

Mission: *To develop lifelong learners through effective teaching in a safe and caring environment.*
Vision: *Educational excellence for every child – setting the standard others aim for.*

AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
October 11, 2016
5:30 p.m.

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

October 24	Board of Education Meeting – 5:30 p.m. – IPC
November 2	Early Release
November 7 & 8	2 nd /3 rd Grade Parent/Teacher Conferences 3:30 – 6:45
November 8 & 14	HMS Parent/Teacher Conferences 5:30 – 8:45
November 11	Veteran’s Day Holiday – No School
November 14	Board of Education Meeting – 5:30 p.m. – IPC
November 15 & 17	4 th /5 th Grade Parent/Teacher Conferences 3:30 – 6:45
November 21 & 22	Kindergarten/1 st Grade Parent/Teacher Conferences 3:30 – 6:45
November 23	Early Release
November 24 & 25	Thanksgiving Vacation – No School
November 28	Board of Education Meeting – 5:30 p.m. – IPC
6. **Community Input on Items Not on the Agenda**
7. **Conflict Disclosure and Consideration of Waivers**
 - a) **School Board Member John Halbkat – WR2017-40**
 - b) **Director of School Nutrition Carol Tompkins – WR2017-41**
 - c) **Director of Curriculum & Instruction Sherri Nelson – WR2017-42**
8. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

 - a) **Approval and/or Correction of Minutes of Previous Meetings**
 - b) **Consideration and Approval of Bills**
 - c) **Approval and/or Correction of the Financial Report**
 - d) **Board Approval of New Hires**

As was mentioned previously, classified personnel and substitute teachers/classroom aides must be approved in order to be covered by our workers’ compensation plan.

 - 1) Jacob Dschaak / Substitute Teacher / \$100 per day
 - 2) Lisa Wilde / Concessions Worker / \$11.47 per hour
 - 3) Kelby Van Wyk / Winter Sideline Cheer Coach / \$1,664 per year
 - 4) Maria Ptak / Para-Educator – Buchanan K-1 Center / \$13.53 per hour
 - 5) Karen Kahre / Food Service – HS Lunch Server / \$12.62 per hour
 - 6) Lisa Nahary / Substitute Teacher / \$100 per day
 - e) **Contracts for Board Approval**
 - 1)
 - f) **Resignations for Board Approval**

g) **Request to Open Washington 4-5 Center Parent/Teacher Account**

Beth Foss, Principal of the Washington 4th/5th Grade Center is seeking permission to create an activity account on behalf of the Washington 4-5 Center Parent/Teacher Organization. Letter attached.

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

9. **CELEBRATE SUCCESSES IN THE DISTRICT:
CONGRATULATIONS:**

- Nolan Wiegel for finishing 6th at state golf. Nolan was all-state (top 25) and made the All Tournament Team (top 6).

THANK YOU TO:

- Ashley Neuharth for taking care of all of the United Way pledge cards. It was greatly appreciated.
- The Huron School District staff for pledging \$12,010 to United Way. This is the largest amount pledged by the Huron School District since the start of the school district pledging to United Way.
- Erica Boomsma's 4th grade class and Michelle Azar's 5th grade class for winning the Harvest Fest Pumpkin Contest.

10. **REPORTS TO THE BOARD**

- a) **Huron Youth Leadership Council – "Schools Connection" – Henry Rubish**
- b) **State Report Card** – Sherri Nelson
- c) **Business Manager's Report**
- d) **Superintendent's Report**



11. **OLD BUSINESS**

- a)

12. **NEW BUSINESS**

- a) **Indirect Cost Rates Calculation for Federal Grants**
- b) **Request for Weight Room Surplus Property to be Traded**
- c) **Introduction Conflict Resolution**
- d) **Introduction – Procurement Guide for Federal Awards**

13. **ADJOURNMENT**

REQUEST FOR SCHOOL BOARD WAIVER

Date: 9/27/16

Name of the school board member, school administrator or school business manager requesting the waiver: **John Halbkat, Board Member**

Brief explanation of the potential conflict of interest:

I am a member of the local Sertoma Club and a member of the Board of Directors. The Sertoma Club budgets financial grants to the Special Services Department.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including: **no contracts or transactions exist**

(1) all parties to the contract

(2) the person's role in the contract or transaction

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

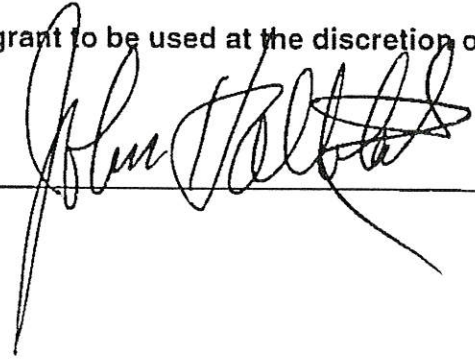
(5) the length of time of the contract

(6) any other relevant information

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

There is not conflict, this is a financial grant to be used at the discretion of the school district for children with special needs.

Signature of Person Requesting Waiver: _____



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Associated School Boards of South Dakota	NEPN Code: AH-E(1)
Policy Reference Manual	

REQUEST FOR SCHOOL BOARD WAIVER

Date: September 27, 2016

Name of the school board member, school administrator or school business manager requesting the waiver: Carol Tompkins, Nutrition Director for Huron Public School District

Brief explanation of the potential conflict of interest: Order food for the United Way Back Pack Program with two vendors that I do business also with school nutrition. I order Back Pack foods from Fair City Foods (Huron) and Reinhart (Marshall, MN) as I do also for school nutrition.
Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including:

(1) all parties to the contract

Huron Public School District Nutrition/United Way Back Pack Program/Reinhart/Fair City Foods/Carol Tompkins

(2) the person's role in the contract or transaction

Carol Tompkins orders food for both United Way Back Pack Program & school nutrition from the same vendors Reinhart and Fair City Foods.

(3) the purpose(s)/objective(s) of the contract

To obtain foods for both Back Pack Program and school nutrition programs.

(4) the consideration or benefit conferred or agreed to be conferred upon each party

Huron Public Schools pays the customary charges for any purchases made from both vendors.

United Way Back Pack Program pays customary charges from Reinhart, but is sold food at cost from Fair City Foods.

(5) the length of time of the contract

School nutrition program has a current bid with Reinhart which is for 2016-2017 school year and summer.

United Way Back Pack Program or school nutrition have no actual contract with Fair City Foods.

(6) any other relevant information

With procurement procedures the school nutrition program also purchases from other local grocery stores for the nutrition program as well.

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

Only connection is that Carol Tompkins orders United Way Back Pack foods and that Fair City gives the Back Pack Program a discount.

Huron Public Schools/Nutrition department gets no discounts when purchasing from Fair City Foods and has a bid price with Reinhart.

Signature of Person Requesting Waiver: _____

Carol Tompkins

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Adopted: 6/28/2016 Revised: Reviewed:

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

REQUEST FOR SCHOOL BOARD WAIVER

Date: October 4, 2016

Name of the school board member, school administrator or school business manager requesting the waiver: Sherri Nelson

Brief explanation of the potential conflict of interest: I serve on the SDAMLE (South Dakota Association of Middle Level Educators) Board of Directors.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including:

(1) all parties to the contract: Sherri Nelson and SDAMLE

(2) the person's role in the contract or transaction: Board Member

(3) the purpose(s)/objective(s) of the contract: I am an advocate for middle level educators and a resource for curriculum, instruction, and assessment.

(4) the consideration or benefit conferred or agreed to be conferred upon each party: I will likely attend two (face to face) board meetings per year.

(5) the length of time of the contract: Fall 2015 to present.

(6) any other relevant information: Once a month, I also participate in SDAMLE Board Meetings via video conferencing. These meetings are currently scheduled outside of my contract day.

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

Serving on the SDAMLE board gives me an opportunity to promote the Huron School District and stay current on best practices in middle level education.

Signature of Person Requesting Waiver: *Sherri Nelson*

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**Huron School District
New Hire Justification**

Date: September 23, 2016

Applicant Information

Applicant Name: Lisa Wilde
Address: 155 Nebraska SW, Huron, SD 57350
Phone: 1-605-860-8900
Education: High School, De Smet, SD
Experience: 6 years Food Service
References: Karen Holmlund, Joyce Price, Ashley Soreson

Reason for New Hire

New Position: Concessions Worker
Replacement: No one

Position Information

Department: Concessions
Position: Concessions Worker
Supervisor: Carol Tompkins
Responsibilities: Vary with position
Hours: Vary with position

Hiring Information

Wages: \$11.47
Classification: ---
Wage Justification: Starting wage adult concession worker in 16-17
Start Date: October 12, 2016
Requested by: Carol Tompkins (Administrator)

**Huron School District
New Hire Justification**

Date: Sept 30, 2016

Applicant Information

Applicant Name: Kelby Van Wyk

Address:

Phone:

Education: DWU 2015

Experience: Cheered in HS and DWU

References: Heather Rozell and Jerry Lucklum – DWU cheer coach

Reason for New Hire

New Position:

Replacement: Amanda Lehman

Position Information

Department: Athletics

Position: Winter Sideline

Supervisor: Terry Rotert

Responsibilities: Lead GBB/BBB cheer squad

Hours:

Hiring Information

Wages: \$1664.00

Classification:

Wage Justification:

Start Date: Oct 24, 2016

Requested by: Terry Rotert

Huron School District
New Hire Justification

Date: 10-3-16

Reason for New Hire:

Replacement _para for Lavonne Luellman's position_____ ___New
Position

Applicant Information

Applicant Name: Maria Ptak
Education: Has 4 year degree in Psychology
Experience: Substitute teacher/para
References: Karla Richards, Lilly Rodriguez, Velda Christmas

Position Information

Department: Buchanan
Position: Para
Supervisor: Peggy Heinz

Responsibilities:

- Working with K students
- _____
- _____

Hours: 7 1/2 hour days

Hiring Information:

Wages: \$13.53_ per hour
Classification: Class _A_, Class ___ employee – Step 0
Justification: replacement of LaVonne Luellman
Start Date: ASAP

Requested by: ___Peggy Heinz_____ (Administrator)

**Huron School District
New Hire Justification**

Date: September 23, 2016

Applicant Information

Applicant Name: Karen Kahre
Address: 1264 Idaho Ave. S.E.
Huron, SD 57350
Phone: (605) 350-3669
Education: Huron College, Huron, SD
Experience: Custodial and 4H secretary
References: Bonnie Reick, Tom Brantner, Barb Roos

Reason for New Hire

New Position: HS Lunch Server
Replacement: Replaces Luis Hernandez

Position Information

Department: Food Service
Position: HS Lunch Server
Supervisor: Carol Tompkins
Responsibilities: Serve food at HS, dish machine duties, sweeping & mopping
Hours: 11:30 am – 1:00 pm

Hiring Information

Wages: \$12.62 an hour
Classification: I
Wage Justification: Probationary starting wage
Start Date: October 12, 2016
Requested by: Carol Tompkins (Administrator)

Washington 4 - 5 Center
1451 McClellan Drive SW, Huron SD
Phone: 605-353-7895
Beth Foss, Principal



10-5-2016

To: The Huron School District Board of Education
Mr. Nebelsick, Superintendent
Mr. Christopherson, Business Manager

From: Beth Foss, Principal
Washington 4-5 Center

A handwritten signature in black ink, appearing to read "Beth Foss". The signature is written in a cursive style with a long, sweeping underline that extends down and to the left.

I am requesting permission from the School Board to establish a trust and activity account on behalf of the Washington 4-5 Center Parent / Teacher Organization.

Thank you in advance for your consideration.



south dakota
DEPARTMENT OF EDUCATION

Learning. Leadership. Service.

800 Governors Drive
Pierre, SD 57501-2235

T 605.773.3134
F 605.773.6139
www.doe.sd.gov

TO: Kelly Christopherson
Huron 02-2

FROM: Susan Woodmansey, Office of School Finance & State Aid

DATE: September, 2016

RE: Indirect Cost Rates Calculation

Find enclosed a Delegation Agreement for your district's indirect cost rate. Please review, sign and return the agreement to our office on or before Friday, September 30, 2016.

Based on recent approval by the U.S. Department of Education the rate was based on the below:

- The rate will be in effect for 5 fiscal years (2017 through 2021). Please see rates at the bottom of this memo.
- The rate is based on 95% of average annual indirect cost rate calculation for the past 5 years (FY2011 through FY2015).
- This methodology (95% of 5-year average) will be utilized for establishing both the restricted AND non-restricted indirect cost rates.

If you have questions regarding this matter please feel free to contact me at (605) 773-4748 or susan.woodmansey@state.sd.us

Restricted Indirect Cost Rate Percentages:

FY2011	FY2012	FY2013	FY2014	FY2015	FY2017-FY2021 (95% of 5-yr Avg.)
2.05%	1.82%	1.74%	1.48%	1.45%	1.62%

Non-Restricted Indirect Cost Rate Percentages:

FY2011	FY2012	FY2013	FY2014	FY2015	FY2017-FY2021 (95% of 5-yr Avg.)
21.87%	20.09%	18.74%	18.85%	24.70%	19.81%

DELEGATION AGREEMENT FOR INDIRECT COST RATE

School District: Huron 02-2
Date: September, 2016
Agreement #: 1HU02-2-21
Restricted Calculated Rate: 1.62%
Unrestricted Calculated Rate: 19.81%

This agreement confirms approval and acceptance of the methodology, policy and procedures the South Dakota Department of Education will use in establishing indirect cost rates for each public school district. These rates are for use in the award and management of Federal contracts, grants, and other Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75.561 and 76.561; (b) and (c).

The South Dakota Secretary of Education or his designated representative is delegated authority to establish indirect cost rates for each district. These rates will serve as the sole basis for budgeting and allocating indirect cost reimbursement under Federal programs. The application of these indirect cost rates is binding on all Federal agencies and subject to periodic review pursuant to single audit requirements for State and Local governments.

The effective period of this agreement is fiscal years 2017-2021 and replaces any previous agreement.

Please carefully review this information sign, date and return this form to our office and retain one copy for your records.

School Board President

School District Superintendent

Print Name

Print Name

Date

Date

Proposal



2300 W 41st Street - Sioux Falls, SD 57105
Phone: 605-759-4803 Fax: 605-370-5576

Number:	1
Prepared by:	Nathan Meyer
Email:	nmeyer@pushpedalpull.com
Phone:	605-759-4803
Mobile:	605-759-4803

SHIP TO INFORMATION				BILL TO INFORMATION			
Company:		Huron High School		Company:			
Location Contact:		Zach Campbell		Purchaser Contact:			
Address:		150 5th St SW		Address:			
City:		Huron		City:			
State:		SD	Zip Code: 57350	State:		SD	Zip Code:
Location Phone:		605-353-6990	Cell:	Purchaser Phone:			
Location Fax:				Purchaser Fax:			
Additional Contact:				Email:			
Alternative Phone:				Additional Info:			
Date:	Version:	PO#	Layout	EXEMPT #		Expected Delivery Date:	
9/29/2016	1		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="checkbox"/>			
PRODUCT INFORMATION							
QTY	SKU	Description	Frame	Pads	List	Discounted Price	Extend Price
4	3226-8	Legend Pro Series Half Rack				\$1,928.00	7,712.00
		Two tone color / Customized Logo Uprights					-
		Band Pegs / Monster Hooks / Bar & Band Storage					-
1	971	Legend Pro Series Lat Pulldown / Low Row				\$2,527.00	2,527.00
							-
4	3216	Legend Multi-Bench w/ Spotter Stand				\$599.00	2,396.00
4	3144-P	Legend Logo Wear Guards for Benches				\$188.00	752.00
1							-
1	72405	ProActive Pro Style Rubber Dumbbells 5-100lb				\$2,981.00	2,981.00
		5yr Warranty					-
1	DB-5-15	ProActive Pro Style Rubber Dumbbell Set				\$149.00	149.00
		2.5lb, 5lb, 7.5lb, 10lb, 12.5lb, 15lb Pairs					-
							-
4	GOB-1800	VTX Mens Olympic Bar				\$186.00	744.00
2	GOB-800	VTX Womens Olympic Bar				\$186.00	372.00
6	72409	Escape 45lb Bumper Plate				\$68.00	408.00
4	72407	Escape 25lb Bumper Plate				\$41.00	164.00
4	77760	TRX Pro Club Suspension Trainer				\$165.00	660.00
							-
1	FMELLIP	Free Motion Elliptical - Trade-In				-\$400.00	(400.00)
5	RACK	Power Rack & Bench Trade-In				-\$65.00	(325.00)
1	SMITH	Smith Machine Trade-In				-\$100.00	(100.00)
1	WEIGHTS	Dumbbells - Trade-In				-\$265.00	(265.00)
2	LAT	Lat Pulldown Trade-In				-\$25.00	(50.00)
2	LEG	Leg Extension / Leg Curl Trade-In				-\$25.00	(50.00)
1	LEG Ext	Leg Ext Cable Trade-In				-\$25.00	(25.00)
1	Low Row	Low Row Cable Trade-In				-\$25.00	(25.00)
						Equipment Total:	\$ 17,625.00
Special Instructions & Notes						Trade In:	
Thank you for your business - Nate						Factory Freight: \$ 1,756.00	
						Delivery/Installation: \$ 2,387.00	
						Disposal Fee:	
						Subtotal: \$ 21,768.00	
						Tax:	
						Maintenance Agreement:	
INVOICE # :						Total: \$ 21,768.00	
Authorized Signature:				Date:			

Conflict Disclosure

AH

SDCL 3-23-6 states:

"[n]o board member, fiscal agent, officer, or executive of a local service agency, school district, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract that the local service agency, school district, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity is a party to the contract except as provided in § 3-23-8."

This policy prohibits school board members, the school district fiscal agent (business manager), school officers and executives (school administrators) from having an interest in a contract, or receiving a direct benefit from a contract, if the school district is a party to that contract or has a separate contract which is related to the contract of the school board member, business manager or school administrator, unless the school board grants a waiver. Disclosure requirements apply to public contracts for labor or services to be rendered, the purchase of commodities, materials, supplies, or equipment of any kind, and any kind of contract related to facilities.

Disclosure is required by the school board member, the business manager or a school administrator in each of the following situations:

1. When the school board member, business manager or school administrator has an interest in a contract or receives a direct benefit from a contract.
2. If the spouse of the school board member, business manager or school administrator has an interest in a contract or receives a direct benefit from a contract.
3. If another person with whom the school board member, business manager or school administrator lives and commingles assets has an interest in a contract or receives a direct benefit from a contract.

A school board member, business manager or school administrator derives a direct benefit from a contract, or their spouse or other person with whom assets are commingled derives a direct benefit from a contract:

1. If the person has more than a five percent ownership or other interest in an entity that is a party to the contract;
2. If the person derives income, compensation, or commission directly from the contract or from the entity that is a party to the contract;
3. If the person acquires property under the contract; or
4. If the person serves on the board of directors of an entity that derives income directly from the contract or acquires property under the contract.

A person does not derive a direct benefit from a contract based solely on the value associated with the person's investments or holdings, or the investments or holdings of other persons the state officer or employee lives with and commingles assets.

If in doubt whether an actual conflict exists, this policy also requires disclosure of possible or potential conflicts.

If other specific conflict of interest laws or administrative regulations relating to school board members, school administrators and the school business manager apply in addition to SDCL Ch. 3-23 and this policy, the more restrictive conflict of interest law shall apply.

Any school board member, school administrator or school business manager who knowingly violates SDCL Ch. 3-23 commits a criminal offense (Class 1 misdemeanor).

Any school board member who knowingly violates the provisions of this policy is subject to being removed as a school board member. Any school administrator or business manager who knowingly violates the provisions of this policy is subject to his or her employment relationship with the school district being terminated.

Unless the school board has granted a waiver, the contract in which the school board member, school administrator or school business manager has an interest or receives a direct benefit is voidable by the school board and any benefit received

by the school board member, school administrator or school business manager is subject to forfeiture.

A waiver may be granted by the school board to authorize a school board member, school administrator or school business manager to receive a direct benefit from the school district's contract with a person or entity (public, private, for-profit, non-profit) if the following conditions are met:

1. The school board member, school administrator or school business manager provides a full written disclosure to the school board;
2. The school board reviews the essential terms of the contract or transaction and the school board member's, school administrators' or school business manager's role in the contract or transaction;
3. The school board determines that the transaction and terms of the contract are fair and reasonable and not contrary to the public interest; and
4. The authorization of the school board is in writing and filed with the Auditor-General.

The public records laws (SDCL Ch. 1-27) apply to all requests for a waiver.

APPLYING FOR A WAIVER:

1. If the potential for a conflict exists, the school board member, school administrator or school business manager having the potential conflict of interest must submit the Request for School Board Waiver form, Exhibit AH-E(1).
2. The request should be submitted to the school board before entering into a conflicted contract or transaction.
3. Disclosures and requests for a waiver should be submitted to the President/Chairperson of the School Board, the Superintendent or the Business Manager, at least 5 calendar days before the scheduled meeting in

order to be included in the posted agenda and acted upon at the next scheduled meeting. Disclosures and requested received by the President/ Chairperson of the School Board, the Superintendent or the Business Manager less than 5 calendar days before the scheduled meeting may be deferred until the following school board meeting.

4. The person applying for the waiver must describe the relationship to the contract in question and why the applicant believes the contract may be subject to disclosure, including how person, his/her spouse or anyone with whom he/she lives and commingles assets might benefit from the contract. Examples of persons other than a spouse might include a girlfriend, boyfriend, roommate, or an adult child.
5. The person requesting the waiver identify and describe the essential terms of the contract:
 - (a) all parties to the contract,
 - (b) the person's role in the contract or transaction,
 - (c) the purpose(s)/objective(s) of the contract,
 - (d) the consideration or benefit conferred or agreed to be conferred upon each party,
 - (e) the length of time of the contract,
 - (f) any other relevant information.
6. The person requesting the waiver should briefly describe why he/she believes a waiver would not be contrary to the public interest (i.e., the contract was part of a competitive bidding process, there are other school district people involved in the decision-making process to enter into the contract, or the terms of the contract are consistent with other, similar contracts).

7. The School District Attorney may answer general questions about the applicability of SDCL Ch. 3-23 or about the other laws that address conflict of interest. However, the school district attorney represents the school district and the school board, and not school board members, school administrators, or the school business manager, in their individual capacities. School board members, school administrators, and the school business manager should contact a private attorney if they have questions as to how SDCL Ch. 3-23 and this policy apply to their individual interests and contracts.

BOARD ACTION ON A REQUEST FOR WAIVER:

School Boards will have a regular agenda item at the beginning of the school board meeting agenda when the school board will address disclosures and requests for a waiver.

Disclosures and requests for a waiver submitted to the President/Chairperson of the School Board, the Superintendent or the Business Manager, at least 5 calendar days before the scheduled meeting will be included in the posted agenda and acted upon at the next scheduled meeting.

Disclosures and requests received by the President/ Chairperson of the School Board, the Superintendent or the Business Manager less than 5 calendar days before the scheduled meeting may be deferred until the following school board meeting.

If possible, waiver requests will be acted upon at the meeting in which the request is brought forth. If the school board believes the request form information is incomplete, the school board must ask the person requesting the waiver for additional information. The Board will avoid using an incomplete request form as the basis for extending the time for review and decision on the waiver request; the school board may receive the needed information from the requesting party at the school board meeting when the waiver request is being addressed.

When considering a waiver request, the school board should be able to determine the requesting party's relationship to the contract, the requesting party's

relationship to the outside contracting party, whether the contract terms are reasonable and in the public interest, and any other factors the school board believes will help establish the relevant facts and circumstances surrounding the contract(s) and the request for waiver.

At the meeting when the waiver request will be considered by the board, the school board member, school administrator or school business manager submitting the waiver request must be present and prepared to answer questions from the school board about the request for a waiver.

The request and the Board's determination must be included in the minutes of the meeting.

If the authorization is granted, a written authorization [Exhibit AH-E(2)] shall be prepared following the meeting and signed by the President/Chair of the School Board or other authorized School Board Member, and filed with the Auditor General.

Note: School Boards need to consult with their school attorney before the school board goes into executive session to discuss a disclosure and waiver request. Only upon the recommendation of the school attorney should the School Board discuss the disclosure and request in executive session.

REQUEST FOR SCHOOL BOARD WAIVER

AH-E (1)

Date: _____

Name of the school board member, school administrator or school business manager requesting the waiver:

Brief explanation of the potential conflict of interest:

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including:

- (1) all parties to the contract
- (2) the person's role in the contract or transaction
- (3) the purpose(s)/objective(s) of the contract
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
- (5) the length of time of the contract
- (6) any other relevant information

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

Signature of Person Requesting

Waiver: _____

THIS IS A PUBLIC DOCUMENT

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

AH-E (2)

A written request for waiver of conflict, dated _____,
was received from _____.

The request was acted upon by the members of the Huron School District School Board during a meeting held on _____.

_____ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

_____ The request for waiver was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted.

_____ The request for waiver was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

***Huron School District 2-2
Procurement Guide for
Federal Awards***

Table of Contents

Introduction	3
Standards of Conduct and Conflict of Interest Policies	3
Conflict of Interest.....	3
Gratuities, Kickbacks, and Contingent Fees	4
Confidential Information	4
Equal Employment Opportunity/Affirmative Action	4
Open Competition Required.....	4
Select procurement method	5
Goods and Services	5
Micro-purchase cannot exceed \$3,500.00	5
Small purchases cannot exceed \$25,000.00.....	5
Large purchases are purchases that exceed \$25,000.00.....	5
Invitation for Bids (IFB)/Sealed Bids.....	5
Noncompetitive Proposals	6
Procurement contract files	6

Introduction

This procurement manual applies specifically to purchases of goods and services for the Huron School District that are funded by federal grants.

The Huron School District receives federal funding from the federal government and the state, as well as other agencies. Therefore, the Huron School District adopts procurement policies and procedures that are consistent with federal regulations and the laws of South Dakota.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services necessary for the operation of the Huron School District. These procedures include guidelines for the solicitation, award, and administration of formally advertised contracts.

The procurement procedures are designed to:

- 1.) Instill public confidence in the procurement process of the Huron School District.
- 2.) Ensure fair and equitable treatment for all vendors who seek to deal with the Huron School District. Ensure maximum open and free competition in the expenditure of public funds. Provide the safeguards to maintain a procurement system of quality and integrity.

The methods by which the foregoing is implemented are described in detail in the remainder of this document.

The procurement process is ongoing throughout the fiscal year. During budget, the needs are identified for goods that will be procured during the upcoming fiscal year.

Standards of Conduct and Conflict of Interest Policies

There will be uniform and equitable application of the Standards of Conduct of Huron School District involving all activities associated with the procurement of goods and services with federal grants. This section defines responsibility to identify and prevent a real or apparent conflict of interest.

Conflict of Interest

The following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they, or persons related to them, have a financial interest:

- (1) The employee, officer, agent, or Board member;
- (2) Any member of his/her immediate family;
- (3) His or her partner; or
- (4) An organization that employs, or is about to employ, any of the above.
- (5) Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to the Huron School District; a contractor's objectivity in performing the Contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

Members of the groups listed under conflict of interest section shall be subject to the conflict of interest laws of South Dakota. Anyone who violates the standards of the law shall be subject to the penalties, sanctions, or other disciplinary actions provided for therein.

Gratuities, Kickbacks, and Contingent Fees

No member of the groups listed under conflict of interest section shall solicit, demand or accept from any person, contractor, potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities, favors, etc.; except when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the Huron School District, including possible dismissal.

Confidential Information

No member of the groups listed under conflict of interest section shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the Huron School District, including possible dismissal.

Equal Employment Opportunity/Affirmative Action

All procurement documents issued by the Huron School District require all interested vendors to certify:

- (1) That the vendor does not discriminate against any employee, or applicant for employment, because of race, religion, sex, age, creed, color, disability or national origin;
- (2) That the vendor is in compliance with all Executive Orders and federal, state, and local laws regarding fair employment practices and non-discrimination in employment; and
- (3) That the vendor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

Open Competition Required

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Unreasonable requirements placed on firms in order for them to qualify to do business;
- (2) Unnecessary experience and excessive bonding requirements;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive award to any person or firm on retainer contracts;
- (5) The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered;
- (6) Exclusionary or discriminatory specifications; and
- (7) Any arbitrary action in the procurement process.
- (8) Limited Geographic Preference

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids will be excluded from competing for such procurement.

Select procurement method

The procurement method option depends on the expected dollar value of the purchase. For procurement type, Staff should refer to the policies described herein. Any questions regarding the procurement process should be immediately discussed with the business manager to ensure that the policies are being followed.

The business manager is responsible for the administration of the procurement, which includes obtaining the required approval, if necessary, before initiating the procurement process.

Upon completion of the procurement process, a document requesting the vendor to supply the good or service, such as a purchase order and/or contract agreement must be issued by the business office prior to the execution of any contract, notice-to-proceed, or initiation of work.

Goods and Services

Definition: Procurement of services, supplies, equipment, or licenses.

Micro-Purchases cannot exceed \$3,500.00

Informal procedure will be as follows:

1. Develop descriptions for all items.
2. Prices must be reasonable and procurement by micro-purchases can be used for goods and services.
3. Can be awarded without informally soliciting competitive quotes.
4. Distribute micro-purchases equally among qualified suppliers, to the extent practical.
5. Save documentation sheet for 3 years plus current year or longer if open audit.

Small purchases cannot exceed \$25,000.00

Informal procedures will be as follows:

1. Develop descriptions for all items.
2. Develop instructions for providing service or product.
3. Obtain price quotes from a minimum of three suppliers.
4. Prepare a price quote documentation sheet & indicate supplier awarded quote with the length of time price is set.
5. Save documentation sheet for 3 years plus current year or longer if open audit.

Large purchases are purchases that exceed \$25,000.00

Preferred procurement methods are either Invitation for Bid (IFB) or Request for Proposal (RFP). Other procurement methods such as Joint and Piggyback procurements are not recommended and shall only be used in extreme cases after consulting with the Business Manager.

Invitation for Bids (IFB)/Sealed Bids

1. Develop a complete and realistic set of technical specifications for the product(s) to be procured. Determine the quantity of units to be purchased plus options.
2. If a brand name product is used in the specifications to describe your needs the clause "brand name or equal" must be included after each reference to a brand name.
3. Develop evaluation process and criteria for the selection of the bid award process. In IFB the best value and responsible bidder is the most commonly used criteria.
4. Prepare your bid package, finalize the product specifications, included equals, exception, and clarification forms, official bid forms, addenda process, proposal package delivery instructions, general conditions, and special provisions.

5. Advertise the IFB. No geographic preferences permitted. Place ad in at least the official school district newspaper and send announcements letters or email to an adequate number of known suppliers. The ad should include a description of what is being sought, contact information, deadline date, and location of bid opening. Retain proof of advertising in procurement folder. Any bids arriving after the stated date and time will be returned to the sender unopened.
6. Proposal Opening presentation. Open bids, read aloud, and record all vital information. Tabulate bid documents and complete selection process. Review the bid against the specifications to avoid duplicative or unnecessary purchases. Submit recommendation to the School Board for approval. Notify selected and rejected bidders in writing.
7. Complete award selection and justification, and explain why bidder was awarded if the accepted bid was not the lowest. Confirm schedules for inspections, milestones, delivery etc., and issue and complete the contract or purchase order for the procurement. Collect all documentation (completed contracts, bond, insurance etc.).
8. Monitor vendor's progress and setup delivery and inspection time and location. Upon completion of inspection and acceptance of products, obtain all warranty and service arrangements.
9. Finalize the payment/reimbursement vouchers.
10. Review the project file for completeness.

Noncompetitive Proposals

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate.

Procurement contract files

Should contain:

- Rationale for the method of procurement
- List of bidders
- Prices or quotes
- Copy of procurement documents
- Selection of contract type
- Reasons for contractor selection or rejection
- Basis for the contract price.
- A signed copy of the complete contract
- All signed amendments including rationale for the contract change and justification for the resulting cost\price or delivery date change
- All correspondence with the contractor
- Request for waivers or deviations and the associated responses
- Documentation regarding settlement of claims and disputes
- Contract closeout documentation

The procurement files are to be kept three years after the project is closed.