

Mission: Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.

Vision: Respect – Pride – Excellence for All



AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
October 28, 2024
5:30 p.m.



1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

November 6	Early Release/District Inservice
November 11	Veteran's Day Holiday – No School
November 12	Board of Education Meeting – 5:30p.m. – IPC (Tuesday)
November 25	Board of Education Meeting – 5:30p.m. – IPC
November 27	Early Release
November 28, 29	Holiday Break – No School
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent recommends approval of the following:

 - a) **Consideration and Approval of the Bills**
 - b) **New Hires to the District**

Classified personnel, substitute teachers, classroom aides, Board Members, and volunteers must be approved in order to be covered by our worker's compensation plan.

 - 1) Cody Rogers/Food Service, Assistant Cook, MS - \$21.75 per hour
 - 2) Vina Meh /Substitute Teacher - \$160 per day/Substitute Para Educator - \$21.58 per hour
 - 3) Morgan Dubon/Volunteer - Classroom, District
 - 4) Stephanie Mehling/Volunteer - Destination Imagination
 - 5) Dasia Tolsma/Volunteer - Destination Imagination
 - 6) Sarah Dunn/Volunteer - Destination Imagination
 - 7) Kyle Dunn/Volunteer - Destination Imagination
 - 8) Catherine Ramirez/On-Call Interpreter, District - \$26.92 per hour
 - c) **Resignations for Board Approval**
 - 1) Lona Moser/Para Educator-Library, High School – 40 years (end of 2025-2026 school year)
 - 2) Kevin Piper/Substitute Bus Driver, Transportation – 8 months
 - d) **Contracts for Board Approval**
 - 1)

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.)

9. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- **Laura Beck** for being honored by the South Dakota Music Education Association for 30 years of Meritorious Service to music education. Laura receives this honor at the 2024 All State Choir & Orchestra Concert on November 2nd
- The following High School Students Qualified for **All State Chorus** in Sioux Falls on November 1 & 2: Seniors- **Aye Aye Aung, Logan Gerrits, Bryli Hickey, Ethan Nemmers, Jillian Reno, AnneClaire Rubish, Green Ta Bah, Paw Bor Wah** Juniors- **Jonah Beck, Davis Osier, Molly Whitney** Sophomores- **Cooper Bischoff, Charlie Bragg, Jeremy Hofer, Ty Kleinsasser, Hailey Schoenfelder**
- The following High School Students Qualified for **All State Orchestra** in Sioux Falls on November 1 & 2: Violins: **Blut Kue Ker (12 gr), Blue Law Shee (10 gr), Kaden Steinhoff (9 gr)**; Violas: **Brooke Hunter (10 gr), Karly Knippling (11 gr), Galilea Garcia (11 gr)**; Cello: **Tess Vlieger (10 gr)**
- **3rd grade teachers/classrooms Angel Hovde, Kristi Smith, Megan Kopfmann & Sami Shoultz** for winning “Best in Show” at the Great Scarecrow Festival 2024 at Campbell Park/Huron Public Library. The teachers won \$50 to share between their classrooms & each student received a book!
- **Breanne** (Teacher, Buchanan) & **Joseph Allum**, on the birth of their baby boy, Oscar, on October 18
- **Mister Min** (9 gr) for being named to the 2024 ESD All-Conference Boys Soccer Team
- **Grace** (Washington, SPED Para) & **Josh Borah**, welcomed a baby boy, Beckham, on Sunday, October 20

Thank You to:

- **School Psychologist Week, November 11-15**
- **Ms. Perry & the High School Drama Department** for hosting two matinees for elementary/middle school students & two evening community performances of the plays “Big Bad” & “The Disappearance of the Three Little Pigs.” The plays were great & kept the audience entertained & laughing.
- **all of the colleges, universities, & armed service recruiters** for coming the Huron Post High Day where Juniors & Seniors from Huron and surrounding schools were able to learn more about opportunities after High School
- **the Scoreboard Bar & Grill** for candy donations for the students who have birthdays, but no birthday treats to pass out to classmates at Washington 4-5 Center
- **the High School Pep Club and the Huron Fire Department** for greeting our Buchanan students for Friendly Fridays
-

10. **REPORTS TO THE BOARD**

- a) **Classified Employee of the Month** – Presented by Amanda Reilly
Ginger Brake, School Nutrition Madison Helper has been selected as **Classified Employee of the Month for October 2024**. Nomination comments are included in this packet. Congratulations Ginger!

Strategic Plan Initiative #3) Community Outreach and Communication

- b) **Scoreboard Report – Activities Director Scott DeBoer**
- c) **Puetz Report – CTE Construction & Roofing Projects**
- d) **Business Manger’s Report**
- e) **Superintendent’s Report**

11. OLD BUSINESS

- a) **Policy GDA-24 Administrative Assistant to Business Manager-Payroll/Personnel – 2nd reading**
Strategic Plan Initiative #4) Growth & Development
- b) **Policy GDA-29 Administrative Assistant to Business Manager-Purchasing/Branding/Design – 2nd reading**
Strategic Plan Initiative #4) Growth & Development
- c) **Policy GBEC Use of Alcohol, Drugs, and Controlled Substances – 1st reading**
Strategic Plan Initiative #5) Learning Environment
- d) **Policy GBGA District Involvement in Political Activity – 1st reading**
Strategic Plan Initiative #3) Community Outreach and Communication
- e) **Policy JHCDE Administration of Medical Cannabis to Qualifying Students – current policy**
Policy JHCDE Administration of Medical Cannabis to Qualifying Students – proposed policy – 1st reading
Strategic Plan Initiative #5) Learning Environment
- f) **Policy KMI Relations with Political Organizations (Public Funds) – current policy**
Policy KMI Relations with Political Organizations (Public Funds) – proposed policy – 1st reading
Strategic Plan Initiative #3) Community Outreach and Communication
- g) **Policy GCDB Criminal Background Checks – 1st reading**
Strategic Plan Initiative #4) Growth & Development

12. NEW BUSINESS

- a) **Consider Bid Package Recommendation for CTE & Roofing Projects**
- b) **Consider Scoreboard Purchase Recommendation**
- c) **Authorize Advertising for Bids for High School Kitchen Equipment**
- d) **Consider Capital Certificate Resolution & State Aid Pledge Agreement**

13. ADJOURNMENT

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
Checking	1	
Checking	1 Fund: 10 GENERAL FUND	
ALC CHRISTIAN LEARNING CENTER PRESCHOOL	PROF SVC	125.00
AMAZON CAPITAL SERVICES	SUPPLIES	429.94
AMERICAN TIME	SUPPLIES	1,228.79
BECK ACE HARDWARE	SUPPLIES	644.08
BURNISON PLUMBING & HEATING	SUPPLIES	450.00
CENTRAL SERVICE APPLIANCE REPAIR	REPAIRS	162.65
CITY OF HURON	UTILITIES	690.00
CLIMATE SYSTEMS, INC.	SUPPLIES	1,190.00
COBORNS INC	SUPPLIES	866.34
COLE PAPERS, INC.	SUPPLIES	1,728.77
DEMCO INC	SUPPLIES	370.65
DICK BLICK COMPANY	SUPPLIES	123.55
ETERNAL SECURITY PRODUCTS	EQUIPMENT	519.64
FARMERS CASEWAY	SUPPLIES	109.98
FERGUSON ELECTRIC, INC	SUPPLIES	17.44
FOREMAN SALES & SERVICE, INC.	SUPPLIES	95.40
FREEMAN, JR., RODNEY	LEGAL SERVICES	1,100.00
GOVCONNECTION, INC.	SUPPLIES	391.68
GRAINGER	SUPPLIES	170.52
GRAYSON AUTO PARTS	SUPPLIES	554.32
HANSON SCHOOL DISTRICT	DUES & FEES	25.00
HARLOW'S BUS SALES, INC.	VEHICLES	130.79
HILLYARD/SIOUX FALLS	SUPPLIES	296.00
HOLFORTY, JAMIE	INCENTIVE	125.00
HOLY TRINITY CATHOLIC SCHOOL	PROF SVC	40.00
HOWIE'S ATHLETIC TAPE		285.18
HURON AREA CENTER FOR INDEPENDENCE, INC.	PROF SVC	690.08
HURON GARAGE DOOR CO.	SUPPLIES	124.49
HURON REGIONAL MEDICAL CENTER	PROF SVC	1,480.00
INNOVATIVE OFFICE SOLUTION	SUPPLIES	357.74
IVERSON FORD	VEHICLES	3,340.98
IXL LEARNING	SUPPLIES	625.00
KINGDOM KIDS LEARNING CENTER	PROF SVC	157.50
LEWIS DRUG	SUPPLIES	71.66
MACK METAL SALES INC	SUPPLIES	18.05
MATHESON TRI-GAS INC	SUPPLIES	149.20
MCKINLEY LEARNING CENTER	TUITION	140.00
MUTH ELECTRIC, INC.	SUPPLIES	5,321.25
NAPA CENTRAL	SUPPLIES	562.31
NORTHWEST PIPE FITTINGS, INC.	SUPPLIES	291.94
OFFICE PEEPS	SUPPLIES	2,352.82
ONLINE STORES INC	SUPPLIES	199.37
POPPLERS MUSIC INC.	SUPPLIES	1,425.05
RUNNINGS	SUPPLIES	409.72
SCHOLASTIC BOOK CLUBS	BOOKS	280.00

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
SCHOLASTIC, INC.	BOOKS	640.00
SCHOOL SPECIALTY LLC	SUPPLIES	276.62
SD FEDERAL PROPERTY	SUPPLIES	1,000.00
SDAESP AREA IV	DUES/FEES	75.00
SHAR PRODUCTS COMPANY	SUPPLIES	114.95
STAPLES	SUPPLIES	2,877.35
STERLING COMPUTERS	SUPPLIES	38,071.65
TAYLOR MUSIC	SUPPLIES	1,370.00
US BANK VOYAGER FLEET SYSTEMS	SUPPLIES	821.41
VENTURE COMMUNICATIONS	LINE CHARGES	39.58
WARD'S SCIENCE	SUPPLIES	224.99
WW TIRE SERVICE INC	REPAIRS	580.25
Fund Total:		75,959.68

<u>Checking</u> 1 Fund: 21 CAPITAL OUTLAY FUND		
CAPITAL ONE PUBLIC FUNDING	PRIN & INTEREST	111,437.50
ENERGYCRAFT SYSTEMS	PROF SVCS	92,828.10
ETERNAL SECURITY PRODUCTS	EQUIPMENT	18,268.50
FOLLETT CONTENT SOLUTIONS LLC	SUPPLIES	334.86
MUTH ELECTRIC, INC.	SUPPLIES	3,246.69
OFFICE PEEPS	SUPPLIES	345.50
PENWORTHY COMPANY	SUPPLIES	467.24
PERMA-BOUND	SUPPLIES	1,912.03
PUETZ DESIGN + BUILD	REPAIRS	15,000.00
Fund Total:		243,840.42

<u>Checking</u> 1 Fund: 22 SPECIAL EDUCATION FUND		
AMAZON CAPITAL SERVICES	SUPPLIES	76.79
AMY BUIE LLC		2,600.00
CHESTER AREA SCHOOL	AMT DUE OTHERS	250.00
HURON AREA CENTER FOR INDEPENDENCE, INC.	PROF SVC	2,950.50
HURON EVENT CENTER	EVENT	75.00
NCS PEARSON, INC.	SUPPLIES	191.05
STAPLES	SUPPLIES	97.44
Fund Total:		6,240.78
Checking Account Total:		326,040.88

<u>Checking</u> 4 Fund: 51 SCHOOL NUTRITION FUND		
ECOLAB	SUPPLIES	170.92
KNOUSE, SARAH	SUPPLIES	546.11
Fund Total:		717.03
Checking Account Total:		717.03

October 17

2024

Dr. Steinhoff and Mr Mittelstedt,

I will be retiring from Huron high school at the end of the 2026 school year. 2025 to 2026 will be my 40 years and that will be enough. This has been a great place to work and I will miss the kids and the staff. Thank you for all you have done for me.

Lona Moser

It is with great regret that
I must resign as bus driver from
Heron School District due to health
reasons. Great place to work!

Sincerely
Kerim Pijer



Amanda Reilly
School Nutrition Director
Concessions Director
1045 18th St. SW
Huron, SD 57350
P: (605) 353-6909
Amanda.reilly@k12.sd.us

To: Board of Education

Kraig Steinhoff

Date: October 28, 2024

RE: Classified Employee of the Month for Foodservice

Please help us honor Ginger Brake, School Nutrition Madison Helper, as the October Classified employee of the Month for Foodservice!

Ginger is a joy to have in the Nutrition Department. Seven years ago, I started my journey in the Nutrition Department as the Satellite for Madison school, I worked alongside Ginger, and I know first hand how kind and caring she is toward students and staff. I do not have to spend time speaking on my own observations of Ginger as this is the first recommendations that I have received from Madison staff in addition to nutrition staff.

"Ginger works so hard and is an excellent example of how we all should be when it comes to cleanliness, kindness, and interacting with the students."

"Ginger has the best kept and organized kitchen, she is always cheerful, knows her job! Very helpful with subs- doesn't get frustrated."

"Ginger is a hard worker that's dedicated to her job."

"Ginger always has a smile to greet the students and staff at Madison. She understands the importance of a nutritious meal because all kids are served breakfast even if they are tardy. Those meals are served with a smile too. She took time this year to display Artwork students did for NSLW. She decorates the lunchroom with themes and contributes to the overall positive atmosphere at Madison. She is the best!"

"Ginger is so great and patient with the kids and her co-workers. She always goes out of her way to help any of us with a smile. She is the best!"

"Ginger is always helpful and willing to get students something to eat in the morning if they didn't get breakfast."

"This is a colleague who has truly been outstanding in her dedication and support for our school community. Ginger consistently demonstrates kindness and compassion towards both staff and students. She goes above and beyond her role to ensure that all students are taken care of, particularly when it comes to their nutritional needs. No matter what time they arrive at school, Ginger ensures that

they are provided with a meal, ensuring that no child goes hungry. This level of care and attention is truly commendable and highlights the compassion she has for our students. Additionally, Ginger willingly donates her personal time to assist with various staff and student projects outside of regular school hours. She is always ready to lend a helping hand and contributes her expertise to make these projects a success. Her commitment and dedication to our school community are truly remarkable.”

It is with extreme delight to have Ginger Brake as our Classified Foodservice Employee of the Month!

Congratulations Ginger!!





ACTIVITIES OFFICE

Scoreboard Update: Committee and Proposal

Timeline of Events

Jan. 2005 - New Scoreboards installed in Arena

Nov. 2021 - Daktronics Provides quote for updates around \$2.1 million

Fall 2023 - Winch replacement needed in Arena

Fall 2024 - Tiger Stadium video display stops functioning

- Huron High School/CTE expansion bids
- School Board creates Scoreboard Committee to evaluate replacement options for Huron Arena and Tiger Stadium

October 10 - First meeting of Scoreboard Committee

- ❖ Determine direction for project
- ❖ Questions to be answered for follow-up meeting
- ❖ Focus menu of options
- ❖ Determine appropriate budget for project and sub-components

October 22 - Revised quote based on committee recommendations



Scoreboard Committee



Committee Makeup (12)

- 2 Huron School Board Members
- Activities Director
- Buildings and Grounds Director
- Technology Dept. Rep.
- HHS Staff Member
- 2 members of Huron Activities Coaching Staff
- Student Representative
- 3 Community Representatives: City of Huron, Greater Huron Development, Chamber of Commerce

October 10 - First meeting

- ❖ Determine direction for project
- ❖ Questions to be answered for follow-up meeting
- ❖ Focus menu of options
- ❖ Determine appropriate budget for project and sub-components

October 18 - Second meeting

- ❖ Input from Board Discussion
- ❖ Input from Mike & Mike
- ❖ Determination of vendor
- ❖ Additional Input and Considerations from last meeting
- ❖ Choices to determine final bid pricing

Input and Considerations

AA Facility Standards

Capability to draw and host State events

Flexibility to adapt to a variety of events

Partnership with community

Capitalize on the experience of the Huron Arena

Marketing opportunities for local businesses and school district

Practical student involvement



Huron Arena Considerations and Choices



- Video Board(s)
 - 4 Panel Center
 - Endline (South Wall)
- Ribbon (North Wall)
 - Ribbon
- Portals (LCD/LED screens) Entry and Exit
 - 12 in bowl
 - 10 in mezzanine
 - 2 in front foyer
- Concessions Display(s)
 - East Upstairs
 - West Upstairs
 - East Downstairs
- Scorers Table

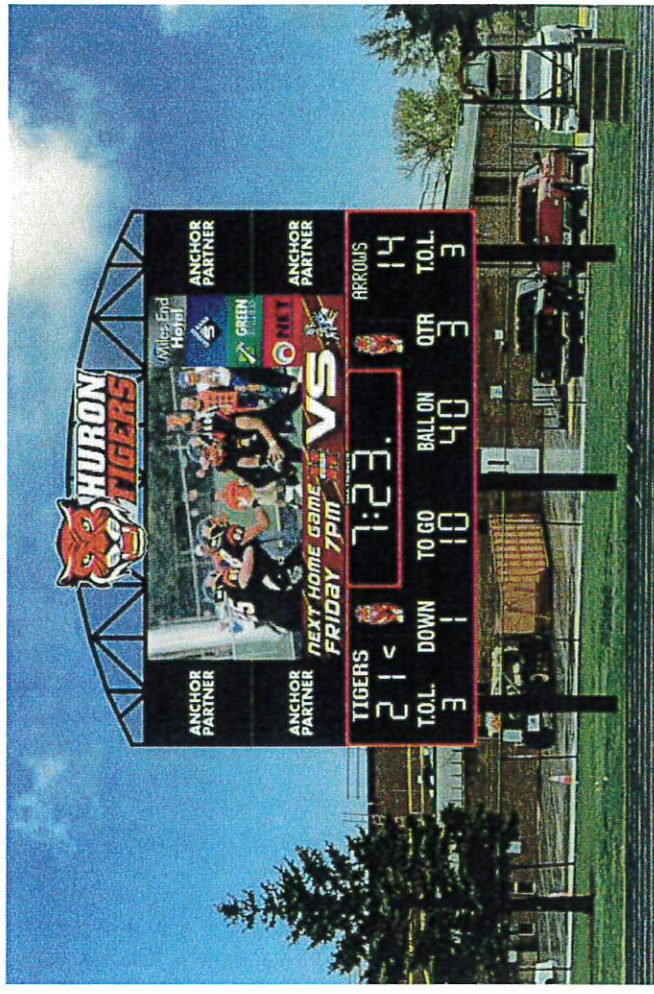
No Traditional Scoreboard
Removal of Static Advertisements
HURON ARENA over video board



Tiger Stadium Considerations and Choices



- Tiger Stadium
- Video Board
- South End
- Scoreboard
- South End
- Play Clock(s): 3x3
- NO Concessions Display(s)



Final Arena Quote - Daktronics

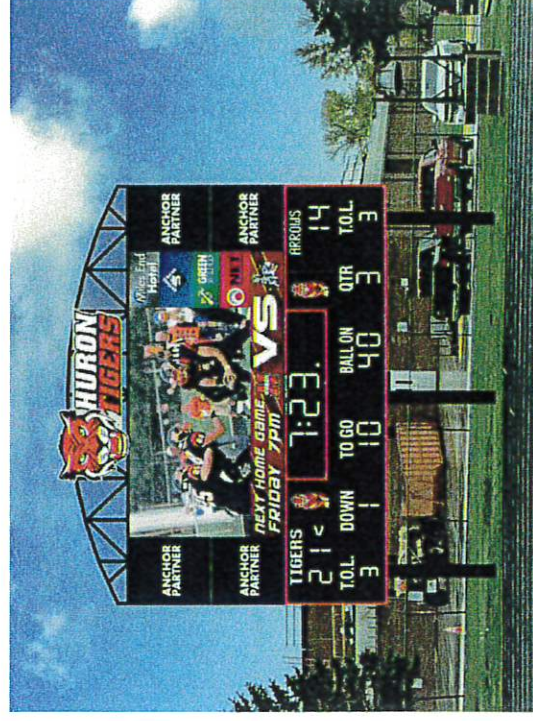


Product	Dimensions	Cost
4-sided center-hung video board	6'10" x 11' 9"	390,741
South wall video board	11.5' x 39.4'	534,103
North wall ribbon board	3.3' x 73.8'	218,073
LCD Video Displays	43" (x22 port's, x4 upper con.) 49" (x2 main conc.) 32" (x2 tix window)	103,361
Video scorers table (12 seat)	3 tables w/ 24" counter 2.46' x 30' cabinet dim.	96,150
		1,343,428

Final Tiger Stadium Quote - Daktronics



Football Video Board	12' x 21'8"	409,770
Scoreboard	8' x 32'	
Delay of Game Clocks	3' 9" x 3' 6" (x2)	



Final Project Quote

4-sided center-hung video board	390,741
South wall video board	534,103
North wall ribbon board	218,073
LCD Video Displays	103,361
Video scorers table (12 seat)	96,150
	1,342,428
Football Video Board	409,770
Scoreboard	
Delay of Game Clocks	
	1,752,198





DAKTRONICS
SALES AGREEMENT

Huron High School
150 5th St SW
Huron, SD 57350

747381-3 REV 4
22-Oct-2024
Valid for 30 Days, Subject to Change

RE: Huron Campus

Dear Kelly Christopherson,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to Huron High School ("Purchaser").

Equipment and Services:

- LVX-360X648-10SMD – Football
- DVN-3.9MN-896x3072 – Arena Endwall
- LVN-512X896-3.9MN @ 4 – Arena Centerhung
- DVN-3.9MN-256x5760 – Arena Ribbon
- LCD Displays @ 30
- ST-3101-3.9mm-192x2304 – Scorers Tables
- Control Equipment
- Installation
- Service: Multiple Warranties

(See attachments for additional details.)

TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$1,752,198
(amount in USD)

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.



DAKTRONICS SALES AGREEMENT

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:



Kyle Kraemer
Regional Sales
605-695-6666
Kyle.Kraemer@Daktronics.com

OR



Pat DeBoer
Project Manager
605-736-0104
Pat.DeBoer@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 747381-3 Rev 4
- [SL-02375 Standard Terms and Conditions of Sale](#)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](#)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Services](#)

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract



DAKTRONICS SALES AGREEMENT

Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The purchaser, delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Product Installation/Facility

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

**Purchasing
Address**

Customer:
Address:
City,
Province:
Country, Zip:
Contact:
Phone
and E-
mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:





DAKTRONICS SALES AGREEMENT

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.





DAKTRONICS SALES AGREEMENT

ATTACHMENT A | EQUIPMENT AND SOFTWARE

FOOTBALL MAIN VIDEO - One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: LVX-360X648-10SMD
- Approximate Active Area: 12' high x 21.8' wide
- Pixel Pitch: 10smd
- Matrix: 360 pixels high x 648 pixels wide

One (1) Daktronics Standard Scoreboard

- Daktronics Model: FB-2025
- Approximate Dimensions: 8' high x 32' wide
- LEDs illuminate white

Two (2) Backlit Identification Panel

- Approximate cabinet dimensions: 12'0" high x 6'0" wide

One (1) Truss – DA-1001-32

- Approximate cabinet dimensions: 5'0" high x 32'0" wide

One (1) Set Daktronics Standard Delay of Game Clocks

- Daktronics Model: TI-2035
- Approximate Dimensions: 3'-9" high x 3'-6" wide
- LEDs illuminate red and white

INCLUDES:

- Daktronics Custom Control System – Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- Remote Power Control
- Sports Software – Dakstats: Pro Version – FB,BB,VB,BA
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinets
- Structure – Primary
- Backlit Channel Letters
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Three (3) Days Operator Training
- Two (2) Events – Control Room Event Support

TOTAL PRICE (EXCLUDING TAXES) \$ 409,770

(amount in USD)

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006

tel 800-325-8766 email: sales@daktronics.com

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Sales Agreement 747381-3-4





DAKTRONICS SALES AGREEMENT

ARENA ENDWALL- One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3.9MN-896x3072
- Approximate Active Area: 11.48' high x 39.37' wide
- Pixel Pitch: 3.9mm
- Matrix: 896 pixels high x 3072 pixels wide

INCLUDES:

- Daktronics Custom Control System – Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- One (1) All-Sport Pro
- Framewrx Creator Package, 1 year subscription
- Dak Classroom, 1 year membership
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinet
- Structure – Secondary
- Channel Letters – "HURON ARENA"
- Project Management/Engineering & Certified Drawings
- 3% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Four (4) Days Operator Training
- Two (2) Events – Control Room Event Support

TOTAL PRICE (EXCLUDING TAXES) \$ 534,103

(amount in USD)

ARENA CENTERHUNG MAIN DISPLAYS - Four (4) Indoor Daktronics LED Video Displays

- Daktronics Model: LVN-512X896-3.9MN
- Approximate Active Area: 6'-10" high x 11'-9" wide
- Pixel Pitch: 3.9mm
- Matrix: 512 pixels high x 896 pixels wide

Four (4) Non-backlit Identification Panels

- Approximate cabinet dimensions: 7'0" high x 3'0" wide

INCLUDES:

- Daktronics Custom Control System – Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- On-Site Installation Supervision & Commissioning



DAKTRONICS SALES AGREEMENT

- Physical & Electrical Installation of Display Cabinet
- Structure - Secondary
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Four (4) Days Operator Training
- Two (2) Events – Control Room Event Support

TOTAL PRICE (EXCLUDING TAXES) \$ 390,741

(amount in USD)

ARENA RIBBON 3.9 - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3.9MN-256x5760
- Approximate Active Area: 3.28' high x 73.81' wide
- Pixel Pitch: 3.9mm
- Matrix: 256 pixels high x 5760 pixels wide

INCLUDES:

- Daktronics Custom Control System – Primary/Backup with Show Control
- Fiber Cabling
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinets
- Project Management/Engineering & Certified Drawings
- 3% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- One-on-One Webinar Training
- System Health Advanced 5-Year Subscription - Customer facing diagnostic information through Venus® Control Suite.

TOTAL PRICE (EXCLUDING TAXES) \$ 218,073

(amount in USD)

LCD VOMITORY DISPLAYS

Twenty-Two (22) LCD Displays

- Model: 43-inch Displays



DAKTRONICS SALES AGREEMENT

LCD DISPLAYS

Two (2) LCD Displays – Upper West Concessions

- Model: 43-inch Displays

Two (2) LCD Displays – Interior Main Concessions

- Model: 49-inch Displays

Two (2) LCD Displays – Ticket Window Displays

- Model: 32-inch Displays

Two (2) LCD Displays – Upper East Concessions

- Model: 43-inch Displays

Includes:

- Installation
- Shipping to Site
- Comprehensive Support Plan
- Hosted Perpetual License
- Two-Way Screen Control
- Three (3) Years Parts Service
- Digital Signage Site Survey
- Venus Control Suite Training – self-guided
- Venus Control Suite Pro 5-Year Subscription

TOTAL PRICE (EXCLUDING TAXES) \$ 103,361

(amount in USD)

SCORERS TABLES

Daktronics Scorers Tables (1 section of 3 tables with 24" counters)

- Daktronics Model: ST-3101-3.9mm-192x2304
- Approximate cabinet dimensions: 2.46' high x 29.53' wide
- Matrix size: 192x2304
- Pixel Pitch: 3.9mm
- LEDs illuminate in red, green, and blue
- Three (3) Protective Covers

INCLUDES:

- Fiber Cabling
- On-Site Installation Supervision & Commissioning
- Physical Installation of Display Cabinets

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel 800-325-8766 email: sales@daktronics.com
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Sales Agreement 747381-3-4





DAKTRONICS SALES AGREEMENT

- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service

TOTAL PRICE (EXCLUDING TAXES) \$ 96,150

(amount in USD)



DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$1,752,198.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- Progress Payments with Monthly Pay Applications

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.



DAKTRONICS SALES AGREEMENT

ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a basic content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all content packages. Quotes will be provided to the Purchaser detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so



DAKTRONICS SALES AGREEMENT

long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

AD COPY

Purchaser will provide high quality, print ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels with our standard finish and Purchaser will be responsible for future decoration.

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Preventative maintenance
- Cable or conduit including labor
- Insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding



DAKTRONICS SALES AGREEMENT

ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
✓		2. Removal of existing equipment.
✓		3. Disposal of existing equipment.
✓		4. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		5. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	6. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	7. Provide soil investigation report at time of order.
	✓	8. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		9. Engineering design and certification for structure and footing design.
✓		10. Engineering design and certification for Equipment attachment design.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Locate public underground utilities.
	✓	14. Locate private underground utilities.
	✓	15. Landscaping to include all.



DAKTRONICS
SALES AGREEMENT

- ✓ 16. Provide camera-ready artwork for ad panels, and logos at time of order.
- ✓ 17. Provide all required floor protection.
- ✓ 18. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
- ✓ 19. Site clean-up after Daktronics work.
- ✓ 20. Crating and shipping of all equipment to facility via common or independent carrier.
- ✓ 21. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
- ✓ 22. Provide storage of video equipment and control equipment in a safe, dry, and secure location until installation.
- ✓ 23. Assembly of centerhung suspended system (structure and displays).
- ✓ 24. Excavation of direct imbed drilled pier foundation(s) including spoils removal. Pouring and finishing of concrete for footings. (Note: Daktronics assumes class 3 soil per the International Building Code to determine footing / structure estimates included in this quotation. In the event rock, water, or if soil conditions other than class 3 soil are encountered (including soft soils, unstable or collapsing soils, expansive soils, organic materials, or anything unexpected condition is encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%).
- ✓ 25. Steel fabrication and install support structure - excluding catwalk(s), ladder-way(s).
- ✓ 26. Fabricate and install substructure.
- ✓ 27. Prime and paint substructure
- ✓ 28. Lift and mount Equipment listed in this quotation.
- ✓ 29. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.





DAKTRONICS
SALES AGREEMENT

- ✓ 30. Provide and install power drop, including flexible power cable, from power source at ceiling location to suspended displays in lowered position.
- ✓ 31. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
- ✓ 32. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
- ✓ 33. Provide power to miscellaneous/auxiliary display {list displays}. Power within one (1) foot of display.
- ✓ 34. Provided power outlet to all TV monitors and locker room clocks.
- ✓ 35. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
- ✓ 36. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
- ✓ 37. Mount and install fiber patch panel as required by electrical and signal drawings.
- ✓ 38. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
- ✓ 39. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
- ✓ 40. Provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless bridge and/or radio transmitter/receiver components. Mount Daktronics provided wireless bridge and/or radio transmitter/receiver components to the building in accordance with manufacturers recommendations.



DAKTRONICS
SALES AGREEMENT

- | | | |
|---|---|---|
| ✓ | | 41. Furnish signal cable as delineated on the quote. |
| ✓ | | 42. Labor to pull all new signal cable (and remove existing cable, if required). |
| | ✓ | 43. Interface cabling with audio system including conduit, cabling, and installation of cabling. |
| ✓ | | 44. Remote power control/switching (contactors and wiring). |
| ✓ | | 45. Terminate signal cable at control location and video Equipment. |
| | ✓ | 46. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing. |
| | ✓ | 47. Provide high speed internet connection to control room equipment. |
| | ✓ | 48. Required power outlets on clean dedicated circuit(s) for all video and control equipment. |
| ✓ | | 49. Provide computer(s) for control software. |
| ✓ | | 50. Unpack, set-up, hook-up, and testing of control system. |
| ✓ | ✓ | 51. Provide personnel for maintenance and operator training. |
| ✓ | | 52. Perform final systems testing and commissioning. |
| | ✓ | 53. Final acceptance, per DF-1252. |
| ✓ | ✓ | 54. Walk-thru inspection at Substantial Completion and identification of punch list items |
| ✓ | | 55. Completion of punch list items. |

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.





Installation Responsibilities Checklist for LCD Displays

Responsible Party

Daktronics	Customer	Description
✓	✓	1. Removal of existing signs.
		2. Generate site specific equipment installation drawings and attachment details.
	✓	3. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	4. Unobstructed access to equipment locations and installation site.
	✓	5. Mark location of the new display(s) as delineated in the quote.
✓		6. Site clean-up after Daktronics work.
✓		7. Crating and shipping of all display(s) to facility via common or independent carrier.
	✓	8. Accept, lift, unload, and inspect all display(s) and media player from carrier.
	✓	9. Provide storage of display(s) and media player in a safe, dry, and secure location until installation.
✓		10. Provide display attachment hardware/brackets.
✓		11. Install display attachment hardware/brackets.
✓		12. Lift and mount display(s) listed in this quotation.
	✓	13. Provided power outlet(s) to all media player(s) and display(s).
	✓	14. Provide and install signal cable conduit, with pull string, from media player to all display locations/signal termination points, if required.
	✓	15. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
	✓	16. Furnish signal cable.
	✓	17. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	18. Terminate signal cable at media player and display location(s).
	✓	19. Provide a climate controlled and secure control room for all media players. Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
	✓	20. Provide high speed internet connection to media players.



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	✓	21.Required power outlets on clean dedicated circuit(s) for all media players and displays.
✓		22.Provide media player(s) for control software.
✓		23.Unpack, set-up, hook-up, and testing of control system.
✓	✓	24.Perform VCS control suite one-on-one control web-based operator training.



DAKTRONICS SALES AGREEMENT

ATTACHMENT E | SERVICES

THE FOLLOWING SERVICES APPLY TO THE DISPLAY(S) LISTED IN ATTACHMENT A.

MULTIPLE WARRANTIES

THE FOLLOWING SERVICES APPLY TO THE VIDEO DISPLAY(S) LISTED ABOVE.

Years 1-5 Daktronics Parts Coverage

Years 1-5 Customer Care Level 1

SCOPE OF SERVICE:

<https://www.daktronics.com/DD5454483>

LINK TO TERMS & CONDITIONS OF SERVICE:

<http://www.daktronics.com/DD5459759>

THE FOLLOWING SERVICES APPLY TO THE LCD DISPLAY(S) LISTED ABOVE.

Years 1-3 Daktronics Parts Coverage

Years 1-3 Customer Care Level 4

SCOPE OF SERVICE:

<https://www.daktronics.com/DD5454487>

LINK TO TERMS & CONDITIONS OF SERVICE:

<http://www.daktronics.com/DD5459759>

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

EVENT SUPPORT

One event is defined as a single gate open to close with up to 6 hours on-site. Event support dates need to be agreed upon two weeks prior to the event.

- Event support will include (6) events for control room event support.
 - Control Room Event Support is defined as on-site assistance with Daktronics-provided control systems. This includes:
 - Operator assistance
 - Troubleshooting
 - Configuration



DAKTRONICS SALES AGREEMENT

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON



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The Capital Outlay Certificates of \$10-\$15 million being considered is the largest issuance ever considered by the Huron Board of Education. In 2016 the Board of Education issued \$6.5 million to build 8 tennis courts and put turf at the stadium. This huge financial decision has generated many questions. This document addresses some of the questions.

Frequently Asked Questions

What is the Capital Outlay Fund? The Capital Outlay Fund is a fund established by State Law to make expenditures which result in the acquisition of property, plant, and equipment. Revenue is generated through local property taxes, about \$4.5 million per year.

What are Capital Outlay Certificates? Capital Outlay Certificates are used to borrow money to finance property and equipment purchases. Capital Outlay Certificates are debt.

Will my property taxes go up because of issuing Capital Outlay Certificates? No. Capital Outlay Certificate principal and interest payments are made using the Capital Outlay Fund tax levy on local property.

What will the proceeds of the Capital Outlay Certificates be used for? The proceeds may be used for a 13,000 square foot addition to the west side of the high school, complete renovation of the high school Family and Consumer Science room, light renovations of the high school band and music rooms, asbestos removal in the high school, a new welding ventilation system in the existing CTE building, partial high school roof replacement, complete middle school roof replacement, Huron Arena air conditioning, high school parking lot expansion, Huron Arena scoreboards, Tiger Stadium scoreboards, high school kitchen renovations, and middle school boiler replacement.

How long will it take to pay the Capital Outlay Certificates back? 20 years with the first interest payment of about \$120,000 due February 2025 and the first principal and

interest payment of \$737,000 - \$1,051,000 due on August 1, 2025 and annually thereafter.

What is the “double payment” that will be made in 2025-2026? In 2025-2026 the first payment on the new Capital Outlay Certificates will be made and the last payment on the 2016 Capital Outlay Certificates will be made. The 2016 payment is about \$700,000. Making two large payments in the same year will deplete the cash available in the Capital Outlay Fund. Currently the projected budget would lower the cash on hand by \$1.24 million. We ended the last fiscal year on June 30, 2024 with \$2.9 million cash on hand in the Capital Outlay Fund. Cash on hand increased over the last four years due to using ESSER funds for some purchases like buses and computers.

Why is the Capital Outlay Fund referred to as the “General Fund Safety Net”? State Law allows up to 45% of each year’s Capital Outlay revenue be transferred to the General Fund if needed to help support the General Fund. As reported at the September 23 School Board meeting, the double payment will take away a large portion of the safety net meaning going forward we will have to strictly adhere to our budgets and time our Capital Outlay purchases to align with our cash flow.

How much does the Huron School District transfer to the General Fund from the Capital Outlay Fund to support education? Since we started to rely on the Capital Outlay Fund to transfer money to the General Fund in 2017, \$300,000 to \$700,000 per year has been transferred for a total of \$2.7 million. The current 2024-2025 budget has \$700,000 budgeted for transfer to the General Fund.

How much can we transfer to the General Fund from the Capital Outlay Fund beginning in 2025-2026? The 5-year Capital Outlay plan is budgeted for a \$300,000 per year transfer to the General Fund.

Will we be able to operate our Capital Outlay Fund budget like normal beginning in 2025-2026? No. We will have to strictly adhere to our budgets and time our Capital Outlay purchases to align with our cash flow. Cash flows into the Capital Outlay when property taxes are transferred to the school by the counties. Most of the property taxes are due to the counties by April 30 and October 31. The counties transfer the money to the schools by May 20 and November 20. Between July 1, 2025 and November 1, 2025 we will pay out up to \$1.8 million in Capital Outlay Certificate payments. Other large purchases like computers, buses, and textbooks will need to be timed to align with cash on hand and taxes paid to the District after November 20.

Why do we need new scoreboards? The Huron Arena scoreboards were purchased in 2004 and the Tiger Stadium scoreboard was purchased in 2010. When the scoreboards were purchased from Daktronics we were told the scoreboards were expected to last 10 years. The top half of the Tiger Stadium scoreboard is currently not working.

How much do scoreboards cost? A direct replacement of the scoreboards currently in place with the same kind of scoreboards is about \$300,000. Replacing the current scoreboards with video scoreboards is about \$1,752,000.

Who will market, sell advertising, and operate the new video scoreboards? A plan for this has not been developed.

Why are we considering these projects at this time? The Huron School District applied for and was awarded two grants for CTE equipment and construction totaling \$1.7 million. These grants require us to spend an equal amount of local funds to match them and they have deadlines that require us to go now or risk losing the grants.

What is the General Fund? The General Fund is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is our largest fund totaling \$28 million.

Is the General Fund self-sufficient? No. The General Fund has been relying on General Fund Tax Opt-Outs and transfers from the Capital Outlay Fund since 2005.

Will we make General Fund spending cuts as we prepare the 2025-2026 budget?

We have just begun work on the 2025-2026 budget. The current budget projection needs \$400,000 of spending reductions to balance while still transferring the entire \$300,000 from the Capital Outlay Fund. A lot of things can change between now and May 12, 2025 when the budget must be presented to the School Board. Currently, a \$400,000 shortfall represents 5-6 teaching positions.

When will some existing Capital Outlay Certificates be paid off so other large projects can be considered? The next Capital Outlay Certificates to be paid off will be the 2020 CTE certificates. This is a \$225,000 per year payment. The final payment will be made in the 2032-2033 budget. After that the 2019 High School and Middle School certificates will be paid off in 2038-2039 budget, freeing up \$460,000 per year. For the next 8 years the Capital Outlay budget will be used to continue funding our repairs and maintenance of existing property, Chromebooks, iPads, school buses, and curriculum. We don't foresee any extra funds being available to address other needs during this 8-year period.

Huron School District 2-2
 CTE Capital Outlay Certificates 2024
 October, 2024

Use of Funds

	Plan A	Plan B
Construction Bids and Construction Administration		
CTE Addition/FACS Room Remodel/Welding Ventilation	4,118,231	4,118,231
Puetz - Construction Management 4% and excise tax	291,767	291,767
Puetz - Construction Management - General Conditions	423,484	423,484
High School Roof - Partial	825,850	825,850
Middle School Roof - Complete	1,780,724	1,780,724
Contingency Funds	500,000	500,000
Total Construction Bids	7,940,056	7,940,056
Other Construction Costs		
Geotek Engineering	12,000	12,000
Stockwell	7,400	7,400
Olson Construction	21,000	21,000
Muth	25,000	25,000
Asbestos Abatement	20,000	20,000
Security System	10,000	10,000
JLG Building Plans and Construction Management 7.25%	554,924	554,924
Capital Outlay Certificate Issuance Costs	226,000	175,000
Total Other Construction Costs	876,324	825,324
Grand Total Construction Project	8,816,380	8,765,380
Scoreboards		
Tiger Stadium Video Scoreboard	409,770	
Tiger Stadium Replacement of Existing with Same (estimate)		75,000
Arena South Wall Video Scoreboard	534,103	
Arena South Wall Replacement of Existing with Same		40,000
Arena Center Hung 4-sided Video Scoreboard	390,741	
Arena Center Hung 4-sided Replacement of Existing with Same		180,000
Arena North Wall Replacement of Existing with Same		7,000
Arena Ribbon Video Scoreboard and Display	218,073	
Arena Entryway and Concessions Video Displays	103,361	
Arena Video Scorers Table	96,150	
Total Scoreboards	1,752,198	302,000
Other Items for Consideration for Capital Outlay Certificates		
High School Kitchen Equipment Updates	400,000	400,000
Middle School Boiler Replacement	600,000	600,000
Arena Air Conditioning	1,750,000	
Parking Lot Expansion	1,000,000	
Total Other Items	3,750,000	1,000,000
Grand Total Uses of Capital Outlay Certificates	14,318,578	10,067,380
Source of Funds		
Capital Outlay Certificates	14,350,000	10,000,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Instructional						
Buchanan (K-1)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Huron Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Madison (2-3)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Washington (4-5)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Riverside Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Elementary	Textbooks	240,000	240,000	240,000	240,000	240,000
Middle School (6-8)	Instructional Equipment/Furniture	20,000	20,000	20,000	20,000	20,000
Middle School	Textbooks	120,000	120,000	120,000	120,000	120,000
High School (9-12)	Instructional Equipment/Furniture	24,000	24,000	24,000	24,000	24,000
High School	Textbooks	160,000	160,000	160,000	160,000	160,000
CTE	Instructional Equipment/Furniture	8,000	8,000	8,000	8,000	8,000
Special Services	Instructional Equipment/Furniture	3,000	3,000	3,000	3,000	3,000
Our Home	Instructional Equipment/Furniture	3,000	3,000	3,000	3,000	3,000
Library	Elementary Library Books	40,000	40,000	40,000	40,000	40,000
Library	Middle School Library Books	18,000	18,000	18,000	18,000	18,000
Library	High School Library Books	24,000	24,000	24,000	24,000	24,000
Library	Equipment	12,000	12,000	12,000	12,000	12,000
District	Furniture	100,000	100,000	100,000	100,000	100,000
Total Instructional		807,000	807,000	807,000	807,000	807,000
Technology						
District	Technology - Software Licenses	35,000	25,000	25,000	25,000	45,000
District	Technology - Hardware	35,000	50,000	50,000	50,000	50,000
Our Home	Technology - Hardware	6,000				9,000
Elementary	Technology - Hardware	338,000	60,000	60,000	60,000	462,000
Middle School	Technology - Hardware	165,000	30,000	30,000	30,000	225,000
High School	Technology - Hardware	40,000	40,000	40,000	40,000	40,000
High School	Student Technology - Hardware				480,000	
High School	Student Technology - Apps	6,000	6,000	6,000	6,000	6,000
Total Technology		625,000	211,000	211,000	691,000	837,000
Support Services						
School Board	Equipment - TV Studio and Broadcasts	30,000	30,000	30,000	30,000	30,000
Supt's Office	Equipment	3,000	3,000	3,000	3,000	3,000
Arena Mgr.	Equipment	7,000	7,000	7,000	7,000	7,000
ESL Office	Equipment	3,000	3,000	3,000	3,000	3,000
Fiscal Services	Equipment	7,000	7,000	7,000	7,000	7,000
Copiers	Equipment	35,000	35,000	35,000	35,000	35,000
Trans. Director	Equipment	3,000	3,000	3,000	3,000	3,000
Bldg and Grounds Dir.	Equipment	3,000	3,000	3,000	3,000	3,000
Curriculum Dir.	Equipment	3,000	3,000	3,000	3,000	3,000
Transportation	Buses and Fleet Vehicles	300,000	300,000	300,000	300,000	300,000
Transportation	Software Licenses	6,000	6,000	6,000	6,000	6,000
Food Service	Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Combined Co-Curr. Activities Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Music Equipment	25,000	25,000	25,000	25,000	25,000
Total Support Services		475,000	475,000	475,000	475,000	475,000
Building Improvements						
District Wide	Undesignated Building Repairs	300,000	300,000	300,000	300,000	300,000
District Wide	Roof Repairs	100,000	100,000	100,000	100,000	100,000
District Wide	Maintenance Equipment - Custodians	50,000	50,000	50,000	50,000	50,000
District Wide	Maintenance Agreements - Honeywell	150,000	150,000	150,000	150,000	150,000
Total Buildings		600,000	600,000	600,000	600,000	600,000
Ground Improvements						
District Wide	Maintenance Equipment - Grounds	75,000	75,000	75,000	75,000	75,000
District Wide	Seal Coat Parking Lots	50,000	50,000	50,000	50,000	50,000
District Wide	Pavement Repairs	150,000	150,000	150,000	150,000	150,000
District Wide	Undesignated Grounds Repairs	150,000	150,000	150,000	150,000	150,000
Tiger Stadium	Turf Replacement					600,000
Total Grounds		425,000	425,000	425,000	425,000	1,025,000
Capital Outlay Certificates / Grants						
CTE	Building, FACS, Music, Welding Ventilation					
Arena and Tiger Stadium	Scoreboards					
High School	Partial Roof					
High School Kitchen	Kitchen Ventilation, Freezer, Cooler, Equipment					
Middle School	Full Roof					
CTE	Equipment					
Total Capital Outlay Certificates / Grants		-	-	-	-	-
Debt Service						
District Wide	Debt Service - Fiscal Agent Fees	1,000	1,000	1,000	1,000	1,000
2020 CTE	Debt Service - Principal	190,000	190,000	205,000	210,000	210,000
2020 CTE	Debt Service - Interest	38,000	33,000	29,000	23,000	18,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
State Energy Loan	Debt Service - Principal	150,000				
2019 Facilities	Debt Service - Principal	310,000	315,000	330,000	340,000	350,000
2019 Facilities	Debt Service - Interest	158,000	144,000	135,000	123,000	113,000
2024 CTE - \$14.32m	Debt Service - Principal	430,000	430,000	430,000	430,000	430,000
2024 CTE - \$14.32m	Debt Service - Interest	621,000	621,000	621,000	621,000	621,000
Tiger Stadium	Debt Service - Principal	670,000				
Tiger Stadium	Debt Service - Interest	18,000				
	Total Debt Service	<u>2,586,000</u>	<u>1,734,000</u>	<u>1,751,000</u>	<u>1,748,000</u>	<u>1,743,000</u>
	General Fund					
District Wide	Transfer	300,000	300,000	300,000	300,000	300,000
	Total General Fund	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>
	Total Capital Outlay	<u>5,818,000</u>	<u>4,552,000</u>	<u>4,569,000</u>	<u>5,046,000</u>	<u>5,787,000</u>
	Change in Fund Balance	<u>(1,241,000)</u>	<u>207,000</u>	<u>381,000</u>	<u>102,000</u>	<u>(434,000)</u>
	Amount Available to Budget	\$4,577,000	\$4,759,000	\$4,950,000	\$5,148,000	\$5,353,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Instructional						
Buohanan (K-1)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Huron Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Madison (2-3)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Washington (4-5)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Riverside Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Elementary	Textbooks	240,000	240,000	240,000	240,000	240,000
Middle School (6-8)	Instructional Equipment/Furniture	20,000	20,000	20,000	20,000	20,000
Middle School	Textbooks	120,000	120,000	120,000	120,000	120,000
High School (9-12)	Instructional Equipment/Furniture	24,000	24,000	24,000	24,000	24,000
High School	Textbooks	160,000	160,000	160,000	160,000	160,000
CTE	Instructional Equipment/Furniture	8,000	8,000	8,000	8,000	8,000
Special Services	Instructional Equipment/Furniture	3,000	3,000	3,000	3,000	3,000
Our Home	Instructional Equipment/Furniture	3,000	3,000	3,000	3,000	3,000
Library	Elementary Library Books	40,000	40,000	40,000	40,000	40,000
Library	Middle School Library Books	18,000	18,000	18,000	18,000	18,000
Library	High School Library Books	24,000	24,000	24,000	24,000	24,000
Library	Equipment	12,000	12,000	12,000	12,000	12,000
District	Furniture	100,000	100,000	100,000	100,000	100,000
Total Instructional		807,000	807,000	807,000	807,000	807,000
Technology						
District	Technology - Software Licenses	35,000	25,000	25,000	25,000	45,000
District	Technology - Hardware	35,000	50,000	50,000	50,000	50,000
Our Home	Technology - Hardware	6,000				9,000
Elementary	Technology - Hardware	338,000	60,000	60,000	60,000	462,000
Middle School	Technology - Hardware	165,000	30,000	30,000	30,000	225,000
High School	Technology - Hardware	40,000	40,000	40,000	40,000	40,000
High School	Student Technology - Hardware				480,000	
High School	Student Technology - Apps	6,000	6,000	6,000	6,000	6,000
Total Technology		625,000	211,000	211,000	691,000	837,000
Support Services						
School Board	Equipment - TV Studio and Broadcasts	30,000	30,000	30,000	30,000	30,000
Suppl's Office	Equipment	3,000	3,000	3,000	3,000	3,000
Arena Mgr.	Equipment	7,000	7,000	7,000	7,000	7,000
ESL Office	Equipment	3,000	3,000	3,000	3,000	3,000
Fiscal Services	Equipment	7,000	7,000	7,000	7,000	7,000
Copiers	Equipment	35,000	35,000	35,000	35,000	35,000
Trans. Director	Equipment	3,000	3,000	3,000	3,000	3,000
Bldg and Grounds Dir.	Equipment	3,000	3,000	3,000	3,000	3,000
Curriculum Dir.	Equipment	3,000	3,000	3,000	3,000	3,000
Transportation	Buses and Fleet Vehicles	300,000	300,000	300,000	300,000	300,000
Transportation	Software Licenses	6,000	6,000	6,000	6,000	6,000
Food Service	Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Combined Co-Curr. Activities Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Music Equipment	25,000	25,000	25,000	25,000	25,000
Total Support Services		475,000	475,000	475,000	475,000	475,000
Building Improvements						
District Wide	Undesignated Building Repairs	300,000	300,000	300,000	300,000	300,000
District Wide	Roof Repairs	100,000	100,000	100,000	100,000	100,000
District Wide	Maintenance Equipment - Custodians	50,000	50,000	50,000	50,000	50,000
District Wide	Maintenance Agreements - Honeywell	150,000	150,000	150,000	150,000	150,000
Total Buildings		600,000	600,000	600,000	600,000	600,000
Ground Improvements						
District Wide	Maintenance Equipment - Grounds	75,000	75,000	75,000	75,000	75,000
District Wide	Seal Coat Parking Lots	50,000	50,000	50,000	50,000	50,000
District Wide	Pavement Repairs	150,000	150,000	150,000	150,000	150,000
District Wide	Undesignated Grounds Repairs	150,000	150,000	150,000	150,000	150,000
Tiger Stadium	Turf Replacement					600,000
Total Grounds		425,000	425,000	425,000	425,000	1,025,000
Capital Outlay Certificates / Grants						
CTE	Building, FACS, Music, Welding Ventilation					
Arena and Tiger Stadium	Scoreboards					
High School	Partial Roof					
High School Kitchen	Kitchen Ventilation, Freezer, Cooler, Equipment					
Middle School	Full Roof					
CTE	Equipment					
Total Capital Outlay Certificates / Grants		-	-	-	-	-
Debt Service						
District Wide	Debt Service - Fiscal Agent Fees	1,000	1,000	1,000	1,000	1,000
2020 CTE	Debt Service - Principal	190,000	190,000	205,000	210,000	210,000
2020 CTE	Debt Service - Interest	38,000	33,000	29,000	23,000	18,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
State Energy Loan	Debt Service - Principal	150,000				
2019 Facilities	Debt Service - Principal	310,000	315,000	330,000	340,000	350,000
2019 Facilities	Debt Service - Interest	158,000	144,000	135,000	123,000	113,000
2024 CTE - \$10m	Debt Service - Principal	300,000	300,000	300,000	300,000	300,000
2024 CTE - \$10m	Debt Service - Interest	437,000	437,000	437,000	437,000	437,000
Tiger Stadium	Debt Service - Principal	670,000				
Tiger Stadium	Debt Service - Interest	18,000				
	Total Debt Service	2,272,000	1,420,000	1,437,000	1,434,000	1,429,000
	General Fund					
District Wide	Transfer	300,000	300,000	300,000	300,000	300,000
	Total General Fund	300,000	300,000	300,000	300,000	300,000
	Total Capital Outlay	5,504,000	4,238,000	4,255,000	4,732,000	5,473,000
	Change in Fund Balance	(927,000)	521,000	695,000	416,000	(120,000)
	Amount Available to Budget	\$4,577,000	\$4,759,000	\$4,950,000	\$5,148,000	\$5,353,000

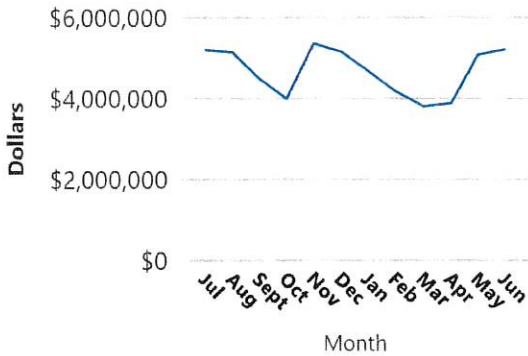
Monthly Cash Balance Survey - FY 2024

Huron 02-2

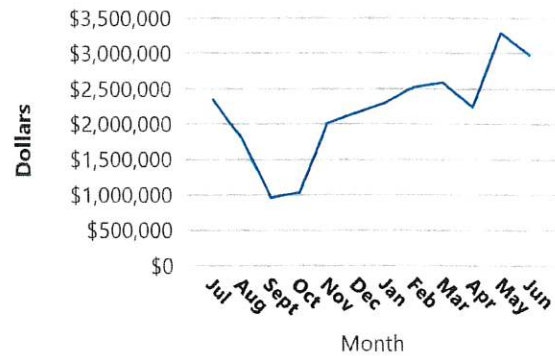
<u>Month</u>	<u>General Fund - 10</u>	<u>Capital Outlay Fund - 21</u>	<u>Special Education Fund - 22</u>	<u>Pension Fund - 24</u>
July	\$5,197,789	\$2,345,719	\$1,598,559	\$0
August	\$5,136,012	\$1,805,465	\$1,691,483	\$0
September	\$4,490,477	\$957,529	\$1,567,861	\$0
October	\$3,996,226	\$1,032,562	\$1,277,765	\$0
November	\$5,355,654	\$2,009,211	\$1,761,423	\$0
December	\$5,143,483	\$2,158,726	\$1,856,817	\$0
January	\$4,683,851	\$2,298,970	\$1,667,526	\$0
February	\$4,174,875	\$2,520,137	\$1,502,841	\$0
March	\$3,794,902	\$2,586,150	\$1,354,300	\$0
April	\$3,879,138	\$2,240,011	\$1,184,004	\$0
May	\$5,069,764	\$3,287,426	\$1,787,523	\$0
June	\$5,202,930	\$2,980,863	\$1,675,638	\$0

Dollar amounts are rounded to nearest whole dollar (no cents reported).

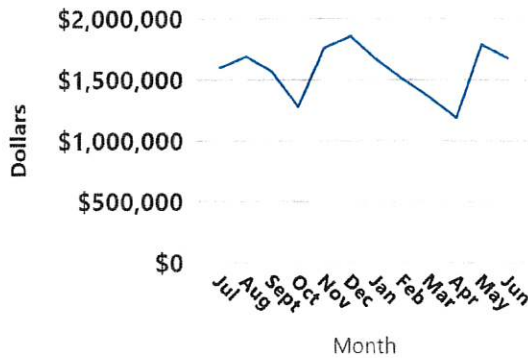
General Fund - 10



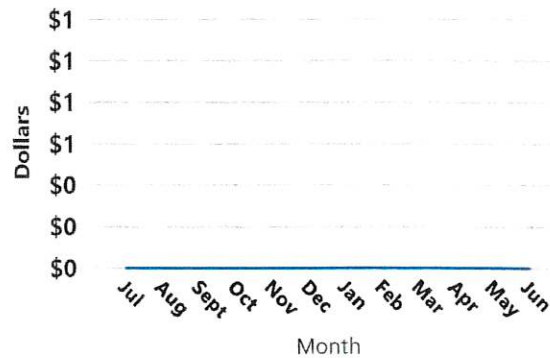
Capital Outlay Fund - 21



Special Education Fund - 22



Pension Fund - 24



Huron School District 2-2
 General Fund Projection Calculator
 10/21/2024 9:52

	2025-2026	2026-2027	2027-2028	2028-2029
Budgeted Expenses (Prior Year)	28,000,000	29,162,466	29,642,476	30,136,505
Increase - Teachers Cost of Living	350,384	240,101	247,304	254,311
Increase - Teacher Education Advancements (6 at \$5000)	30,000	30,000	30,000	30,000
Increase - Extra Duty Schedule	20,546	19,490	20,075	20,677
Increase - Health Insurance Teachers	40,740	41,962	43,221	44,518
Increase - Health Insurance Other Staff	21,000	21,630	22,279	22,947
Increase - Full Time Staff Cost of Living	36,196	31,238	32,303	33,404
Increase - Custodians Cost of Living	38,519	29,271	30,269	31,301
Increase - Para-Educators Cost of Living	25,168	17,053	17,635	18,236
Increase - Administrators Cost of Living	44,915	49,264	50,944	52,681
Increase - Property/Liability/Cyber Insurance - 10%	80,000			
Increase - 1 FTE KG teacher	75,000			
Increase - 1 HS Teacher Overload - #14	12,500			
Increase - Utilities Distrct-Wide. Usage exceeded budget \$175,000 last year.	100,000			
Increase - .5 FTE CTE Teacher - Swenson Retirement - Postma .5 FTE - Will hire 2 FTE	37,500			
Increase - Contracts/Marketing/IT Support - New Video Scoreboards	75,000			
Increase - 1 FTE Custodian - 13,000 square ft addition and activities	75,000			
Increase - Virtual High School Tuition/Licenses	100,000			
Total Increases	1,162,466	480,010	494,029	508,076
Total Expenses	29,162,466	29,642,476	30,136,505	30,644,581
Revenue (Prior Year)	27,854,000	28,761,000	29,345,000	29,968,000
Change in State Aid Because of Increase and Increased Enrollment		-100,000	-79,000	-81,000
State Aid		684,000	702,000	721,000
Increase - District Need as Calculated by the State	1,307,000			
Decrease - Capital Outlay Transfer to \$300,000 per year	(400,000)			
Total Increases	907,000	584,000	623,000	640,000
Total Revenue	28,761,000	29,345,000	29,968,000	30,608,000
Cash Position Change in the General Fund	(401,466)	-297,476	-168,505	-36,581
June 30 General Fund Balance (\$1,200,000 minimum needed for cash flow)	3,378,900	3,081,500	2,913,000	2,876,500
Fund Balance Percentage	12%	10%	10%	9%
ADM Budget Based Upon	3,088	3,075	3,065	3,055
Enrollment Change From Prior Year (Estimated)	0	-13	-10	-10
State Aid Per Student	7,405.19	7,627	7,856	8,092

Schedule of Long Term Debt

Huron 02-2

Fiscal Year 2024

General Obligation Bonds	Issue Date	Maturity Date	Issue Amount	Principal Retired Prior Years	Principal Paid Current Year	Interest Paid Current Year	Fees/Other Paid Current Year	Debt Refunded Current Year	Outstanding as of June 30, 2024
Series 2013 for Elementary Construction	06/17/2013	06/15/2039	\$20,165,000.00	\$4,660,000.00	\$0.00	\$382,093.75	\$0.00	\$15,635,000.00	\$0.00
Series 2017 Partial G.O. Crossover Advance Refunding of the Series 2013 Elementary Construction Issue	12/21/2017	02/01/2039	\$9,260,000.00	\$0.00	\$0.00	\$328,225.45	\$825.00	\$0.00	\$9,260,000.00
Series 2021 Partial G.O. Crossover Advance Refunding of the Series 2013 Elementary Construction Issue - Part 2 - Taxable	02/23/2021	02/01/2032	\$6,705,000.00	\$0.00	\$0.00	\$77,481.27	\$600.00	\$0.00	\$6,705,000.00
			\$36,160,000.00	\$4,660,000.00	\$0.00	\$787,800.47	\$1,425.00	\$15,635,000.00	\$15,965,000.00
Capital Outlay Certificates	Issue Date	Maturity Date	Issue Amount	Principal Retired Prior Years	Principal Paid Current Year	Interest Paid Current Year	Fees/Other Paid Current Year	Debt Refunded Current Year	Outstanding as of June 30, 2024
Series 2016 for Sports Improvements - Tennis Courts & Artificial Turf in Stadium	04/05/2016	06/01/2026	\$5,840,000.00	\$3,920,000.00	\$615,000.00	\$81,862.50	\$550.00	\$0.00	\$1,305,000.00
Series 2019 High School and Middle School Renovations	05/01/2019	08/01/2038	\$6,525,000.00	\$830,000.00	\$295,000.00	\$170,398.76	\$825.00	\$0.00	\$5,400,000.00
Series 2020 Career and Technical Education Building and 2013 Madison Elementary Refunding	12/17/2020	12/01/2032	\$2,335,000.00	\$405,000.00	\$180,000.00	\$46,182.50	\$0.00	\$0.00	\$1,750,000.00
			\$14,700,000.00	\$5,155,000.00	\$1,090,000.00	\$278,443.76	\$1,375.00	\$0.00	\$8,455,000.00
Installment Purchase/Other	Issue Date	Contract Years	Issue Amount	Principal Paid In Prior Years	Principal Paid Current Year	Interest Paid Current Year	Fees/Other Paid Current Year	Debt Refunded Current Year	Outstanding as of June 30, 2024
REED Fund Interest Free Loan (Madison Elementary Construction)	09/18/2013	10 Y	\$300,000.00	\$270,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
GOED Energy Efficiency School Loan for LED Lights	11/25/2014	10 Y	\$1,459,399.70	\$1,021,580.00	\$145,940.00	\$0.00	\$0.00	\$0.00	\$291,879.70
			\$1,759,399.70	\$1,291,580.00	\$175,940.00	\$0.00	\$0.00	\$0.00	\$291,879.70

Facility Needs Report
2024-2025

Objective: Produce a report of facility needs in the district for the next 5 years and beyond.

Project	Location	Description	Estimated Budget	Year to Begin
CTE and HS Expansion	CTE	Expand building 13,000 square feet.	\$ 4,118,231	2024-2025
JLG Architects	CTE	CTE Building Plans and Construction Monitoring	\$ 554,924	2024-2025
Puetz	CTE	Construction Management	\$ 291,767	2024-2025
Puetz	CTE	General Conditions	\$ 423,484	2024-2025
Capital Outlay Issuance Costs for CTE Project	CTE	Colliers, Standard and Poor's, State Bond Rating	\$ 226,000	2024-2025
High School Kitchen Renovation	High School	Food Service cooler, freezer, ovens, and misc.	\$ 400,000	2024-2025
Arena Scoreboards	Arena	Replace old boards.	\$ 1,342,428	2024-2025
Tiger Stadium Scoreboard	Tiger Stadium	Replace old board.	\$ 409,770	2024-2025
Middle School Roof	Middle School	The roof has exceeded its expected lifespan.	\$ 1,780,724	2024-2025
High School Roof	High School	One more section needs to be replaced.	\$ 825,850	2024-2025
Air Conditioning	Arena	Air Condition the main area space.	\$ 1,750,000	2024-2025
Complete Boiler Replacement - 4	Middle School	Original boilers are at end of life.	\$ 600,000	2024-2025
Parking Lot Expansion	High School	Expand parking lots because of growth.	\$ 1,000,000	2024-2025
Artificial Turf	High School	The turf's 10 year life expires 2026	\$ 600,000	2029-2030
Elementary Building Roof Work	District	Portions of 4 buildings need roof work.	\$ 800,000	
Concrete Repairs High School	High School	Remove/Replace the front parking lot and sidewalks.	\$ 800,000	
Roof, Boiler, Air Conditioning	Mckinley	Building systems at end of life.	\$ 1,000,000	
Underground Water and Sewer Pipes	District	Remove/Replace	\$ 1,000,000	
Concrete Repairs District Wide	District	Remove/Replace	\$ 1,200,000	
Classroom Renovations	McKinley	Renovate McKinley Classrooms that are outdated.	\$ 2,000,000	
Parking Lots	District	Maintenance	\$ 2,000,000	
Storage Building	Transportation	Additional space for vehicles.	\$ 3,000,000	
School Expansion	Elementary	Elementary School expansion for growing enrollment.	\$ 6,000,000	
High School Classroom Renovations	High School	Renovate High School Classrooms that are outdated.	\$ 10,000,000	
School Expansion	Middle School	Middle School expansion for growing enrollment.	\$ 10,000,000	
Arena Sound System	Arena	System is over 20 Years Old	\$ 250,000	
Total			\$ 52,373,178	



Huron School District #2-2

Policies and Regulations

Code:
GDA-24 Administrative Assistant
to Business Manager –
Payroll/Personnel

HURON SCHOOL DISTRICT #2-2 JOB DESCRIPTION

TITLE: Administrative Assistant to Business Manager – Payroll/Personnel

REPORTS TO: Business Manager

QUALIFICATIONS: Must have completed high school. Must possess computer skills and ability to master district-required software. Must possess excellent planning and organizational skills. Must use English language correctly and be proficient at creating & editing printed materials. Must respect matters of a confidential nature & be able to work discreetly with the public. Must be flexible & be willing to work in a fast-paced environment with multiple deadlines.

JOB GOAL: To assist the Business Manager in office procedures. To ensure that the Business Office operates in a smooth and efficient manner.

PERFORMANCE RESPONSIBILITIES:

1. Maintain confidentiality of information regarding the school.
2. Handle telephone and written correspondence.
3. Operate and maintain office machines and computers.
4. Is familiar with rules, regulations, and policies of the school.
5. Establish good rapport with administrators, staff, and the public.
6. Maintains a filing system and keeps office files current.
7. Operation of a Windows based accounting system.
8. All aspects of payroll processing for the entire school district.
9. Completes monthly, quarterly, and annual reports.
10. Coordinates and keeps records of all employee benefits and payroll deductions.
11. Updates Classified wage increases yearly.
12. Onboard new employees and off board employees leaving.
13. Manage open enrollment periods for benefits.
14. Maintains and monitors the district's flexible benefit plan.
15. Districts Authorized Agent for SDRS benefits and reporting.
16. Other duties as assigned.

TERMS OF EMPLOYMENT: Twelve-month position

EVALUATION: the Business Manager will evaluate this position annually.

	Huron School District #2-2	Code: GDA-29 Administrative Assistant to Business Manager – Purchasing/Branding/Design
	Policies and Regulations	

**HURON SCHOOL DISTRICT #2-2
JOB DESCRIPTION**

TITLE: Administrative Assistant to Business Manager – Purchasing/Branding/Design

REPORTS TO: Business Manager

QUALIFICATIONS: Must have completed high school. Must possess computer skills and ability to master district-required software. Must possess excellent planning and organizational skills. Must use English language correctly and be proficient at creating & editing printed materials. Must respect matters of a confidential nature & be able to work discreetly with the public. Must be flexible & be willing to work in a fast-paced environment with multiple deadlines.

JOB GOAL: To assist the Business Manager in office procedures. To ensure that the Business Office operates in a smooth and efficient manner.

PERFORMANCE RESPONSIBILITIES:

1. Maintain confidentiality of information regarding the school.
2. Handle telephone and written correspondence.
3. Operate and maintain office machines and computers.
4. Is familiar with rules, regulations, and policies of the school.
5. Establish good rapport with administrators, staff, and the public.
6. Maintains a filing system and keeps office files current.
7. Operation of a Windows based accounting system.
8. Process requisitions and prepare purchase orders.
9. Check-in freight daily and route to proper destination.
10. Process invoices and prepare them for payment.
11. Sort and distribute mail for the Business Office.
12. Process outgoing mail for all Central Administration offices.
13. Update the Branding Guide.
14. Make sure vendors and staff follow branding guidelines.
15. Other duties as assigned.

TERMS OF EMPLOYMENT: Twelve-month position

EVALUATION: the Business Manager will evaluate this position annually.

	Huron School District #2-2	CODE: GBEC USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES
	Policies and Regulations	

Use of Alcohol, Drugs, and Controlled Substances


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

	Huron School District #2-2	CODE: GBEC USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES
	Policies and Regulations	


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.

	Huron School District #2-2	CODE: GBGA DISTRICT INVOLVEMENT IN POLITICAL ACTIVITY
	Policies and Regulations	

District Involvement in Political Activity

The Board believes in the importance of democracy in American society and advocates political participation as an act of self-governance. In this spirit, the Board recognizes the rights of district employees, as private citizens, to be involved in local, state and federal political activities, and encourages politically related material, discussions and projects in the classroom with the intent to teach students about democracy.

For the purpose of educating voters and lawmakers, the Board will also provide information on ballot questions. The Board authorizes the superintendent or superintendent’s designee to communicate such information to citizens, media sources, public officials or candidates running for office as the superintendent or designee deems appropriate.

However, the board prohibits the following actions:

1. Use of an official school title to endorse or oppose candidates running for elected office, a political party or a proposition, referendum or issue being voted upon by the electorate;
2. Use of district funds to support or oppose a candidate running for elected office, a political action committee, a political party or a proposition, referendum or other ballot issue;
3. Acceptance of any funds, grants, or gifts for election costs from any source other than the governing body of a political subdivision, the state, or the federal government, except for gifts of a nominal and intrinsic value as defined by the South Dakota State Board of Elections.
4. Distribution or posting of material which supports or opposes any candidate, political party or action committee, or proposition, referendum or other ballot issue on school property during school hours; and
5. Use of school facilities by candidates, their representatives, political parties, or political action committees.

SCHOOL AS POLLING PLACE

In the case that a public school building is used as a public polling place, candidates, their representatives, members of a political party or political action committee or citizens acting in support or opposition to a ballot question may hand out literature or speak with prospective voters as long as this is done outside a 100-foot radius of the entrance to the polling place.

	Huron School District #2-2	Code:
	Policies and Regulations	JHCDE: Administration of Medical Cannabis to Qualifying Students

Administration of Medical Cannabis to Qualifying Students

The School District restricts the administration of medical cannabis during school hours and at school-sponsored activities unless, in accordance with a practitioner's recommendation, administration of medical cannabis cannot reasonably be accomplished outside of school hours or school-sponsored activities.

The District permits students with a valid registry identification card for medical cannabis under South Dakota law to be administered medical cannabis on school property or at a school-sponsored activity by their parent/guardian or other registered designated caregiver in accordance with this policy and South Dakota law. In order for a parent/guardian or other designated caregiver to administer medical cannabis to a qualifying student, the District will require the following to be provided initially and thereafter at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes:

- Presentation of the student's valid State of South Dakota Department of Health approved registry identification card or nonresident card with the State of South Dakota Department of Health's confirmation of registration (a copy of which will be kept by the school in the student's educational record);
- Presentation of the State of South Dakota Department of Health approved caregiver's card showing his/her status as the registered designated caregiver for the qualifying student (a copy of which will be kept by the school in the student's educational record); and
- A written dated and signed certification by the qualifying student's recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

The parent/guardian or other registered designated caregiver is the only person who may provide, administer, or assist the student with the consumption of medical cannabis. Schools will not store, and school personnel will not administer, medical cannabis.

Administration of medical cannabis to qualifying students shall be in accordance with this policy. Administration of all prescription and nonprescription medications to students shall be in accordance with applicable law and the District's policy concerning the administration of medications to students.

Definitions

The following definitions apply for purposes of this policy:



Huron School District #2-2

Policies and Regulations

Code:
JHCDE: Administration of
Medical Cannabis to Qualifying
Students

1. “Designated location” means a location identified in writing by the school district in its sole discretion and may include a location on the grounds of the school in which the student is enrolled, upon school property in South Dakota, as that term is defined herein, or at a school-sponsored activity in South Dakota.
2. “Permissible form of medical cannabis” means non-smokable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Patches and other forms of administration that continue to deliver medical cannabis to a qualified student while at school may be appropriate for students who receive ongoing adult assistance or on a case-by-case basis as determined by the district when adequate protections against misuse may be made. Smoking or vaping medical cannabis is strictly prohibited and is not a permissible form of medical cannabis for students in a school setting under any circumstances.
3. “Designated caregiver” means the qualifying student’s parent, guardian or other responsible adult over twenty-one years of age who is the qualifying student’s registered designated caregiver and who has a caregiver’s card approved by the South Dakota Department of Health. In no event shall another student be recognized as a designated caregiver. A designated caregiver is the only individual permitted to possess and administer to a qualifying student. Any designated caregiver seeking access to school property or school-sponsored activity for purposes of this policy must comply with the Board’s policy and/or procedures concerning visitors to school and all other applicable policies.
4. “School property” means any school premises, vehicle, or building, or on or in any premises, vehicle, or building used or leased for the school district’s functions.
5. “Qualifying student” means a student who possesses a valid registry identification card approved by the State of South Dakota Department of Health for the use of medical cannabis.
6. “Written certification” means the completed South Dakota Department of Health form dated and signed by a physician who is licensed with authority to prescribe drugs to humans, stating that in his/her professional opinion the patient is likely to receive a therapeutic or palliative benefit from the medical use of cannabis to treat or alleviate the patient’s debilitating medical condition or symptom associated with the debilitating

	Huron School District #2-2	Code:
	Policies and Regulations	JHCDE: Administration of Medical Cannabis to Qualifying Students

medical condition. The document must specify the patient’s debilitating medical condition and that it is made in the course of a bona fide practitioner-patient relationship.

Permissible administration of medical cannabis to a qualifying student

A qualifying student’s designated caregiver may administer a permissible form of medical cannabis to a qualifying student in a designated location if all of the following parameters are met:

1. The qualifying student’s parent/guardian provides the following to the school before the administration of medical cannabis is allowed on school property or at a school-sponsored activity and thereafter at the beginning of each school year and at any time when the qualifying student’s administration of medical cannabis changes:
 - a. The qualifying student’s valid registry identification card from the State of South Dakota Department of Health or nonresident card with the State of South Dakota Department of Health’s confirmation of registration authorizing the student to receive medical cannabis;
 - b. The completed and signed Form JHCDE-E (1) (Medical Cannabis Administration Plan);
 - c. The designated caregiver(s) card approved by the State of South Dakota Department of Health; and
 - d. Written certification dated and signed by the student’s recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

2. The qualifying student’s parent/guardian provides written notice to the school within ten (10) days of any of the following:
 - a. Change in a designated caregiver;
 - b. The student ceases to have a debilitating medical condition, as that term is defined in South Dakota law; or
 - c. The registry identification card is void, expired or revoked.



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3. In the event that a new registry identification card is issued, the qualifying student's parent/guardian provides the new card to the school district within ten (10) days of the issuance of the card;
4. The qualifying student's parent/guardian signs the written acknowledgement in Form JHCDE-E(1)(Medical Cannabis Administration Plan) assuming all responsibility for the provision, administration, maintenance, possession, storage and use of medical cannabis under state law, and releases the district from liability for any claim or injury that occurs pursuant to this policy;
5. The qualifying student's parent/guardian or designated caregiver shall be responsible for providing the permissible form of medical cannabis to be administered to the qualifying student, shall transport it in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and shall not at any given time possess on school property an amount of medical cannabis that exceeds the qualifying student's prescribed daily dosage;
6. The district will determine the location and the method of administration of a permissible form of medical cannabis so to not create risk of disruption to the educational environment or exposure to other students;
7. After administering the permissible form of medical cannabis to the qualifying student, the student's designated caregiver shall remove any remaining medical cannabis from the school property or school-sponsored activity;
8. The written dated and signed plan contained in Form JHCDE-E (1) (Medical Cannabis Administration Plan) is prepared that identifies the form, designated location(s), and any protocol regarding administration of a permissible form of medical cannabis to the qualifying student.

Additional parameters

School personnel, in their role as employees of the school district, will not under any circumstances:

	Huron School District #2-2	Code:
	Policies and Regulations	JHCDE: Administration of Medical Cannabis to Qualifying Students

1. Assist a qualifying student or his/her designated caregiver in obtaining, administering, or using medical cannabis;
2. Store or hold medical cannabis in any form;
3. Ensure the qualifying student is properly using the medical cannabis as instructed by his/her recommending practitioner; or
4. Serve as the qualifying student’s designated caregiver of medical cannabis.

This policy conveys no right to any student or to the student’s parents/guardians or other designated caregiver to demand access to any general or particular location on school property or at a school-sponsored activity to administer medical cannabis.


When a school-sponsored activity occurs at another South Dakota public school, the location identified by that school will serve as the designated location for the designated caregiver’s administration of medical cannabis.

This policy shall not apply to school property or school-sponsored activities located outside of the state of South Dakota, on federal property or any other location that prohibits cannabis on its property.

Permission to administer medical cannabis to a qualifying student may be limited or revoked if the qualifying student and/or the student’s parent/guardian or other designated caregiver violates this policy or demonstrates an inability to responsibly follow this policy’s parameters.

No student is permitted to possess or self-administer medical cannabis. Qualifying students with a valid registry identification card who possess or self-administer cannabis may be subject to discipline just as any other student without a valid registry identification card would be. Student possession, use, distribution, sale or being under the influence of cannabis inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

If the federal government indicates that the District’s federal funds will be lost or have been lost by this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical cannabis to qualifying students on school property or at a school-sponsored event shall not be permitted. The district shall post notice of such policy suspension and prohibition in a conspicuous place on its website.

	<p>Huron School District #2-2</p>	<p>CODE: JHCDE ADMINISTRATION OF MEDICAL CANNABIS TO QUALIFYING STUDENTS</p>
	<p>Policies and Regulations</p>	

Administration of Medical Cannabis to Qualifying Students

The School District restricts the administration of medical cannabis during school hours and at school-sponsored activities unless, in accordance with a practitioner’s recommendation, administration of medical cannabis cannot reasonably be accomplished outside of school hours or school-sponsored activities.

The District permits students with a valid registry identification card for medical cannabis under South Dakota law to be administered medical cannabis on school property or at a school-sponsored activity by their parent/guardian or other registered designated caregiver in accordance with this policy and South Dakota law. In order for a parent/guardian or other designated caregiver to administer medical cannabis to a qualifying student, the District will require the following to be provided initially and thereafter at the beginning of each school year and at any time when the qualifying student’s administration of medical cannabis changes: Presentation of the student’s valid State of South Dakota Department of Health approved registry identification card or nonresident card with the State of South Dakota Department of Health’s confirmation of registration (a copy of which will be kept by the school in the student’s educational record);

- Presentation of the State of South Dakota Department of Health approved caregiver’s card showing his/her status as the registered designated caregiver for the qualifying student (a copy of which will be kept by the school in the student’s educational record); and
- A written dated and signed certification by the qualifying student’s recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

The parent/guardian or other registered designated caregiver is the only person who may provide, administer, or assist the student with the consumption of medical cannabis. Schools will not store, and school personnel will not administer, medical cannabis.

Administration of medical cannabis to qualifying students shall be in accordance with this policy. Administration of all prescription and nonprescription medications to students shall be in accordance with applicable law and the District’s policy concerning the administration of medications to students.

Definitions

The following definitions apply for purposes of this policy:

1. “Designated location” means a location identified in writing by the school district in its sole discretion and may include a location on the grounds of the school in which the



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student is enrolled, upon school property in South Dakota, as that term is defined herein, or at a school-sponsored activity in South Dakota.

2. “Permissible form of medical cannabis” means non-smokable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Patches and other forms of administration that continue to deliver medical cannabis to a qualified student while at school may be appropriate for students who receive ongoing adult assistance or on a case-by-case basis as determined by the district when adequate protections against misuse may be made. Smoking or vaping medical cannabis is strictly prohibited and is not a permissible form of medical cannabis for students in a school setting under any circumstances.
3. “Designated caregiver” means the qualifying student’s parent, guardian or other responsible adult over twenty-one years of age who is the qualifying student’s registered designated caregiver and who has a caregiver’s card approved by the South Dakota Department of Health. In no event shall another student be recognized as a designated caregiver. A designated caregiver is the only individual permitted to possess and administer to a qualifying student. Any designated caregiver seeking access to school property or school-sponsored activity for purposes of this policy must comply with the Board’s policy and/or procedures concerning visitors to school and all other applicable policies.
4. “School property” means any school premises, vehicle, or building, or on or in any premises, vehicle, or building used or leased for the school district’s functions.
5. “Qualifying student” means a student who possesses a valid registry identification card approved by the State of South Dakota Department of Health for the use of medical cannabis.
6. “Written certification” means the completed South Dakota Department of Health form dated and signed by a physician, physician assistant or advanced practice registered nurse, who is licensed with authority to prescribe drugs to humans, affirming that the document is made in the course of a bona fide practitioner-patient relationship and stating that the patient has a qualifying debilitating medical condition or symptom associated with the debilitating medical condition. The document must specify the patient’s debilitating medical condition and the expiration date of the qualifying patient’s written certification, which cannot exceed one year after the date of issue.



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QUALIFYING STUDENTS

Permissible administration of medical cannabis to a qualifying student

1. A qualifying student's designated caregiver may administer a permissible form of medical cannabis to a qualifying student in a designated location if all of the following parameters are met:
 - a) The qualifying student's parent/guardian provides the following to the school before the administration of medical cannabis is allowed on school property or at a school-sponsored activity and thereafter at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes:
 - b) The qualifying student's valid registry identification card from the State of South Dakota Department of Health or nonresident card with the State of South Dakota Department of Health's confirmation of registration authorizing the student to receive medical cannabis;
 - c) The completed and signed Form JHCDE-E(1)(Medical Cannabis Administration Plan);
 - d) The designated caregiver(s) card approved by the State of South Dakota Department of Health; and
 - e) Written certification dated and signed by the student's recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.
 2. The qualifying student's parent/guardian provides written notice to the school within ten (10) days of any of the following:
 - a) Change in a designated caregiver;
 - b) The student ceases to have a debilitating medical condition, as that term is defined in South Dakota law; or
 - c) The registry identification card is void, expired or revoked.



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3. In the event that a new registry identification card is issued, the qualifying student's parent/guardian provides the new card to the school district within ten (10) days of the issuance of the card;
4. The qualifying student's parent/guardian signs the written acknowledgement in Form JHCDE-E(1)(Medical Cannabis Administration Plan) assuming all responsibility for the provision, administration, maintenance, possession, storage and use of medical cannabis under state law, and releases the district from liability for any claim or injury that occurs pursuant to this policy;
5. The qualifying student's parent/guardian or designated caregiver shall be responsible for providing the permissible form of medical cannabis to be administered to the qualifying student, shall transport it in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and shall not at any given time possess on school property an amount of medical cannabis that exceeds the qualifying student's prescribed daily dosage;
6. The district will determine the location and the method of administration of a permissible form of medical cannabis so to not create risk of disruption to the educational environment or exposure to other students;
7. After administering the permissible form of medical cannabis to the qualifying student, the student's designated caregiver shall remove any remaining medical cannabis from the school property or school-sponsored activity;
8. The written dated and signed plan contained in Form JHCDE-E(1)(Medical Cannabis Administration Plan) is prepared that identifies the form, designated location(s), and any protocol regarding administration of a permissible form of medical cannabis to the qualifying student.

Additional parameters

School personnel, in their role as employees of the school district, will not under any circumstances:

1. Assist a qualifying student or his/her designated caregiver in obtaining, administering, or using medical cannabis;
2. Store or hold medical cannabis in any form;

	Huron School District #2-2	CODE: JHCDE ADMINISTRATION OF MEDICAL CANNABIS TO QUALIFYING STUDENTS
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3. Ensure the qualifying student is properly using the medical cannabis as instructed by his/her recommending practitioner; or

4. Serve as the qualifying student’s designated caregiver of medical cannabis.

This policy conveys no right to any student or to the student’s parents/guardians or other designated caregiver to demand access to any general or particular location on school property or at a school-sponsored activity to administer medical cannabis.

When a school-sponsored activity occurs at another South Dakota public school, the location identified by that school will serve as the designated location for the designated caregiver’s administration of medical cannabis.

This policy shall not apply to school property or school-sponsored activities located outside of the state of South Dakota, on federal property or any other location that prohibits cannabis on its property.

Permission to administer medical cannabis to a qualifying student may be limited or revoked if the qualifying student and/or the student’s parent/guardian or other designated caregiver violates this policy or demonstrates an inability to responsibly follow this policy’s parameters.

No student is permitted to possess or self-administer medical cannabis. Qualifying students with a valid registry identification card who possess or self-administer cannabis may be subject to discipline just as any other student without a valid registry identification card would be. Student possession, use, distribution, sale or being under the influence of cannabis inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

If the federal government indicates that the District’s federal funds will be lost or have been lost by this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical cannabis to qualifying students on school property or at a school-sponsored event shall not be permitted. The district shall post notice of such policy suspension and prohibition in a conspicuous place on its website.

KMI


RELATIONS WITH POLITICAL ORGANIZATIONS (PUBLIC FUNDS)

The board believes in the importance of democracy and the rights of citizens to be involved in politics, but recognizes state and federal law that prohibits schools from seeking to influence elections.

School district funds, whether derived from local, state, or federal sources, will not be used for the purposes of influencing elections or ballot measures to be decided by the community or statewide voters.

The school will, in keeping with state and federal law, offer factual information on ballot measures that have the potential to affect district operation, including, opt-out campaigns and bond campaigns, to the public for the purpose of educating voters.

School resources, including staff time, shall not be used for political purposes.

	Huron School District #2-2	CODE: KMI RELATIONS WITH POLITICAL ORGANIZATIONS (PUBLIC FUNDS)
	Policies and Regulations	

Relations with Political Organizations


The board believes in the importance of democracy and the rights of citizens to be involved in politics, but recognizes state and federal law that prohibits schools from seeking to influence elections.

School district funds, whether derived from local, state, or federal sources, will not be used for the purpose of influencing elections or ballot measures to be decided by the community or statewide voters.

The school will not accept any funds, grants, or gifts for election costs from any source other than the governing body of a political subdivision, the state, or the federal government, except for gifts of a nominal and intrinsic value as defined by the South Dakota State Board of Elections.

The school will, in keeping with state and federal law, offer factual information on ballot measures that have the potential to affect district operation, including, opt-out campaigns and bond campaigns, to the public for the purpose of educating voters.

School resources, including staff time, shall not be used for political purposes.

	Huron School District #2-2	Code: GCDB Criminal Background Checks
	Policies and Regulations	

BACKGROUND CHECKS

Definitions

Authorized Persons: Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the district.

Criminal History Record Information (CHRI): A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.


Criminal Justice Information Services (CJIS): The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

Local Agency Security Officer (LASO): liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the South Dakota Division of Criminal Investigation of any security incidents, and (7) support any district security audits.

Noncriminal Agency Coordinator (NAC): primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

Point of Contact (POC): District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

Security Incident: An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

	Huron School District #2-2	Code: GCDB Criminal Background Checks
	Policies and Regulations	

Policy Statement

The District is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the district will require each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is a volunteer chaperoning an overnight trip, or is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who is a volunteer two or more times during the school year, or is a volunteer chaperoning an overnight trip, or are employed by an entity which provides the District with student services shall be required. Examples of non-school entities which provide student services include but are not limited to food service and bus service contractors. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.


Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent's Administrative Assistant shall be the District's Point of Contact(POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Business Manager is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

	Huron School District #2-2	Code: GCDB Criminal Background Checks
	Policies and Regulations	

Criminal Background Checks

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is a volunteer chaperoning an overnight trip, or is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall not pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District is subject to the requirements of this section. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a

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person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.

- a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
 - b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
 - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
9. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
 10. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's [record](#) to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. **The time frame for correcting or completing is two calendar weeks. However, more time may be granted on a case-by-case basis.**
 11. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
 12. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.

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13. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
14. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District with student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
15. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

Training

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

Confidentiality

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).
2. Information received by the district pursuant to a criminal background check is confidential. Only authorized persons within the district may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property. The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior

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Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor. Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.
3. The District will not disseminate CHRI across state lines.
4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. A copy of the FBI CHRI may be given to the person who is the subject of the criminal background check as long as they provide a valid picture identification.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.
7. The District will retain CHRI records during the period of the individual's employment or service to the District, and will retain for 5 years after the end of the employment or service.

Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. name of District;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;

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4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log;
6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes.

Security

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is

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not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.

5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the district contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

Security Incident Response Plan

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

**EXTRACT OF MINUTES OF MEETING OF THE
SCHOOL BOARD OF HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the Huron School District 02-2, Beadle, Jerauld and Sanborn Counties, State of South Dakota, was held on _____, at _____ o'clock p.m.

The following members were present:

and the following were absent:

Thereupon the President declared that a quorum was present and the meeting opened for transaction of business.

Member _____, introduced the following resolution and moved its adoption:

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF LIMITED TAX CAPITAL OUTLAY CERTIFICATES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED _____ DOLLARS (\$ _____) OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA AND AUTHORIZATION AND APPROVAL OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY IN STATE AID PLEDGE AGREEMENT.

WHEREAS, the Huron School District 02-2 is authorized by the provisions of SDCL §13-16-6.2 to issue Limited Tax Capital Outlay Certificates to fund the acquisition or construction of real property, plant and equipment; and

WHEREAS, the School Board has determined that is necessary and in the best interest of the School District to issue Limited Tax Capital Outlay Certificates of the School District for the purpose of financing school improvements including, a 13,000 square foot addition to the high school, remodel the FACS – Family and Consumer Science room, a new welding ventilation system in the existing CTE Center, partial replacement of the high school roof, complete replacement of the middle school roof, scoreboard replacement at Tiger Stadium and the Huron Arena, kitchen remodeling at the high school and financing costs of issuance including, but not limited to, Underwriter’s discount, credit enhancement and rating agency fees.

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to participate in the Pledged State Aid Program authorized under SDCL §13-19-27 and SDCL §13-16A-97 administered by the South Dakota Health and Educational Facilities Authority and to pledge the School District’s right to receive state aid to education to secure payment of such Certificates.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such

definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” means collectively SDCL Chapter 6-8B and Title 13, as amended.

“Authority” means the South Dakota Health and Educational Facilities Authority and any successor or assigns.

“Authorized Officer of the School District” means the President of the School Board and the Business Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the School District then authorized to perform such act or discharge such duty.

“Blanket Letter of Representation” means the Blanket Issuer Letter of Representation to DTC of the School District.

“Bond Counsel” means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the School District or the Registrar and Paying Agent, constitute the written record that identifies, and records the transfer of the beneficial “book-entry” interests in those Certificates.

“Business Manager” means the Business Manager of the School District appointed pursuant to the provisions of South Dakota Codified Laws Title 13 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the School Board to perform the duties otherwise performed by the Business Manager, or his or her designee.

“Capital Outlay Fund” means the District’s capital outlay fund provided by SDCL §13-16-6.

“Certificates” means not to exceed \$ _____ in aggregate principal amount of Limited Tax Capital Outlay Certificates, Series 2024, dated the Closing Date, or such other designation or date as shall be determined by the School Board pursuant to Section 8.1 hereof, authorized and issued under this Certificate Resolution.

“Certificate Payment Date” means each date on which interest, or both principal and interest, shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Certificate Purchase Agreement” means the agreement between the School District and the Underwriter for the purchase of the Certificates.

“Certificate Resolution” means this Resolution, duly adopted by the School Board on the date hereof, as it may be amended from time to time.

“Certificateholder,” “Holder” and “Registered Owner” means the registered owner of a Certificate, including any nominee of a Depository.

“Closing Date” means the date the Certificates are exchanged for value.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Certificates.

“Costs of Issuance” means all costs, fees, charges and expenses incurred in connection with the issuance of the Certificates, including but not limited to, costs for Underwriter’s discount, credit enhancement, and rating agency fees.

“Delinquency” means the failure of the School District to deposit with the Registrar and Paying Agent any amount due with respect to the Outstanding Bonds or any Parity Obligation on or before the fifteenth day preceding an Interest Paying Date for any Outstanding Bonds or Parity Bonds.

“Delinquent Amount” means (i) regarding a Delinquency with respect to an Interest Payment Date, all principal, interest, and other amounts coming due on the Bonds or Parity Obligations on such date and on the next occurring Interest Payment Date, and (ii) regarding a Delinquency with respect to an Interest Payment Date, all principal, interest, and other amounts coming due on the Bonds or Parity Obligations on such date.

“Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

“District” means the Huron School District 02-2.

“DOE” means the South Dakota Department of Education.

“DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

“Improvements” means school improvements including, a 13,000 square foot addition to the high school, remodel the FACS – Family and Consumer Science room, a new welding ventilation system in the existing CTE Center, partial replacement of the high school roof, complete replacement of the middle school roof, scoreboard replacement at Tiger Stadium and the Huron Arena, and kitchen remodeling at the high school and any other school improvements identified by the District.

“Interest Payment Dates” means each date on which interest shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Mail” means delivery through the United States Postal Office or other delivery service, e-mail or delivery through other electronic means.

“Official Statement” and “Preliminary Official Statement” means that Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Certificates.

“Original Issue Discount or OID” means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

“Original Issue Premium or OIP” means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

“Outstanding,” “Certificates Outstanding,” or “Outstanding Certificates” means, as of a particular date all certificates issued and delivered except: (1) any certificates paid or redeemed or otherwise canceled by the School District at or before such date; (2) any certificate for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the School District for the benefit of the Owner thereof; (3) any certificate for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registrar and Paying Agent and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another certificate shall have been delivered pursuant to this Resolution, unless proof satisfactory to the School District is presented that any certificate, for which a certificate in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Certificate in lieu of or in substitution for which a new certificate has been delivered and such new certificate so delivered therefor shall be deemed Outstanding; and, (5) any certificate deemed paid under the provisions of Article VII of this Resolution, except that any such certificate shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

“Parity Obligations” means any bond, note, certificate or other obligation of the School District issued after the date hereof which is secured by Pledged State Aid and is still “outstanding” under the resolution, indenture or other instrument pursuant to which it was issued.

“Paying Agent” means a commercial bank or regulated financial institution which is serving as the Registrar and Paying Agent under Sections 4.3(c), 4.5, and 4.6, and Article VI of this Resolution and who is also party to the State Pledge Agreement in the capacity of the “Paying Agent.”

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Pledged State Aid” means the state aid to education funds provided under Title 13 of South Dakota Codified Laws, SDCL §3-19-27 and SDCL 1-16A-97 and administered by the Authority in order to provide additional security for payment of the Certificates out of state aid to education appropriated by the Legislature from time to time and payable to the School District

“President” means the president of the School Board elected pursuant to the provisions of SDCL Chapter 13-8 or his or her designee acting on his or her behalf.

“Program” or “Pledged State Aid Program” means the Authority’s State Aid Pledge Program authorized under SDCL §13-19-27 and SDCL §1-16A-97.

“Purchase Agreement” means the Certificate Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the School District and the Underwriter.

“Rating Agency” means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc.

“Record Date” means the close of business on the fifteenth/first day (whether or not a business day) of the calendar month next preceding an interest payment date.

“Registrar and Paying Agent” means U.S. Bank Trust Company, National Association, or its successor or successors hereafter appointed in the manner provided in Article VI hereof.

“Resolution” means this Certificate Resolution.

“Schedule” means the schedule which indicates the principal and interest payments on the Certificates.

“School Board” means the School Board of the School District elected pursuant to the provisions of the SDCL Title 13.

“School District” means the Huron School District 02-2.

“State Aid to Education” means all state aid to education and all other funds which are appropriated from time to time for distribution to the School District under SDCL Title 13.

“State Aid Pledge Agreement” means the State Aid Pledge Agreement among the School District, Paying Agent, DOE and the Authority, as amended from time to time.

“Underwriter” means Colliers Securities LLC, acting for and on behalf of it and such securities dealers as it may designate.

“Vice-President” means the Vice-President of the School Board who may act for the President in the absence of the President.

Section 1.2. References to Resolution.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Certificate Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.

**ARTICLE II
*FINDINGS***

Section 2.1.

It is hereby found and determined by the School Board as follows:

- (a) The principal amount of the Certificates does not exceed one and one half percent (1 1/2%) of the taxable valuation of the District;
- (b) The District has developed and maintained a five-year plan on the annual projected revenues and annual projected expenditures for the capital outlay fund;
- (c) The School District hereby determines that all limitations upon the issuance of Certificates have been met and the Certificates are being authorized, issued and sold in accordance with the provisions of the Act and this Resolution.
- (d) The District has determined that it is in the best interest of the School District to participate in the Program and to pledge State Aid to Education under SDCL Title 13 to secure the Certificates.

**ARTICLE III
*AUTHORITY, PLEDGE, AND LEVY***

Section 3.1. Authority.

In order to (i) fund the acquisition and construction of the Improvements and (ii) pay costs incident to the sale and issuance of the Certificates, there shall be issued pursuant to, and in accordance with, the provisions of the Act, this Resolution, and other applicable provisions of law Limited

Tax Capital Outlay Certificates, Series 2024 of the School District in the aggregate principal amount of not to exceed \$ _____.

Section 3.2. Pledge.

The taxing powers, not to exceed three dollars per thousand of taxable valuation, of said School District shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of the Certificates as such principal and interest respectively become due. Pursuant to SDCL § 13-16-10, the School District does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Certificates when due.

Section 3.3. Levy of Taxes.

The District does hereby provide for an annual levy, not to exceed three dollars per thousand of the taxable valuation of the School District, to produce collected taxes, taking into consideration an amount necessary to provide for delinquencies, reasonable reserve and mandatory early redemption, to pay principal and interest on the Certificates when due. The Business Manager is directed to provide the County Auditors of Beadle, Jerauld and Sanborn Counties with the Schedule. The Schedule is made a part of this Resolution as if stated in full and shall be open to public inspection at the office of the Business Manager. Said levies shall be irrevocable so long as any of the Certificates or interest thereon shall remain unpaid, except that the School Board of the District and the Auditors shall have the power to reduce the levy as provided by SDCL §13-16-11.

Section 3.4. Pledge of State Aid to Education.

In order to secure payment of the principal of and interest on the Certificates as and when due, the School District hereby pledges and grants to the Registrar and Paying Agent all of the School District's right, title, and interest in and to all State Aid to Education.

Section 3.5. Deposit of Pledged Moneys.

Pursuant to the requirements of the Program, the School District shall deposit with the Registrar and Paying Agent on or before the fifteenth day of the month preceding the principal and/or interest payment coming due on the next Interest Payment Date.

ARTICLE IV

FORM, TERMS, EXECUTION, AND TRANSFER OF CERTIFICATES

Section 4.1. Authorized Certificates.

The aggregate principal amount of Certificates that may be issued under this Certificate Resolution shall not exceed _____ and No/100 Dollars (\$ _____).

Section 4.2. Form of Certificates; Execution.

(a) The Certificates are issuable only as fully registered Certificates, without coupons, in any denomination and one single Certificate may represent installments of principal maturing on more than one date. All Certificates issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied. Exhibit A, the form of the Certificate shall be on file with the Business Manager and open to public inspection.

(b) The Certificates shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the School District with the manual or facsimile signature of the President of the School Board, attested by the manual or facsimile signature of the Business Manager, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificates, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Certificate may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Certificate, were the proper officers of the School District to sign such Certificates, although on the date of the adoption by the School District of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Certificates.

(a) The Certificates shall become due and payable as set forth in the Certificate Purchase Agreement.

(b) The Certificates shall be designated "Limited Tax Capital Outlay Certificates, Series 2024," or such other designation as shall be determined by the School Board pursuant to Section 8.1 hereof. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Certificate shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Certificates is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Certificates Payment Date. Each Certificate shall state that it is issued pursuant to SDCL 6-8B.

(c) The Registrar and Paying Agent shall make all interest payments with respect to the Certificates on each interest payment date directly to the registered owners as shown on the Certificate registration records maintained by the Registrar and Paying Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said Certificate registration records, without, except for final payment, the presentation or surrender of such registered Certificates, and all such payments shall discharge the

obligations of the School District in respect of such Certificates to the extent of the payments so made. Payment of principal of and premium, if any, on the Certificates shall be made upon presentation and surrender of such Certificates to the Registrar and Paying Agent as the same shall become due and payable.

(d) **Additional Certificates.** This Resolution authorizing the issuance of the Certificates permits the issuance of additional certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation will afford debt service coverage for all Outstanding Capital Outlay Certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The property tax levy for any such additional certificates, together with the levy for then all Outstanding Capital Outlay Certificates described herein and any other Capital Outlay Fund purposes, would be limited to \$3 per \$1,000 in total. Such additional certificates would have a parity claim with all the then Outstanding Capital Outlay Certificates against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

Section 4.4. Negotiability of Certificates.

All Certificates issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Certificates.

Section 4.5. Registration, Transfer and Exchange of Certificates.

(a) The Certificates are transferable only by presentation to the Registrar and Paying Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Certificate(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Certificate(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Certificate(s) in such form and with such documentation, if any, the Registrar and Paying Agent shall issue a new Certificate or Certificates to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registrar and Paying Agent shall not be required to transfer or exchange any Certificate during the period commencing on a Record Date and ending on the corresponding interest payment date of such Certificate, nor to transfer or exchange any Certificate after the publication of notice calling such Certificate for redemption has been made, nor to transfer or exchange any Certificate during the period following the receipt of instructions from the School District to call such Certificate for redemption; provided, the Registrar and Paying Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Certificates, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the School District nor the Registrar and Paying Agent shall be affected by any notice to the contrary whether or not any

payments due on the Certificates shall be overdue. Certificates, upon surrender to the Registrar and Paying Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Certificates of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Certificates. References in this Section to a Certificate or the Certificates shall be construed to mean the Certificate or the Certificates that are held under the Book-Entry System. One Certificate for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Certificates in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Certificates. Beneficial ownership interests in the Certificates may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Certificates representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Certificates. Transfers of ownership interests in the Certificates shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, THE REGISTRAR AND PAYING AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE CERTIFICATES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE CERTIFICATES, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR AND PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS CERTIFICATE RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Certificates, so long as DTC is the only owner of the Certificates, shall be paid by the Registrar and Paying Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the School District nor the Registrar and Paying Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Certificates or (2) the School District determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Certificates would adversely affect their interests or the interests of the Beneficial Owners of the Certificates, the School District may discontinue the Book-Entry System with DTC. If the School District fails to identify another qualified securities

depository to replace DTC, the School District shall cause the Registrar and Paying Agent to authenticate and deliver replacement Certificates in the form of fully registered Certificates to each Beneficial Owner.

NEITHER THE SCHOOL DISTRICT NOR THE REGISTRAR AND PAYING AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE CERTIFICATES; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE CERTIFICATES; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS CERTIFICATE RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE CERTIFICATES IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

Section 4.6. Mutilated, Lost, Stolen, or Destroyed Certificates.

(a) In the event any Certificate is mutilated, lost, stolen, or destroyed, the School District may execute, and upon the request of an Authorized Officer of the School District the Registrar and Paying Agent shall authenticate and deliver, a new Certificate of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Certificate is a replacement Certificate) as the mutilated, destroyed, lost, or stolen Certificate, in exchange for the mutilated Certificate or in substitution for the Certificate so destroyed, lost, or stolen. In every case of exchange or substitution, the Certificateholder shall furnish to the School District and the Registrar and Paying Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Certificate and the ownership thereof. Upon the issuance of any Certificate upon such exchange or substitution, the School District and the Registrar and Paying Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the School District and the Registrar and Paying Agent. In the event any Certificate which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the School District may,

instead of issuing a Certificate in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Certificate) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the School District and the Registrar and Paying Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the School District and the Registrar and Paying Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the School District and the Registrar and Paying Agent the mutilation, destruction, loss, or theft of such Certificate and of the ownership thereof.

(b) Every Certificate issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the School District (whether or not the destroyed, lost, or stolen Certificate shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Certificates duly issued under this Resolution.

(c) All Certificates shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Certificates, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.7. Authentication.

The Registrar and Paying Agent is hereby authorized to authenticate and deliver the Certificates to the Underwriter or as it may designate upon receipt by the School District of the proceeds of the sale thereof, to authenticate and deliver Certificates in exchange for Certificates of the same principal amount delivered for transfer upon receipt of the Certificate(s) to be transferred in proper form with proper documentation as hereinabove described. The Certificates shall not be valid for any purpose unless authenticated by the Registrar and Paying Agent by the manual signature of an officer thereof on the certificate set forth herein on the Certificate form.

Section 4.8. Qualification for DTC.

The Registrar and Paying Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Certificates for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Certificates, utilization of electronic book entry data received from DTC in place of actual delivery of Certificates and provision of notices with respect to Certificates registered by the DTC (or any of its designees identified to the Registrar and Paying Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Certificates, provided, however, that the Registrar and Paying Agent shall not be liable with respect to any such arrangements it may make pursuant to this section. The Business Manager is hereby authorized to execute the Blanket Letter of Representation.

Section 4.9. Underwriter.

The President and Business Manager are authorized to retain Colliers Securities LLC, as Underwriter upon such terms as they approve.

Section 4.10. Bond Counsel.

The President and Business Manager are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.11. Rating Agency.

The President and Business Manager are authorized to retain the Rating Agency upon such terms as they approve.

Section 4.12. Dissemination Agent.

The District authorizes the Authorized Officer of the District to retain a dissemination agent with regard to the written undertaking authorized in Section 9.7 hereof.

Section 4.14. The State Aid Pledge Agreement.

The Certificates shall be secured by the State Aid to Education pursuant to the State Aid Pledge Agreement and this Resolution. The President and the Business Manager are, or either of them is, hereby authorized to execute, deliver, and perform the State Aid Pledge Agreement in connection with the offer, sale, and issuance of the Certificates. The State Aid Pledge Agreement shall be in the form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof.

ARTICLE V
REDEMPTION OF CERTIFICATES PRIOR TO MATURITY

Section 5.1. Redemption.

The Certificates shall be redeemable as set forth in the Certificate Purchase Agreement.

Section 5.2. Notice of Redemption.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registrar and Paying Agent on behalf of the District not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Certificates to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registrar and Paying Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Certificates for which proper notice was given. As long as DTC, or a successor depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registrar and Paying Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the District nor the Registrar and Paying Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registrar and Paying Agent shall mail said notices, in the case of mandatory redemption of term Certificates, as and when provided herein and in the Certificates, and, in the case of optional redemption, as and when directed by the District pursuant to written instructions from an Authorized Representative of the District given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registrar and Paying Agent).

Section 5.3. Payment of Redeemed Certificates.

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registrar and Paying Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Certificates to be redeemed as provided in this Resolution, then: (1) the Certificates so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Certificates on such date; (2) interest on the Certificates so called for redemption shall cease to accrue; and, (3) such Certificates shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registrar and Paying Agent.

(b) If on the redemption date, monies for the redemption of all Certificates or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registrar and Paying Agent so as to be available therefor on such date, the Certificates or portions

thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

ARTICLE VI
REGISTRAR AND PAYING AGENT

Section 6.1. Appointment and Acceptance of Duties.

(a) The School District hereby authorizes the Business Manager to appoint the Registrar and Paying Agent with respect to the Certificates and authorizes and directs the Registrar and Paying Agent to maintain Certificate registration records with respect to the Certificates, to authenticate and deliver the Certificates as provided herein, either at original issuance, upon transfer, or as otherwise directed by the School District, to effect transfers of the Certificates, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Certificates as provided herein, to cancel and destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the School District at least annually a certificate of destruction with respect to Certificates canceled and destroyed, and to furnish the School District at least annually an audit confirmation of Certificates paid, Certificates Outstanding and payments made with respect to interest on the Certificates. The President and the Business Manager, or either of them is hereby authorized to execute and the Business Manager is hereby authorized to attest such written agreement between the School District and the Registrar and Paying Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registrar and Paying Agent. The payment of all reasonable fees and expenses of the Registrar and Paying Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Registrar and Paying Agent may become the Owner of any Certificates, with the same rights as it would have if it were not a Registrar and Paying Agent. The Registrar and Paying Agent may act as a purchaser or fiscal agent in connection with the sale of the Certificates or of any other securities offered or issued by the School District.

Section 6.3. Resignation or Removal of the Registrar and Paying Agent and Appointment of Successors.

(a) The Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least sixty (60) calendar days' written notice to the Business Manager. The Registrar and Paying Agent may be removed at any time by the Business Manager, provided that such removal does not constitute a breach of any contractual agreement with any such Registrar and Paying Agent, by filing written notice of such removal with such Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be appointed by the Business Manager and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least

Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registrar and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution.

(b) In the event of the resignation or removal of the Registrar and Paying Agent, such Registrar and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registrar and Paying Agent, and all books and records and other properties held by it as Registrar and Paying Agent, to its successor, or if there be no successor then appointed, to the Business Manager until such successor be appointed.

Section 6.4. Merger or Consolidation of Registrar and Paying Agent.

Any corporation or association into which the Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registrar and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Business Manager shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII *DEFEASANCE OF CERTIFICATES*

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registrar and Paying Agent, the principal of and interest on such Certificates as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registrar and Paying Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Certificates and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Certificates are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Certificates to the Registrar and Paying Agent, for cancellation by it;

and if the School District shall also pay or cause to be paid all other sums payable hereunder by the School District with respect to such Certificates, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registrar and Paying Agent for the payment of principal of and interest and redemption premiums, if any, on such Certificates when due, then and in that case the indebtedness evidenced by such Certificates shall be discharged and satisfied and all covenants, agreements and obligations of the School District to the holders of such Certificates shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registrar and Paying Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Certificates; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registrar and Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the School District as received by the Registrar and Paying Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Certificates on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the School District, as received by the Registrar and Paying Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Certificates or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

ARTICLE VIII

SALE OF CERTIFICATES AND DEPOSIT OF PROCEEDS

Section 8.1. Sale of Certificates.

The Certificates shall be sold to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The President and the Business Manager, or either of them, are authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary. The form of the Certificate set forth in Exhibit A attached hereto shall be conformed to

reflect any changes, if any, as hereinbefore mentioned. The President and the Business Manager, or either of them, are hereby authorized to execute and the Business Manager is authorized to attest the Certificate Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Certificate Purchase Agreement shall be in form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Certificate Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution and is not inconsistent with the terms hereof. The President and the Business Manager are authorized to cause the Certificates to be authenticated and delivered by the Registrar and Paying Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

Section 8.2. Official Statement.

The President, Business Manager, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the President and Business Manager shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, the School District agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Section 8.3. Disposition of Certificate Proceeds.

The proceeds of the sale of the Certificates shall be deposited in the Capital Outlay Fund and shall be used by the School District to provide funds for school improvements including: the renovation and construction of new school facilities, including a 13,000 square foot addition to the high school, remodel the FACS – Family and Consumer Science room, a new welding ventilation system in the existing CTE Center, partial replacement of the high school roof, complete replacement of the middle school roof, scoreboard replacement at Tiger Stadium and the Huron Arena, and kitchen remodeling at the high school and financing costs of issuance including, but not limited to, Underwriter's discount, credit enhancement and rating agency fees.

Section 8.4. Tax Matters.

(a) The School District covenants and agrees with the registered owners from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The President and the Business Manager, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates, it is reasonably expected that the proceeds of the Certificates will be used in a manner that would not cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(c) The District further certifies and covenants as follows with respect to the requirements of Section 148 of the Code that the District reasonably expects, as of the Closing Date, that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by it and all subordinate entities during the calendar year of 2024 will not exceed \$15,000,000.

(d) The District shall file with the Secretary of the Treasury a statement concerning the Certificates containing the information required by Section 149(e) of the Code.

ARTICLE IX MISCELLANEOUS

Section 9.1. Failure to Present Certificates.

(a) Subject to the provisions of Section 4.6 hereof, in the event any Certificate shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Certificate shall be held by the Registrar and Paying Agent for the benefit of the Owner thereof, all liability of the School District to such Owner for the payment of such Certificate shall forthwith cease, determine, and be completely discharged. Whereupon, the Registrar and Paying Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Certificates.

(b) If any Certificate shall not be presented for payment within a period of six years following the date when such Certificate becomes due, whether by maturity or otherwise, the Registrar and Paying Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to

the School District any monies then held by the Registrar and Paying Agent for the payment of such Certificate and such Certificate shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the School District.

Section 9.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Certificates, or the date fixed for redemption of any Certificates, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Certificate need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 9.3. Miscellaneous Acts.

The appropriate officers of the School District are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the School District of the Certificates.

Section 9.4. Amendment.

The School Board is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Certificateholders.

Section 9.5. No Recourse Under Certificate Resolution or on Certificates.

All stipulations, promises, agreements, and obligations of the School District contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the School District and not of any officer, director, or employee of the School District in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Certificates or for any claim based thereon or this Resolution against any officer, director, or employee of the School District or against any official or individual executing the Certificates.

Section 9.6. Partial Invalidity.

If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 9.7. Continuing Disclosure.

The School District hereby covenants and agrees that it will provide financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Certificates. The President is authorized to execute at the Closing of the sale of the Certificates, an agreement for the benefit of and enforceable by the owners of the Certificates specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the School District to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Certificates to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the School District to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance. The President is authorized to execute any amendments as he or she deems necessary to comply with any rules of regulations adopted by the SEC.

Section 9.8. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 9.9. Post Issuance Compliance.

The School District does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Certificates attached hereto. The School District appoints the Business Manager as its chief post issuance compliance officer.

Section 9.10. Effective Date.

This Resolution shall take effect from and after its adoption, the welfare of the School District requiring it.

Said motion was seconded by Member _____ and upon vote being taken the following voted AYE: _____

_____ and the following voted NAY: _____

ATTEST:

President

Business Manager

EXHIBIT A-(FORM OF CERTIFICATES)

UNITED STATES OF AMERICA
STATE OF SOUTH DAKOTA
HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA
LIMITED TAX CAPITAL OUTLAY CERTIFICATES, SERIES _____

REGISTERED

REGISTERED

No.

\$.00

Interest Rate
%

Maturity Date

Certificate Date
, 2024

CUSIP No.

Registered Owner: Cede & Co.
55 Water Street, 1st Floor.
New York, New York 10041
Tax ID #13-2555119

Principal Amount: AND NO\100 DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the School District has caused this Certificate to be signed by the manual or facsimile signature of its President of the School Board of the Huron School District 02-2 and to be countersigned by the manual or facsimile signature of its Business Manager all as of the Certificate Date specified above.

ATTEST:

HURON SCHOOL DISTRICT 02-2,
SOUTH DAKOTA

Business Manager

By: President of the School Board

COUNTERSIGNED:

Resident Attorney

CERTIFICATE OF AUTHENTICATION

This Certificate is a Certificate of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is _____, 202____.

U.S. Bank Trust Company, National Association
St. Paul, Minnesota
Certificate Registrar and Paying Agent

By: _____
Authorized Officer

KNOW ALL MEN BY THESE PRESENTS: That the Huron School District 02-2, Huron, (the "School District"), in Beadle, Jerauld and Sanborn Counties, South Dakota, hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Certificate Date mentioned above at the Interest Rate mentioned above calculated on the basis of twelve 30 day months (30/360). The interest hereon is payable _____, and semiannually thereafter on _____ and _____ (each an "Interest Payment Date") in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Certificate registration books of the School District maintained by U.S. Bank Trust Company, National Association, as Certificate Registrar and Paying Agent (the "Registrar"), on the close of business on the _____ day (whether or not a business day) of the calendar month next preceding each interest payment date. The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Certificate at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Certificate is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Certificate is one of an authorized issue of Certificates limited in aggregate principal amount to a maximum of \$_____ (the "Certificates") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of which, combined with interest earnings, will be used to fund school improvements including a 13,000 square foot addition to the high school, remodel the FACS – Family and Consumer Science room, a new welding ventilation system in the existing CTE Center, partial replacement of the high school roof, complete replacement of the middle school roof, scoreboard replacement at Tiger Stadium and the Huron Arena, and kitchen remodeling at the high school and financing costs of issuance including, but not limited to, Underwriter's discount, credit enhancement and rating agency fees pursuant to a resolution duly and regularly adopted by the School District (the "Certificate Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 13-16 and 6-8B, South Dakota Codified Laws, as amended. The District has levied an irrevocable Capital Outlay levy in an amount not to exceed three dollars per thousand of taxable valuation for the payment of the Certificates. In addition, to further secure payment of the Certificates, the School District has pledged all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws ("Pledged State Aid") and has entered into a State Aid Pledge Agreement with the South Dakota Health and Educational Facilities Authority, U.S. Bank Trust Company, National Association and the South Dakota Department of Education pursuant to which State Aid to Education may be applied to pay principal and interest on the Certificates and any other Certificates issued by the School District secured on a parity with the Certificates.

Redemption Provisions

Additional Certificates

The Resolution authorizing the issuance of the Certificates permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation will afford debt service coverage for all Outstanding Capital Outlay Certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The property tax levy for any such additional certificates, together with the levy for then all Outstanding Capital Outlay Certificates described herein and any other Capital Outlay Fund purposes, would be limited to \$3 per \$1,000 in total. Such additional certificates would have a parity claim with all the then Outstanding Capital Outlay Certificates against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

This Certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Certificate Registrar in St. Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Certificate Resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The School District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the School District nor the Certificate Registrar shall be affected by any notice to the contrary.

CERTIFICATE OPINION

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
\$ _____ Limited Tax Capital Outlay Certificates, Series 202 ____

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Huron School District 02-2 (the "Issuer") of \$ _____ Limited Tax Capital Outlay Certificates, Series 202 ____, dated _____, (the "Certificates"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the Resolution and issue the Certificates.
2. A Resolution has been duly adopted by the issuer on _____ and constitutes a valid and binding limited obligation of the Issuer enforceable upon the Issuer.
3. The Resolution levies ad valorem taxes not in excess of three dollars per thousand annually upon all of the taxable property in the District, for the capital outlay fund of the District, from which fund, said Certificates and interest thereon are payable.
4. The Certificates have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, payable solely from the sources provided therefore in the Resolution.
5. The Certificates are additionally secured by the School District's pledge of all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws and the School District has entered into a State Aid Pledge Agreement (the "State Aid Pledge Agreement") with the South Dakota Health and Educational Facilities Authority, U.S. Bank Trust Company, National Association, and the South Dakota Department of Education in furtherance of such pledge.
6. The District has irrevocably authorized pursuant to a State Aid Pledge Agreement and directed the South Dakota Health and Educational Facilities Authority (the "Authority") to intercept from time to time, as necessary, State of South Dakota appropriated funds to which the District is entitled, and to transfer to the paying agent, from such intercepted funds, the amount necessary to pay principal of and interest then due on the Certificates.

7. The interest on the Bond is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Certificates in gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates. We express no opinion regarding other federal tax consequences arising with respect to the Certificates.

8. Under existing law, the interest on the Certificates is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Certificates.

It is to be understood that the rights of the holders of the Certificates and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS CERTIFICATE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS CERTIFICATE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY CERTIFICATE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

ATTACHMENT TO RESOLUTION _____

**Post-Issuance Compliance Policy for Tax-Exempt and
Tax-Advantaged Obligations and Continuing Disclosure**

Definitions

“Compliance Officer” means the Business Manager of the Issuer.

“Issuer” means the Huron School District 02-2.

Statement of Purpose

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt/tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.

- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following policies relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;
 - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
 - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;

4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
5. Joint-ventures, limited liability companies or partnership arrangements;
6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "Small Issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 2. Documentation evidencing expenditure of proceeds of the issue;
 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);

5. Documentation evidencing all sources of payment or security for the issue; and
 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be

timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the Huron School District 02-2, this _____ day of

_____.

President of the School Board

ATTEST:

Business Manager

STATE AID PLEDGE AGREEMENT

THIS STATE AID PLEDGE AGREEMENT (this "Agreement") dated as of _____, 2024, is made and entered into by and among Huron School District 02-2 (the "District"), the South Dakota Health and Educational Facilities Authority (the "Authority"), the South Dakota Department of Education ("DOE") and U.S. Bank Trust Company National Association (the "Paying Agent").

PREAMBLE

WHEREAS, on _____, 2024 the District adopted a Resolution (the "Resolution") authorizing the issuance and sale of its \$ _____ Limited Tax General Obligation Capital Outlay Certificates, Series _____ (the "Bonds") and has entered into an agreement with the Paying Agent to serve as the Bond Registrar and Paying Agent for such Bonds;

WHEREAS, pursuant to the Resolution, the District has elected to participate in the State Aid Pledge Program (the "Program") authorized pursuant to the Act, including SDCL §13-19-27 and SDCL 1-16A-97, and administered by the Authority in order to provide additional security for payment of the Bonds out of state aid to education appropriated by the Legislature from time to time and payable to the District ("Pledged State Aid");

WHEREAS, the parties hereto desire to agree to certain terms and conditions relating to the Bonds, the Program and the Pledged State Aid;

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

Section 1. Definitions.

All capitalized terms used herein and not otherwise defined in connection with such use shall have the meanings assigned thereto in the Resolution. In addition, the following terms shall have the following meanings when used herein:

"Act": Collectively, SDCL §§ 1-16A-76, 1-16A-97 to 1-16A-99, inclusive, 13-19-27, 13-19-29, 13-13-39, and 13-13-74.

"Agreement": As defined in the first paragraph of the Agreement.

"Authority": As defined in the first paragraph of the Agreement.

"BFM": South Dakota Bureau of Finance and Management.

"Bonds": As defined in the Preamble.

"Business Day" means any day which is not (i) Saturday, Sunday or other day on which banking institutions in the State of New York or the state in which the Principal Office of the

Paying Agent is located are authorized by law or executive order to close or (ii) a day on which New York Stock Exchange is closed.

“Delinquency”: As defined in Section 3(a).

“Delinquency Notice”: As defined in Section 3(a).

“Delinquent Amount” means (i) regarding a Delinquency with respect to a Payment Date on which principal is due, all principal, interest, and other amounts coming due with respect to the Bonds and Parity Obligations on such date and on the next occurring Payment Date, and (ii) regarding a Delinquency with respect to a Payment Date on which only interest is due, all interest and other amounts coming due with respect to the Bonds and Parity Obligations on such date.

“DOE”: As defined in the first paragraph of the Agreement.

“District”: As defined in the first paragraph of the Agreement.

“Intercept Notice”: As defined in Section 3(d).

“Notice Date”: As defined in Section 3(a).

“Parity Obligations” means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still “outstanding” under the resolution, indenture or other instrument pursuant to which it was issued.

“Payment Date” means any February 1 or August 1.

“Paying Agent”: As defined in the Preamble.

“Pledged State Aid”: As defined in the Preamble.

“Program”: As defined in the Preamble.

“Rating Agency”: means S&P Global Ratings.

“Resolution”: As defined in the Preamble.

“State Auditor”: means the South Dakota State Auditor.

Section 2. Pledge of State Aid.

(a) The District hereby ratifies and confirms its pledge in the Resolution of Pledged State Aid to secure payment of the Bonds and any Parity Obligations and hereby covenants and agrees that if a Delinquency occurs with respect to the payment of any amount under or in connection with any outstanding Bond or Parity Obligation, then all moneys from Pledged State Aid shall be applied to pay the Delinquent Amount as shall be specified in the Delinquency Notice.

(b) As provided in further detail in Section 3 below, the District hereby covenants and agrees that, if the Authority determines that the District is delinquent in making any payments

pursuant to the Resolution, the Bonds or any Parity Obligation, then no cash receipts from the collection of any taxes, from state aid to education under chapter 13-13 SDCL, or from the collection of tuition charges may be expended for any purpose except paying the amounts due pursuant to the Resolution, Bonds, or any Parity Obligation as specified by written notice by or on behalf of the Authority pursuant to SDCL § 13-13-39 and Section 3 of this Agreement. In such event, moneys from state aid under Title 13 shall be applied to pay the amounts as shall be specified by the Authority to the Paying Agent as provided herein.

(c) As provided in SDCL § 13-19-30, a copy of this Agreement, and the Resolution and any revisions or supplements to it, shall be filed with the secretary of the Department of Education to perfect the lien and security interest of the Authority in the Pledged State Aid under Title 13 and other funds or amounts pledged by the District. No filing, recording, possession, or other action under the uniform commercial code or any other law of this state shall be required to perfect the lien and security interest of the Authority. The lien and security interest of the Authority is deemed perfected, and the trust for the benefit of the Authority so created is binding as of the date when the District made such pledge pursuant to the Resolution, notwithstanding the time of the filing with the secretary of the Department of Education, against all parties having prior or subsequent liens, security interests, or claims of any kind in tort, in contract or otherwise.

Section 3. Payment Provisions; Delinquency and Intercept Notices.

(a) Delinquency Notice. If the District fails to deposit with the Paying Agent any amount due with respect to the Resolution, an outstanding Bond or any Parity Obligation on or before the 15th day of the month preceding a Payment Date for any Outstanding Bond or Parity Obligation (such a failure a "Delinquency"), the Paying Agent shall provide a written notice substantially in the form of Exhibit A attached hereto (a "Delinquency Notice") to the District, DOE, the State Auditor, BFM and the Authority by the close of business the same Business Day on which the payment was due (the "Notice Date").

(b) Authority to Contact Delinquent School District. Upon receipt of the Delinquency Notice, the Authority covenants and agrees that it will contact the District directly to confirm the Delinquency and request that the District cure the Delinquency immediately.

(c) Notice of Failure to Cure. If the District does not cure the Delinquency by making the required deposit with the Paying Agent by the close of business on the second Business Day following the Notice Date, the Paying Agent shall provide written notice of such failure substantially in the form of Exhibit B (the "Request For Intercept") to the District, DOE, the State Auditor, BFM and the Authority by no later than the close of business on the third Business Day following the Notice Date.

(d) Authority to Provide Intercept Notice. Upon receipt of the Request For Intercept described in Section 3(c), the Authority shall provide a written notice substantially in the form of Exhibit C attached hereto (the "Intercept Notice") from the Authority to DOE and the State Auditor, with copies to the District, the Paying Agent, and BFM,

(1) stating that the Authority has received a Delinquency Notice with respect to the District and that the District has failed to immediately cure such Delinquency,

(2) requesting DOE to deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 the amount required to pay the Delinquent Amount, and

(3) directing the State Auditor and BFM to cause to be issued a warrant for the full amount of the Delinquent Amount specified in the Intercept Notice from the Authority, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and to pay the amount so deducted to the Paying Agent specified by the Authority in such written notice, on or before the last Business Day of the month preceding the applicable Payment Date, as specified in the Intercept Notice.

(e) Subsequent Adjustment and Distribution of Remaining State Aid. Any amount paid to the Paying Agent pursuant to the procedures described in this Agreement shall be deducted from the remaining amount of state aid to education funds otherwise payable to the District under Title 13, thereby reducing the amount payable pursuant to § 13-13-74. The amount payable to the Paying Agent pursuant to this Agreement in any fiscal year may not exceed the amount of state aid to education funds appropriated and not yet paid to or for the benefit of the District for the current fiscal year.

Section 4. Statutory Provisions.

The payment of Pledged State Aid to the Paying Agent to cure a Delinquency shall be made pursuant to the provisions of SDCL § 13-13-74 notwithstanding any other law, and the parties hereto expressly agree that any such payments are subject to the provisions of SDCL § 13-19-29 and SDCL § 13-13-39. The amounts remitted to the Paying Agent as specified by the Authority in the Intercept Notice shall be used by the Paying Agent solely for the purpose of paying amounts as and when due on the Bonds and any Parity Obligations strictly in accordance with their respective terms and the terms of the Resolution.

Section 5. Covenants of the District, the Paying Agent and the Authority.

(a) So long as any Parity Obligations or Bonds remain Outstanding, the District hereby covenants and agrees that the Outstanding Bonds and all Parity Obligations shall be payable by the same Paying Agent. The District agrees that it will not remove the Paying Agent as bond registrar and paying agent with respect to the Bonds or any Parity Obligations unless and until a successor bond registrar and paying agent ("Successor Paying Agent") has been designated by the District and such successor Paying Agent has entered into an assignment and assumption agreement in a form and in substance acceptable to the Authority. Such assignment and assumption agreement shall provide that any such Successor Paying Agent shall succeed to all rights, covenants and obligations of the Paying Agent hereunder.

(b) The District covenants and agrees for the express benefit of the holders from time to time of any outstanding Bond or Parity Obligation that it shall not pledge state aid to education funds or other amounts under SDCL Title 13 for any other purpose and if any such pledge is made for any other purpose. Notwithstanding such covenant, any such pledge, if made, shall be voidable at the election of the Authority pursuant to SDCL § 13-13-39.

(c) The Authority hereby acknowledges receipt of an application fee of \$ _____ for the Program. The District also acknowledges and agrees it shall be responsible for paying the rating agency fee and all other issuance costs associated with this Agreement and any Bonds or any Parity Obligations issued under the Program.

(d) The Authority covenants that it has verified with BFM and the State Auditor that the Paying Agent has taken the necessary actions, if any, to be qualified as a recipient of automated clearinghouse funds paid to the Paying Agent under the terms of this Agreement.

(e) The Authority covenants that following the delivery of an Intercept Notice under Section 3(d) of this Agreement, it will maintain contact with DOE, BFM and the State Auditor to the extent necessary to coordinate their activities and ensure that such parties fully understand their respective obligations under this Agreement.

(f) The District has provided attached Exhibit D which sets forth the scheduled principal and interest payments and Payment Dates for the Bonds.

Section 6. Indemnification and Hold Harmless. The District shall indemnify and hold harmless the Authority, the Paying Agent, DOE, State Auditor and BFM and their respective members, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all losses, claims, demands, damages, assessments, taxes (other than income taxes), levies, charges, liabilities, costs and expenses, of every conceivable kind, character and nature whatsoever (including, without limitation, reasonable fees of attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section as “Damages”) arising out of, resulting from or in any way connected with the Bonds, all Parity Obligations, this Agreement or the Resolution or actions arising out of, or based on, the issuance, sale and delivery of the Bonds or any Parity Obligations, or any alleged act or omission by any Indemnitee in connection with this Agreement or the payment, nonpayment or other application of Pledged State Aid and for all Damages arising out of, or based upon any untrue or misleading statement or any material fact made by the District, or breach by the District of any warranty or covenant contained in any official statement or other offering documentation relating to any Bonds or Parity Obligations or in this Agreement or any certificate, document or instrument delivered in connection herewith.

Section 7. Termination. This Agreement shall terminate no earlier than one Business Day after the date on which there shall be no Outstanding Bonds and no other Parity Obligations.

Section 8. Amendments.

This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part except as shall be agreed to in writing signed by the parties hereto provided, however, that the Authority, DOE, the District and the Paying Agent may, without the consent of, or notice to the owners of the Bonds or any Parity Obligations, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of the owners of the Bonds or any Parity Obligations as theretofore amended or supplemented and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with the provisions of this Agreement, or

(b) to grant to or confer for the benefit of the owners of the Bonds or any Parity Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds or Parity Obligations, or

(c) to add to the covenants and agreements of one or more parties in this Agreement other covenants and agreements thereafter to be observed by one or more parties to this Agreement, or

(d) to make adjustments in the manner or timing of providing the Delinquency Notice or Intercept Notice, provided, however, any such adjustment described in this clause (d) shall only be permitted if, as of the date such adjustment becomes effective, the Authority determines such adjustment shall not result in a downward adjustment in the then applicable rating assigned to the Bonds or any Parity Obligations by any Rating Agency.

Section 9. Notices, Demands, Requests, and Reports.

All notices, demands, requests and reports to be given or made hereunder to or by the Authority, the Paying Agent, District or DOE shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

- | | | |
|-----|----------------------|---|
| (a) | <u>Authority:</u> | South Dakota Health and Educational
Facilities Authority, Suite 102
330 South Poplar
Pierre, S.D. 57501
Attention: Executive Director |
| (b) | <u>Paying Agent:</u> | U.S. Bank Trust Company National
Association
60 Livingston Avenue
St. Paul, MN 55107
Attention: Corporate Trust |
| (c) | <u>District:</u> | Huron School District 02-2
PO Box 949
Huron, SD 57350
Attention: Business Manager |
| (d) | <u>DOE:</u> | South Dakota Department of Education
800 Governor's Drive
Pierre, South Dakota 57501
Attention: Secretary |

(e) State Auditor: State Auditor
500 East Capitol Ave.
Pierre, SD 57501
Attention: Rich Sattgast

(f) BFM: South Dakota Bureau of Finance and
Management
500 East Capitol Ave.
Pierre, South Dakota 57501
Attention: Commissioner

The Authority, Paying Agent, District, DOE, State Auditor or BFM may change the address listed for it above at any time upon written notice of such change sent by the United States mail, postage prepaid, to the Authority, Paying Agent, District, DOE, State Auditor or BFM as the case may be.

Section 10. Expenses.

In the event a Delinquency occurs with respect to any Bond or Parity Obligation and the Authority, DOE, State Auditor, BFM or Paying Agent incurs any expenses in connection with their respective rights or obligations hereunder, the District shall promptly pay or reimburse, upon demand, all out-of-pocket expenses incurred by each of the Authority, DOE, State Auditor, BFM or Paying Agent, including fees and disbursements of counsel, in connection with any such events.

Section 11. No Lien or Charge.

Neither this Agreement or any other obligations entered into as part of the Program shall be or become a lien, charge, or liability against the State of South Dakota, DOE, State Auditor, BFM, or the Authority, nor against the property or funds of the State of South Dakota, DOE State Auditor, BFM, or the Authority within the meaning of the Constitution or laws of South Dakota.

Section 12. No Impairment.

SDCL § 1-16A provides that the State of South Dakota pledges to and agrees with the holders of bonds or capital outlay certificates issued or any lease purchase agreement entered into as part of a program sponsored by the Authority or secured by a pledge of state aid to education funds that the state will not limit or alter the pledge of state aid to education funds or the provision of this section governing the pledge or the terms provided in §§ 13-19-27, 13-19-29, and 13-13-39, inclusive, so as to impair the terms of any contract made by the school district, the state, or the Authority. The state, the District, DOE and the Authority may not impair the rights and remedies or the holders until the bonds, capital outlay certificates or lease purchase obligations, together with interest thereon, and all costs and expenses in connection with any action or proceedings by or on behalf of the holders are fully met or discharged. In addition, the Authority and DOE, acting on behalf of the state, pledge to and agree with the Paying Agent, on behalf of the holders, that the state may not limit or alter the basis on which state aid to education funds pledged under the authority or any provision of the Act are to be paid to the Authority or any financial institution designated by the Authority so as to impair the terms of the contract.

Section 13. Severability.

If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority, DOE, Paying Agent or District to be performed should be determined by a court of competent jurisdiction to be contrary to law such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Controlling Law.

This Agreement shall, to the fullest extent permitted by law, be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

Section 15. Benefit of Agreement.

This Agreement is made for the sole and exclusive benefit of the parties hereto, and the holders, from time to time, of the Bonds and any Parity Obligations. Nothing contained in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to any person other than the parties mentioned in the immediately preceding sentence any right, remedy or claim under or by reason of this Agreement.

Section 16. Counterparts.

This Agreement may be executed in several counterparts and when at least one counterpart has been fully executed by each party hereto this Agreement shall become binding on the parties hereto. All or any of said executed counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 17. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 18. Agreement Binding on Successors.

This Agreement shall be binding upon the Authority, DOE, Paying Agent and District and upon their respective successors, transferees and assigns and shall inure to the benefit of the holders from time to time of any outstanding Bonds and any Parity Obligations and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the date first written above.

HURON SCHOOL DISTRICT 02-2

By: _____
Title: Business Manager

**SOUTH DAKOTA HEALTH AND
EDUCATIONAL FACILITIES
AUTHORITY**

By: _____
Title: Executive Director

**U.S. BANK TRUST COMPANY
NATIONAL ASSOCIATION, as Paying
Agent**

By: _____
Title: Vice President

**SOUTH DAKOTA DEPARTMENT OF
EDUCATION**

By: _____
Title: Secretary

EXHIBIT A

DELINQUENCY NOTICE

To: Huron School District 02-2 (the "District"); and
South Dakota Health and Educational Facilities Authority (the "Authority")

Copies to: South Dakota Department of Education ("DOE")
South Dakota Bureau of Finance and Management ("BFM")
South Dakota State Auditor ("State Auditor")

From: U.S. Bank Trust Company National Association ("Paying Agent")

Date: _____

Re: That certain State Aid Pledge Agreement dated _____, _____ ("State Aid Pledge Agreement") by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the "Obligations")
 - a. \$ _____ original principal amount Limited Tax General Obligation Capital Outlay Certificates, Series _____:
 - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$ _____ was required to be deposited with the Paying Agent on _____, _____ (the "Deposit Date"), and as of this date such deposit has not been received and as a consequence a Delinquency exists as defined in the State Aid Pledge Agreement.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to contact the District concerning the Delinquency, and if the Delinquency is not cured by the close of business on _____, _____ (the second business day following the Deposit Date), the Authority shall issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. Please have the amount of the required deposit wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, as Paying Agent**

By: _____
Vice President

[ATTACH PAYMENT INSTRUCTIONS HERE]

EXHIBIT B
INTERCEPT REQUEST

To: South Dakota Health and Educational Facilities Authority (the "Authority")

Copies to: South Dakota Department of Education ("DOE")
South Dakota Bureau of Finance and Management ("BFM")
South Dakota State Auditor ("State Auditor")
Huron School District 02-2 (the "District")

From: U.S. Bank Trust Company National Association ("Paying Agent")

Date: _____

Re: That certain State Aid Pledge Agreement dated _____, _____ ("State Aid Pledge Agreement") by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the "Obligations")
 - a. \$_____ original principal amount Limited Tax General Obligation Capital Outlay Certificates, Series _____:
 - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$_____ was required to be deposited with the Paying Agent on _____, _____ (the "Deposit Date") and as of this date a Delinquency exists with respect to such deposit. As defined in the State Aid Pledge Agreement, the Delinquent Amount with respect to such deposit is \$_____.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. The Delinquent Amount shall be wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, as Paying Agent**

By: _____
Vice President

[ATTACH PAYMENT INSTRUCTIONS HERE]

EXHIBIT C

INTERCEPT NOTICE

To: South Dakota Department of Education (“DOE”)
South Dakota State Auditor (“State Auditor”)

Copies to: Huron School District 02-2 (the “District”)
South Dakota Bureau of Finance and Management (the “BFM”)
U.S. Bank Trust Company National Association (the “Paying Agent”)

From: South Dakota Health and Educational Facilities Authority (the “Authority”)

Date: _____, _____

Re: State Aid Pledge Agreement dated _____, _____ (the “State Aid Pledge Agreement”) by and among the Authority, DOE, the District and the Paying Agent

The Authority hereby notifies DOE and the State Auditor pursuant to SDCL § 13-13-39 and the referenced State Aid Pledge Agreement as follows:

1. This notice is authorized pursuant to SDCL § 13-13-39 and Section 3 of the State Aid Pledge Agreement.
2. The Authority has received a Delinquency Notice from the Paying Agent indicating that the District is delinquent in making certain deposits with respect to the Bonds or other Parity Obligations secured by the State Aid Pledge Agreement.
3. The authority has contacted the District regarding the Delinquency Notice, but to the Authority’s knowledge the District has failed to cure the Delinquency as of _____, 20__.
4. The Paying Agent has advised the Authority that the Delinquent Amount as defined in the State Aid Pledge Agreement is currently \$ _____.
5. The Authority hereby requests that:
 - (a) DOE deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 an amount sufficient to pay the Delinquent Amount, and
 - (b) State Auditor issue a warrant for the full amount of the Delinquent Amount, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and pay the amounts so deducted to the Paying Agent by ACH transfer pursuant to the attached payment instructions on or before _____, 20__.

4. If you require further information or have questions, please contact the following individual:

5. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**SOUTH DAKOTA HEALTH AND
EDUCATIONAL FACILITIES AUTHORITY**

By: _____
Executive Director

[ATTACH PAYMENT INSTRUCTIONS HERE]