

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
March 12, 2018
5:30 p.m.

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

March 12 & 13	HMS Parent/Teacher Conferences 4:00 – 7:15
March 16	Spring Break – No School
March 26	Board of Education Meeting – 5:30 p.m. IPC
March 26	Certified Negotiations First Round
March 27	4 th /5 th Grade Parent/Teacher Conferences 3:30 – 6:45
March 27	HHS Parent/Teacher Conferences 5:30 – 8:45
March 30	Holiday Break – No School
April 2	Vacation Day – No School
April 3	4 th /5 th Grade Parent/Teacher Conferences 3:30 – 6:45
April 4	Early Release
April 5	Kindergarten/1 st Grade Parent/Teacher Conferences 3:30 – 6:45
April 9	Board of Education Meeting – 5:30 p.m. IPC
April 9	Certified Negotiations Second Round – As Needed
April 9 & 10	2 nd /3 rd Grade Parent/Teacher Conferences 3:30 – 6:45
April 12	Kindergarten/1 st Grade Parent/Teacher Conferences 3:30 – 6:45
April 23	Board of Education Meeting – 5:30 p.m. IPC
April 23	Certified Negotiations Third Round – As Needed
6. **Community Input on Items Not on the Agenda**
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 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, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers' compensation plan.

 - 1) Amanda Schumacher/Food Service – Madison Satellite/\$12.99 per hour

e) **Contracts for Board Approval**

1)

f) **Resignations for Board Approval**

1) Kelby Van Wyk/Sideline Football and Basketball Cheerleading Coach – 2 years

2) Stacy Ernster/TAP Classroom Leader – 1.5 years (effective at the end of 2017-18 school year)

3) Josh Trandall / Spanish Teacher – HHS / 11 years

4) Josh Trandall / Assistant Varsity Track Coach / 10 years

g) **Request for Approval of Open Enrollment Request**

The administration has received open enrollment request #OE-2017-13, #OE-2017-14, #OE-2017-15, and #OE-2017-16 for Board approval.

h) **Rehiring of Administrators for the 2018-2019 School Year**

Administrators will be rehired at a salary to be set at a later date.

Administrators are listed below:

Roger Ahlers	Kelly Christopherson
Beth Foss	Peggy Heinz
Kari Hinker	Mike Radke
Jolene Konechne	Heather Rozell
Terry Rotert	Lori Wehlander
Rex Sawvell	Sherri Nelson
Carol Tompkins	

i) **Request to Accept Prime Vendor Food Bid for 2018-2019**

j) **Intent to Apply for Grant Funding**

Group Applying

Contact Person	Huron Post Prom
Name of Award	Darcy Haber
Name of Funder	Huron Youth Leadership Council
Amount to be Requested	Huron Youth Leadership Council
Project Focus	\$500.00
	Huron Post Prom Scholarship Award

k) **Intent to Apply for Grant Funding**

Group Applying

Contact Person	Destination Imagination
Name of Award	Colleen Jensen
Name of Funder	Walmart Community Grant
Amount to be Requested	Walmart
Project Focus	\$1,000.00
	Creative problem solving/Century 21 strategies/Individual student growth/ Language acquisition/Community outreach

l) **Intent to Apply for Grant Funding**

Group Applying

Contact Person	Destination Imagination
Name of Award	Colleen Jensen
Name of Funder	Huron Community Foundation
Amount to be Requested	HCF
Project Focus	\$3,000.00
	Student education working with community to foster creative problem

solving skills/ Teamwork/ Time and money management/Embracing diversity by community events and education

m) Intent to Apply for Grant Funding Group Applying

Contact Person
Name of Award
Name of Funder
Amount to be Requested
Project Focus

Destination Imagination
Colleen Jensen
Dakota Provisions
Dakota Provisions
\$2,000.00
Creative problem solving/Time & money management/Communication/Divergent thinking skills/Community outreach/ Training positive leadership for future

n) Intent to Apply for Grant Funding Group Applying

Contact Person
Name of Award
Name of Funder
Amount to be Requested
Project Focus

Key Club
Kelly Hennrich
HYLC
HYLC
\$500.00
Student Leadership Camp

o) Intent to Apply for Grant Funding Group Applying

Contact Person
Name of Award
Name of Funder
Amount to be Requested
Project Focus

Destination Imagination
Colleen Jensen
Huron Youth Leadership Council
HYLC
\$500.00
Youth creative problem solving/Youth development/Time management/Community outreach/Money management/Leadership/Language acquisition

p) Request to Approve Election Workers and Resolution Board Workers for the April 10, 2018 School Board Election.

(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:**

- 2018 All ESD Wrestling Team Members: **Chipper Shillingstad, TahJae Jenkins Harris, Travis Kleinsasser, and Wyatt Larsen.**
- **Huron School District Kitchen and Food Service Teams** for receiving a solid 100% score on the second round of kitchen health inspections
- **Jasmine Snow and Jemma Keleher**, juniors at HHS, have been selected as Journalists for the 72nd American Legion Auxiliary SD Girls State sessions, May 28 through June 2.

THANK YOU TO:

-

10. **REPORTS TO THE BOARD**

- a) **Report from ELO** – 2016-2017 Audit Report
- b) **Classified Employee of the Month – Presented by Carol Tompkins**
Dorothy Wallman, Food Service – Assistant Baker, has been selected as Classified Employee of the Month for April 2018. Nomination comments are included in this packet. Congratulations Dorothy!
- c) **LAN Report** – Tim Van Berkum
- d) **Business Manager’s Report**
- e) **Superintendent’s Report**

11. **OLD BUSINESS**

- a) **Student Meal Policy – Change Wording – 2nd reading**

12. **NEW BUSINESS**

- a) **Medicaid License Agreement for Medicaid Billing Services** – Lori Wehlander
- b) **Approve 2016-2017 Audit Report**
- c) **Renew Lease with Head Start for McKinley for 2018-2019**, with no changes

13. **EXECUTIVE SESSION**

1-25-2 Executive or closed meetings may be held for the sole purpose of:

- (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

14. **ADJOURNMENT**

**Huron School District
New Hire Justification**

Date: February 27, 2018

Applicant Information

Applicant Name: Amanda Schumacher

Address: 671 10th Street SW Huron, SD 57350

Phone: (605) 350-5682

Education: Huron High school, SDSU Brookings, SD

Experience: Taco John's

References: Sterling Salter, Mary Schmidt, Steve Bentley, Linda Halter

Reason for New Hire

New Position: ---

Replacement: Replaces Nicole Gerber

Position Information

Department: Food Service

Position: Madison Satellite

Supervisor: Carol Tompkins

Responsibilities: Prepare and serve food

Hours: 8:45 am - 2:45 pm (hours will vary)

Hiring Information

Wages: \$12.99 hour

Classification: Level II

Wage Justification: FS probationary step 0

Start Date: March 19, 2018

Requested by: Carol Tompkins

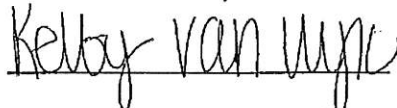
(Administrator)

2-27-2018

I, Kelby Van Wyk am resigning from my sideline football and basketball cheerleading coach positions, effective for the 2018-2019 school year.

I have enjoyed the opportunity to coach, and thank Huron High School for giving me the opportunity.

Thank you,



Kelby Van Wyk

2-27-18



February 26th 2018

To: Shari Nelson
Director of Curriculum/Instruction/Assessment

Dear Mrs. Nelson:

I would like to inform you of my resignation from my position as a TAP Classroom Leader, effective upon the completion of the 2017-2018 school year. My husband has taken on a new position in the South Dakota National Guard, hence the reason for my resignation.

Sincerely,

Stacy Ernster

Mike,

As I have accepted a position at Northern State University for the 2018-2019 school year, I am resigning my position as Spanish teacher and track coach for the Huron School District at the end of this contractual year (2017-2018). I have appreciated my time here immensely and will always have fond memories of my fellow colleagues and all of my students.

Josh Trandall

March, 2 2018



**Huron Public Schools
1045 18th Street SW
PO Box 949
Huron, South Dakota 57350-0949**

**Office: 605-353-6909
Fax: 605-353-6910
email:carol.tompkins@k12.sd.us**

**Carol Tompkins
School Nutrition Director
Concessions Director**

**To: Board of Education
Mr. Nebelsick
Mr. Christopherson**

Date: March 5, 2018

RE: Accept Prime Vendor Food Bid for 2018-2019

I respectfully recommend accepting the prime vendor bid from Reinhart for the 2018 - 2019 school year.

We had two bids submitted:

Reinhart Foodservice \$484,970.27

Cash-Wa 497,744.98

Thank you,

**Carol Tompkins
Nutrition Director**

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/26/18 Group Applying: Huron Post Prom Contact Person: Darcy Haber
Name of Grant/Award: Huron Youth Leadership Council
Name of Funder: HCLC Contact Person: Heidi Holforty & Rhonda Klutt
Amount to be Requested: \$500.00 Funder's Submission Due Date: March 13
Project Focus: Huron Post Prom Scholarship Award
How awarded amount received? Full amount up front Reimbursement
Are any follow up reports required? Yes No If yes, when are they due?
Is any District funding, resource, or in-kind commitment required now or in the future? Yes No
If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 2/28/18
Building/Department Administrator Date

Signature: [Signature] 3/5/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 2-27-2018
Kelly Christopherson, Business Manager Date

Date Presented to School Board: _____

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 02/20/18 Group Applying: Huron Destination Imagination Contact Person: Colleen K. Jansen

Name of Grant/Award: Walmart Community Grant

Name of Funder: Walmart Contact Person: Huron Walmart manager

Amount to be Requested: \$1000.00 Funder's Submission Due Date: Grant applications 2/1/18 - 12/31/18

Project Focus: Creative problem solving / century 21 strategies / individual student growth, large scale acquisition, community outreach
How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Laura Willemasin Date: 02/26/2018
Building/Department Administrator

Signature: Sherri Nelson Date: 3/9/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 3-7-18
Kelly Christopherson, Business Manager

Date Presented to School Board: _____

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/25/18 Group Applying: Destination Imagination Contact Person: Colleen K. Jensen

Name of Grant/Award: Huron Community Foundation

Name of Funder: HCF Contact Person: _____

Amount to be Requested: \$3,000.00 Funder's Submission Due Date: March 31, 2018

Project Focus: Student Education working with community to foster creative problem solving skills, teamwork, time and money management

How awarded amount received? _____ Full amount up front _____ Reimbursement _____

Are any follow up reports required? Yes ___ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ___ No _____

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Laura Wilken Date: 02/26/2018
Building/Department Administrator

Signature: Sherri Nelson Date: 3/7/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 3-7-2018
Kelly Christopherson, Business Manager

Date Presented to School Board: _____

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/20/18 Group Applying: Huron Destination Magnolia Contact Person: Chelsea Kuleser

Name of Grant/Award: Dakota Provisions

Name of Funder: Dakota Provisions Contact Person: Smiley Hanson
Cordy Lowery

Amount to be Requested: \$2000.00 Funder's Submission Due Date: Spring 2018

Project Focus: Student Creative problem solving, time & money management, communication, divergent thinking skills, community outreach, training positive leadership for future
How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? We will provide photos to Dakota Provisions

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Laura Welleniser Date: 02/26/18
Building/Department Administrator

Signature: Sherri Nelson Date: 3/7/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 3-7-2018
Kelly Christopherson, Business Manager

Date Presented to School Board: _____

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 3-2-18 Group Applying: Key Clubs Contact Person: Kelly Hennrich

Name of Grant/Award: HYLC

Name of Funder: HYLC Contact Person: Heidi Holford

Amount to be Requested: 500.⁰⁰ Funder's Submission Due Date: 3-13-18

Project Focus: Student Leadership Camp.

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 3/7/18
Building/Department Administrator Date

Signature: [Signature] 3/7/2018
Sherri Nelson, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 3-7-2018
Kelly Christopherson, Business Manager Date

Date Presented to School Board: _____

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/20/18 Group Applying: Huron Destination Contact Person: Colleen K. Jensen

Name of Grant/Award: Huron Youth Leadership Council

Name of Funder: HYLC Contact Person: Rhonda Kludt

Amount to be Requested: 500.⁰⁰ Funder's Submission Due Date: Due March 13, 2018

Project Focus: Youth creative problem solving, youth development,

time management, community outreach, money management, leadership,

How awarded amount received? Full amount up front _____ Reimbursement language acquisition

Are any follow up reports required? Yes _____ No If yes, when are they due? One testimonial at end of project

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Jayra Willemsen Date: 02/26/18
Building/Department Administrator

Signature: Sherri Nelson Date: 3/7/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 3-7-18
Kelly Christopherson, Business Manager

Date Presented to School Board: _____

April 10, 2018 School Board Election

Election workers:

Sheron Chapman

Dianne Gropper

Betty Albright

Janice Ellsworth

Deb Ehlers

Joy Petersen

Holly Hohm

Judy Bartholow

Florence Holm

Clela Henson

paid at the rate of \$12.00 per hour

Resolution Board workers:

Doug Fosheim

Jan Eickhoff

paid at the rate of \$12.00 per hour

Classified Employee of the Month

Name	<u>Dorothy Wallman</u>
Position	<u>Food Service – Assistant Baker</u>
Date	<u>April 2018</u>

Please honor Dorothy Wallman as our Classified Employee of the Month for Food Service!

Dorothy is many things, she is welcoming, revered, real, grateful, smart, caring, hardworking, thoughtful, reliable, and a terrific team member. In short, a great team member.

Dorothy has worked for food service for 26 years; starting in 1992 as a food service substitute. In 2005, she accepted the position of Assistant Salad Person at the Middle School. Since then Dorothy has become our baking assistant.

Dorothy is traditional; she arrives each day expecting to work hard, is dedicated and does her best work every day. It is a pleasure to work with Dorothy because she chooses to make working pleasurable for herself and everyone around her. Dorothy is more than deserving of these accolades this evening.

We are very delighted to have Dorothy Wallman on our staff and as our Classified Food Service Employee of the Month!

Congratulations Dorothy!

Student Meal Policy/Negative Account Balances

All school meals and a la carte purchases shall be paid for in advance or at the point of sale.

Low balance meal notifications shall be given ~~verbally to students and~~ in the form of notes ~~will be~~ sent home.

Negative balance meal notifications could also include a letter directly to the home or a personal call from the school cashier and/or nutrition director.

A report of all negative balances shall be provided by the School Nutrition Office to the ESL Director, the Nutrition Director, and the school nutrition Bookkeeper in the Business Office on a monthly basis. Building specific negative balance lists will be sent to Principals only in their area of supervision on a ~~weekly~~ monthly basis in an effort to prevent students from reaching negative balances of \$50.00 or more.

Second entrée and a la carte sales are prohibited from being charged to an account when an account has a negative balance. Cash sales for second entrée and a la carte are allowed.

Negative balance amounts that reach \$50.00 or more will be turned over to a collection agency for collection including any fees that may result.

A 30% finance charge/late fee will be added to any amounts turned over to a collection agency.

**PUBLIC CONSULTING GROUP, INC.
LICENSE AGREEMENT
WITH
HURON SCHOOL DISTRICT 02-2**

This LICENSE AGREEMENT, including the attached Exhibit A (hereafter referred to, collectively, as this “**Agreement**”) is entered into as of the 20th day of August, 2018 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a corporation headquartered at 148 State Street, Tenth Floor, Boston, MA 02109 (hereafter referred to as “**PCG**”), and Huron School District 02-2, Beadle County, State of South Dakota, located at 150 5th Street SW, Huron, SD (hereafter referred to as “**School District**”).

WHEREAS, School District provides school-based health-related services to students, including special-needs students; and

WHEREAS, School District requires assistance in billing Medicaid for covered services that are provided to eligible students and in collecting amounts billed; and

WHEREAS, PCG is able and willing to perform such services;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A.** PCG shall perform the Medicaid Billing Services described in the attached **Exhibit A** in accordance with the terms and conditions of this Agreement.
- B.** PCG shall grant the School District rights to EasyTrac as described in the attached **Exhibit A**.
- C.** PCG shall provide the School District with the EasyTrac System Services as described in the attached **Exhibit A**.
- D.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG and to specify rates of payment for such products or services by means of amendments to this Agreement.

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “**Annual Fee**” means the renewable license fee that is to be paid by School District to PCG for access to PCG’s system.

1.2. “**Confidential Information**” means information designated or treated as confidential by either party, or which, under the circumstances surrounding disclosure, should in good faith be treated as confidential, including, without limitation, (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registrable under patent, copyright or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects or code, (b)

information about costs, profits, markets, sales, and lists of customers or clients, (c) technical, business, financial and product development plans, forecasts, marketing or strategic plans, (d) employee personnel files and compensation information, (e) discoveries, developments, designs, improvements, in each case, regardless of the form of communication, including extracts or summaries; and (f) any record (whether in print, handwriting, tape, film, computer, electronic or any other medium maintained by the School District, a School District employee or agent, or a party acting on the School District's behalf, which is directly related to a student or by which a student may be personally identified and/or the record qualifies as a school student record. "Confidential Information" also specifically includes Software, data collected for Medicaid billing services, including protected health information under HIPAA, any third party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial or personal information pertaining to anyone within the organization. Notwithstanding the foregoing, however, "Confidential Information" does not include information that (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.3. **"Documentation"** means all available technical information, training materials and those instructions in printed or electronic media, manuals and diagrams pertaining to the Software Services.

1.4. **"Software Services"** means: (i) PCG's Internet-based EasyTRAC™ software and related services, as identified in **Exhibit A**, attached to and incorporated by reference into this Agreement, (ii) all New Releases, Updates and Upgrades applicable to the foregoing and generally released by PCG and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.5. **"Intellectual Property Rights"** means patent rights, copyrights (including, but not limited to, copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the Software Services are marketed and licensed by PCG.

1.6. **"Moral Rights"** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.7. **"New Releases"** means any new revision of Software Services that includes significant enhancements which add new features to the Software Services and which will generally be designated by a new version number either to the left of the decimal point (e.g. v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g. v2.03 to v2.10).

1.8. **"Permitted Use"** means use of the Software Services by employees, contractors and others affiliated with or authorized by the School District for the School District's own internal use only.

1.9. **"School District User"** means any employee, contractor, and/or authorized user of the "School District" who will be granted access to the Software Services. If the School District

is a joint agreement, "School District User" shall be deemed to include any employee, contractor, and/or authorized user of a member school district of the joint agreement.

1.10. "**School District User Support and Maintenance**" means the support services to be provided to "School District Users" with respect to the Software Services as specified by this Agreement.

1.11. "**Term**" means collectively and individually the Initial Term and Renewal Terms as defined by Section 2, below.

1.12. "**Trademarks**" means all trademarks, trade names, service marks, logos, now owned or hereinafter acquired by either party; and all other trademarks, trade names, service marks and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction of the Territory.

1.13. "**Updates**" means any new revisions and/or modifications required to be made to the Software Services and/or Documentation in order to update operational performance.

1.14. "**Upgrades**" means any new revision of the Software Services that includes corrections and minor modifications to existing features and which will generally be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g. v2.02 to v2.03).

1.15. "**Disallowance**" means any portion of a claim submitted by PCG on behalf of the School District that is either initially or subsequently deemed non reimbursable by the state or the Center for Medicaid Services.

2. TERM and TERMINATION.

2.1. **Term.** The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue until the 26th day of June, 2020. Following the Initial Term, this Agreement shall automatically renew as a (1) year term (each a "**Renewal Term**"). Notwithstanding anything herein to the contrary, either party may terminate this Agreement, with or without cause, by giving thirty (30) calendar days advance written notice of termination to the other party.

2.2. **Termination.** Notwithstanding the provisions of Section 2.1 above, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

2.3. **Effect of Termination.** Upon termination or expiration of this Agreement: (i) all licenses granted to School District by PCG will terminate, (ii) all End User access to the Software Services will terminate, and (iii) PCG will coordinate with School District to electronically transfer all of School District's data to School District by use of magnetic tape, compact disk, FTP site or other reasonable and secure method. Upon termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

2.4. **No Damages for Termination.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF

THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAW OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

3. GRANT OF RIGHTS.

3.1. **Grant of License for Software Services.** Subject to the terms and provisions of this Agreement and School District's performance of all its obligations under this Agreement, PCG hereby grants to School District, and School District hereby accepts, a non-exclusive, non-transferable, right and license, during the Term only, to access via the Internet and use, to the extent reasonably necessary, the Software Services.

3.2. **Grant of License for Documentation.** PCG hereby grants to School District, and School District accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for School District with respect to the Software Services; and

3.2.2. to reproduce and distribute, within the School District, modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of School District's Documentation for the Software Services; and, if such School District's Documentation is in an on-line format, allow the School District Users to make print copies of the same.

3.3. Restrictions on License Grant.

3.3.1. School District shall not use or grant to any person or entity the right to use the Software Services except to authorized School District Users. School District shall not distribute outside the School District, market, or sublicense the Software Services; and School District Users shall not distribute, market, or sublicense the Software Services.

3.3.2. School District will ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the Software Services and related Documentation are placed on all copies of written materials distributed by School District relating thereto. Documentation that is delivered to the U.S. Government will include an appropriate restrictive rights legend. Examples of such documentation include training materials and manuals. PCG shall provide the School District with any and all proprietary notices that School District is requested to utilize in order to comply with this subsection and will further provide the School District with the methods and means to place such proprietary notices on all copies of written material.

3.3.3. School District shall not knowingly distribute nor knowingly permit distribution of Software documentation or Intellectual Property to any individual or organization that is not part of the School District or an authorized School District User.

3.3.4. School District shall not knowingly transfer nor knowingly permit access to the Software Services to any third party or knowingly permit any School District User to transfer or allow access to the Software Services to any unauthorized person.

3.3.5. School District shall not knowingly decompile, disassemble or otherwise attempt to reverse engineer the Software Services or any portion thereof and shall not knowingly permit any School District User to decompile, disassemble or otherwise attempt to reverse engineer the Software Services or any portion thereof.

3.4. Reservation of Rights.

3.4.1. Subject to the license rights granted to School District by Section 3, all right, title and interest in and to Software Services, including the Intellectual Property Rights and technology inherent in Software Services, are, and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate or display the Software Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will, directly or indirectly, be construed to assign or grant to School District any right, title or interest in or to PCG's Intellectual Property Rights or other rights in and to the Software Services or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, School District shall not use, display, copy, distribute, modify or sublicense the Software Services. In addition, School District shall not modify, transfer, rent, lease, reverse engineer, decompile or disassemble the Software Services. PCG reserves all rights not expressly granted to School District by this Agreement. School District will not alter, remove, modify or suppress any confidentiality legends, or proprietary notices placed on, or contained within the Software Services; and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the Software Services.

4. PAYMENTS. In consideration for the license to obtain access to and use EasyTrac System, EasyTrac System and Medicaid Billing Services respectively specified in Exhibit A, School District agrees to pay PCG the following license and service fees:

Cost Item	Payment Terms	Scope of Services Provided
EasyTrac System License and Services	\$2,500 per year	Payment will cover the Set-up, Training and Implementation, Access, Use and Ongoing Support of System specified in Exhibit A.
Medicaid Billing Services	Pay PCG an amount equal to 11% of the net FFS reimbursement received by the School District for services rendered and logged into EasyTrac.	Payment will cover the Medicaid Billing Services activities specified in Exhibit A.

- The reimbursement covered under this Agreement shall include all revenues owed to the School District for the period during which PCG is authorized to provide services.
- Following the termination or expiration of this Agreement for any reason, PCG shall be entitled to its percentage payment, pursuant to the payment terms stated above, of any pending claims for recoveries submitted during the Term which are ultimately received by School District.
- PCG shall also be entitled to payment for all retroactive reimbursement obtained by PCG, regardless of date of service.
- All fees shall be paid to PCG within sixty (60) days of delivery of the PCG invoice to School District.
- Upon termination or expiration of this Agreement, a final invoice will be submitted by PCG to School District for services rendered under this Agreement and shall be payable by the School District to PCG under the terms of this Agreement.

5. DISALLOWANCE. If a reimbursement is disallowed after it has been paid to School District, PCG shall return to School District any fees that were paid to PCG by School District with respect to the disallowed reimbursement in accordance with the following terms:

- For disallowances of claims attributable to errors or omissions caused by PCG during the Term, PCG will work with the School District and take all reasonable actions to challenge the disallowance.
- PCG shall not be obligated to reimburse School District for any disallowances if School District does not allow PCG to fully participate in the review and audit process.
- PCG shall not be obligated to reimburse School District for any disallowances resulting from the errors, acts or failure to act of School District. PCG's billing on behalf of School District is

in good faith and School District warrants that service data entered into EasyTrac and supporting claiming data furnished is accurate and complete and that School District has appropriate records to substantiate claims submitted on its behalf by PCG.

- Subject to the terms provided in this Section 5, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to School District an amount equal to the amount PCG billed and was paid of the total claim disallowed.

6. WARRANTIES.

6.1. **Power and Authority.** Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

6.2. **Limited Warranty.** PCG represents and warrants that it has the right to license the Software Services as specified by this Agreement; and that the use of the Software Services contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of Software Services hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade and New Release hereunder, the Software Services will operate in accordance with the applicable Documentation, provided that the Software Services is operated in compliance with such Documentation. Under no circumstances will PCG be responsible for School District's hardware, software, browsers or Internet connections which provide access to the Software Services unless PCG caused damage to the School District's hardware, software, browsers or Internet connections. PCG shall use every reasonable effort to maintain the Software Services and to correct any problems that may arise with the use of the Software Services. PCG's failure to use every reasonable effort to maintain the Software Services and to correct any problems that may arise with the use of the Software Services shall be deemed a material breach under Section 2.2 of this Agreement.

Notwithstanding the above, PCG shall indemnify, defend and hold harmless the School District from and against any and all claims by, and/or liability or damages to, third parties in the manner set forth in Section 8.1 below.

6.3. **Disclaimer.** PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE Ed PLAN™ PRODUCTS OR ANY OTHER GOODS OR SERVICES PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

7.1. **Ownership.** School District acknowledges that PCG owns the Software Services and that the Software Services are not generally published and embody PCG's or its licensor's Confidential Information and Trade Secrets. All right, title, and interest in and to the Software Services, including, without limitation, all copyrights, trade secret rights and other intellectual property rights pertaining to the Software Services shall remain vested in PCG and its third-party licensors. School District acknowledges that PCG shall have the right to aggregate any data input by School District or School District Users for PCG's own internal purposes; but shall not use personal or individual identifying information where the use and disclosure of which would constitute a breach of any privacy policy adopted by either PCG or School District or a violation

of the Family Educational Rights and Privacy Act, and/or any other federal or state law, regulation or rule.

7.2. Confidentiality Obligations. Each party agrees that: (i) neither party will disclose to any third party any of the other Party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein or if otherwise required by law, including, without limitation, if required by South Dakota Public Records law, §1-27-1 et seq., to disclose such Confidential Information; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance to maintain the confidentiality of all Confidential Information in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Except as may be required by law, each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law.

7.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 7.

7.4. School District's Duties. School District will use reasonable efforts to protect the Software Services from unauthorized access, copying, dissemination, or disclosure and from other unauthorized use and will report promptly to PCG any infringement of such rights of which School District becomes aware. School District shall use its best efforts to comply with its responsibilities and duties as outlined in **Exhibit A**. School District shall be responsible for the quality, integrity, and accuracy of all data input and used in connection with the Software Services.

7.5. PCG Duties. In addition to complying with the terms set forth in **Exhibit A**, PCG will use reasonable efforts to protect the School District's information and any data input as part of School District's use of the Software Services. PCG will take reasonable steps to protect any data with technical, administrative and physical safeguards to protect against loss, unauthorized access, destruction, misuse, modification and improper disclosure. However, no computer system or information can ever be fully protected against every possible hazard. PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG shall only have access to such facilities, equipment or personnel of the School District as are necessary for the performance of services under the Agreement, in the School District's sole reasonable discretion, and only upon the permission of the School District. PCG recognizes that all School District data is the property of School District. Upon contract termination, or at School District's request, PCG will return all data to School District. PCG will provide all database tables, including a description of the table structure. PCG will not disclose any information input by School District or School District Users without the express written consent of the School District's Deputy Superintendent or designated equivalent. Any confidential information provided to or developed by PCG in the performance of this Agreement shall be kept confidential and shall not be made available during or after the term of this Agreement to any other organization or individual by PCG without the prior written approval of the School District. PCG shall comply with all federal and state privacy requirements in the performance of this Agreement, including, but not limited to, the Family Education Rights and Privacy Act "FERPA",

the Health Insurance Portability and Accountability Act of 1996 "HIPPA", and 20 USC §1232(g).

7.6. **Third Party Infringement.** PCG reserves the sole and exclusive right, at its discretion, to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Software Services.

8. PRODUCT MARKING.

8.1. **Ownership of PCG Marks.** School District acknowledges that PCG is and shall remain the owner of all right, title and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by School District's use of the Software Services with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

8.2. **Infringements.** School District shall notify PCG of any third-party infringements of any of the PCG Marks used in connection with the Software Services, or any act of unfair competition by third parties relating to the PCG Marks, within a reasonable time of the School District's knowledge of infringements or acts of unfair competition by third parties relating to the PCG Marks.

9. INDEMNIFICATION.

9.1 **PCG Indemnification Obligations.** PCG shall defend, indemnify, and hold harmless School District and its Board members, officials, employees, and agents from and against any suit, proceeding, assertion, damage, cost, liability, and expenses (including court costs) incurred by School District as a result of claims by a third party against School District or its affiliates, employees, and agents directly arising from a claim that any of the Software Services infringe any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that School District promptly notifies PCG, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding and provides PCG with reasonable assistance for the defense of the suit, claim or proceeding. PCG shall also defend, indemnify and hold harmless School District and its Board members, officials, employees, and agents from and against any suit, proceeding, assertion, damage, cost, liability and expenses (including court costs fees) incurred by School District as a result of claims by a third party against School District or its affiliates, employees and agents directly arising from a claim that PCG has disclosed confidential student information in violation of federal or state law, regulations or rules, provided that School District promptly notifies PCG, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding and provides PCG with reasonable assistance for the defense of the suit, claim or proceeding. In either event, PCG will have sole control of the defense of any such claim and all negotiations for settlement or compromise, except that PCG shall timely notify School District regarding any proposed settlement or compromise in order that School District may have an opportunity to review and comment.

9.2 **School District Indemnification Obligations.** School District shall defend, indemnify, and hold harmless PCG and its employees and agents from and against any suit, proceeding, assertion, damage, cost, liability, and expenses (including court costs) incurred by PCG as a result of claims of a third party against PCG and its affiliates, licensors, suppliers, officers, directors, employees and agents directly arising from School District's misuse of the Software Services, unauthorized modification of Software Services, or unauthorized combination of the Software Services with any hardware, software, products, data or other materials not specified or provided by PCG, provided that PCG promptly notifies School District, in writing, of the suit, claim, or proceeding or a threat of suit, claim, or proceeding, and provides School District

with reasonable assistance for the defense of the suit, claim, or proceeding. School District will have sole control of the defense of any claim and all negotiations for settlement or compromise, except that School District shall timely notify PCG regarding any proposed settlement or compromise in order that PCG may have an opportunity to review and comment.

10. NONEXCLUSIVE REMEDY. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. The parties shall comply with all applicable laws, regulations, rules, ordinances and codes promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, including, without limitation, the Family Educational Rights and Privacy Act, and other laws and rules governing student privacy and confidentiality. Except as specifically authorized in writing by the School District, PCG and its personnel shall not disclose to any third party any portion of confidential information about the identity, health status, or family or demographic profile of students serviced by the School District.

12. GENERAL.

12.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

12.2. **Insurance.** PCG shall insure against all losses and damages which are the result of the fault or negligence of PCG, its employees or agents, in carrying out services under this Agreement, including general liability and professional liability. PCG shall, if requested by the School District, produce a certificate of insurance showing that the necessary coverage is currently in force and shall provide School District thirty (30) calendar days written notice prior to any reduction or cancellation of such insurance.

12.3 **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of South Dakota, without regard to its conflict of law provisions. In the event of any dispute arising under this Agreement, the parties agree to submit to the exclusive jurisdiction of state courts located in Minnehaha County, South Dakota, and to federal courts located in the State of South Dakota. Further, the parties agree that venue is properly in said courts.

12.3. **Severability.** If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible; and the other provisions of this Agreement will remain in full force and effect.

12.4. **Force Majeure.** Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) calendar days.

12.5. **Notices.** All notices under this Agreement will be deemed given when delivered personally, sent by certified or registered U.S. mail, return receipt requested, or nationally-recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

12.6. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

12.7. **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

12.8. **Entire Agreement.** This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject-matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject-matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

12.9. **Survival.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

12.10. **Headings.** The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.11. **Nonexclusive Agreement.** School District acknowledges that PCG may enter into similar agreements with other persons, organizations or entities.

12.12. **ADDITIONAL SERVICES.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

HURON SCHOOL DISTRICT 02-2
BEADLE COUNTY
STATE OF SOUTH DAKOTA

PUBLIC CONSULTING GROUP, INC.

By: _____
Signature

By: _____
Signature

Print Name: _____

Name: _____

Title: _____

Title: _____

Attested by: _____
Signature

Print Name: _____

Title: _____

**PUBLIC CONSULTING GROUP, INC.
LICENSE AGREEMENT
WITH
HURON SCHOOL DISTRICT 02-2**

EXHIBIT A

All information contained in Exhibit A is CONFIDENTIAL and may not be distributed or shared outside of School District without the express written consent of PCG unless the disclosure of same is required by law.

I. PCG Responsibilities

Medicaid Billing Services

PCG will provide access and license to PCG's proprietary Medicaid billing system, EasyTrac, to the School District under the terms and conditions defined in this Agreement. EasyTrac is one component of a suite of services under PCG's EdPlan product offering. Nothing in this Agreement is to be construed as to grant license or access to other components of the EdPlan suite of services.

PCG will provide the following:

I. PROJECT STARTUP:

PCG will coordinate with the School District to:

- A. Confirm procedures for managing, controlling, and coordinating all work and project results
- B. Finalize the project scope and objectives
- C. Identify key district personnel available to resolve technical and operational questions
- D. Establish protocols for representing the District at any and all meetings related to this engagement

II. DATA COLLECTION

PCG will conduct data collection, and will request operational and financial information from the District on:

- A. Schools
- B. Students
- C. Clinicians

- D. Services
- E. Time Periods of Service
- F. IEP Start and End Dates

III. START-UP OF AUTOMATED DOCUMENTATION SYSTEM

PCG will load support tables and determine the best approach (e.g., data migration, raw data entry) for loading all data support tables on the project billing management system, according to:

- A. Availability of Data in Electronic Format
- B. Quality of Data in Electronic Format
- C. Quantity of Data in Electronic Format
- D. Volume of Hardcopy Data
- E. Legibility of Hardcopy Data
- F. Accuracy of Hardcopy Data

IV. TRAINING

PCG will provide two days of on-site training the School District. The trainings will occur on **TBD** (potentially August 2017) at a location to be furnished by the School District.

V. OPERATIONS

PCG provides EasyTrac™ as a software and Medicaid Billing as a service. The District is not required to purchase or install any software on their computers with the exception of a compatible Internet browser and the Adobe Acrobat Reader®.

- A. Server Hardware: PCG will provide an appropriate server(s) for School District.
- B. Server Software: PCG will provide all server and database software for School District.
- C. Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance.
- D. Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry School District traffic at no additional cost.
- E. School District responsibilities:
 - (i) Connection to the Internet for its users
 - (ii) Computer hardware for its users

- (iii) Browser software and browser software configuration
- (iv) Installation and configuration of the Adobe Acrobat Reader®
- (v) Site for training with an appropriately configured computer for each trainee and one additional computer for the trainer
- (vi) System start up information as detailed in the system start up section of this document.

VI. EASYTRAC™ SYSTEM STARTUP

System Startup is the process by which a School District's EasyTrac™ service is established. The goal of System Startup is to import as much information as possible to the EasyTrac™ system so that School District need not perform excessive manual data entry.

PCG has developed a standard set of import stubs for the data elements required by EasyTrac™. The main categories of data imports include, but are not limited to:

- A. Student Information
- B. User Information
- C. School Information
- D. Related Services

Often this data may be exported from existing database(s) or spreadsheets. PCG will assist School District in populating the spreadsheets by providing technical advice and consulting, but it is the responsibility of School District to populate the database(s) and spreadsheets.

VII. INTERFACE TO DISTRICT DATABASE(S)

PCG will provide an interface to the School District student information database at such time as a specification can be developed. Once the database interface specification is complete, PCG will develop, test, and make the interface operational. The goal of this interface is to exchange information with the School District student information system to reduce the amount of data entry and to keep the systems (EasyTrac™ and the School District database) synchronized. Additional interfaces may be established as requested by the School District. There will be an incremental charge for each additional interface.

VIII. ONGOING USER SUPPORT

Ongoing user support for EasyTrac™ will be offered to the District at no additional charge. Phone support will be during the hours of 8:00 AM and 4:00 PM local time.

- A. Email support will be provided via the email links on EasyTrac™'s Message Board page.

- B. PCG will provide Tier 2 and 3 support during the first year of the contract. During each subsequent year, PCG will provide Tier 3 support. The School District will be responsible for Tier 1 and Tier 2 support after the first contract year.

IX. NEW VERSIONS AND RELEASES

New core versions and releases of EasyTrac™ issued during the term of the Agreement will be provided to School District, along with any additional training required as a result of the new version or release at no additional charge.

Medicaid Billing Services

X. CLAIMS PREPARATION, SUBMISSION, RECONCILIATION AND REPORTING

- A. Based on the information entered on EasyTrac™ by School District as well as supporting documentation options agreed to in the Compliance Checklist by PCG and School District, PCG will develop, process, generate, and submit reimbursement claims to Medicaid fiscal agendas appropriate on behalf of School District.
- B. School District will complete a Compliance Checklist within 30 calendar days of the effective date and annually thereafter. The checklist provides School District the opportunity to select supporting documentation compliance options appropriate for its claims.
- C. If School District asks PCG to audit claims or to use additional information, School District and PCG first shall agree in writing as to the terms of such audit or use. If such audit or additional information indicates that a claim was not properly made, PCG will void the claim.
- D. Prepare necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to and from Medicaid fiscal agent on behalf of School District
- E. Perform Medicaid enrollment verification checks
- F. Review Remittance Advices and reconcile and correct denied FFS claims as appropriate
- G. Generate and provide relevant claims reports as requested by School District
- H. Provide onsite audit preparation and defense
- I. Maintain claims records as required by state and federal laws

School District Election:

- School District elects to use PCG's Medicaid Billing Services for FFS billing.
- School District elects not to use PCG's Medicaid Billing Services.

II. School District Responsibilities

School District agrees to support the start-up effort and ongoing operations, including the following:

- I. Actively participate in this project and be available for work sessions in accordance with an agreed upon work schedule and for other required tasks, activities and approvals.
- II. Designate a project liaison who has decision making authority, or reports directly to someone who has such decision making authority with respect to all matters in this agreement. The liaison will serve as PCG's primary point of contact with Client.
- III. Furnish the initial and ongoing system data that is needed for service tracking, reporting and claiming.
- IV. Have its staff record all services they provide to special education students in the EasyTrac system
- V. Be responsible for informing its users of all relevant privacy regulations and policies
- VI. Be responsible for the accuracy and completeness of the data its employees provide PCG.
- VII. Keep records necessary to disclose the nature and extent of all services furnished and all information regarding claims for payment submitted by, or on behalf of, the Client for a the period of time required by all applicable state and federal laws.
- VIII. **Basic System Support:** School District is responsible for providing the following:
 - A. Connection to the Internet for their Users
 - B. Computer hardware for their Users
 - C. Browser software and browser software configuration
 - D. Installation and configuration of the Adobe Acrobat Reader®
 - E. Site(s) for training with an appropriately configured computer for each trainee and one additional computer for the trainer.
 - F. System start up information as detailed in the System Start-Up Section of this document.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on the _____ day of _____, 2018, by and between Huron School District No. 2-2, Huron, South Dakota, hereinafter referred to as "Lessor", and North East South Dakota Head Start, Huron, South Dakota, hereinafter referred to as "Lessee",

RECITALS

- A. Lessor is the sole owner of the premises described below, and desires to lease the same;
- B. Lessee is in the business of educating preschool children and desires to lease space from Lessor;
- C. The parties desire to enter into a Lease Agreement defining their respective rights, duties, and liabilities relating to the premises;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. DESCRIPTION OF PREMISES

- A. Lessor leases to Lessee the building known as McKinley School, located on the corner of 7th Street NW and Dakota Avenue N, Huron, Beadle County, South Dakota, which is located upon the following described real property owned by Lessor:

All of OutLot A, less McKinley School Lots 1 and 2, McKinley School Park Addition to the City of Huron, Beadle County, South Dakota.

- B. The demised premises shall be used for the purpose of providing educational opportunities to preschool children and no other purposes.

II. TERM OF LEASE

- A. This Lease Agreement shall commence July 1, 2018 and terminate June 30, 2019; unless terminated sooner as provided herein.
- B. Lessee shall surrender the premises to Lessor immediately upon termination of the lease.

III.

RENTAL

- A. Lessee shall pay as rent for the term of the Lease Agreement a minimum of \$1,250 per month, for a total of \$15,000 per year. However, Lessee's actual rental payment may exceed said amount since Lessee shall always be responsible for the cost of utilities to operate said demised premises. Based upon Lessor's previous use of said demised premises, the estimated cost of said utilities is approximately \$15,000 per year, or \$1,250 per month. However, Lessee shall always pay the actual amount of said utilities which shall include, but not necessarily be limited to, electricity, gas, water/sewage, one phone line that is used to monitor the fire alarm and boiler, and the cost of Lessor's Honeywell Agreement. That Agreement is for monitoring the fire alarm and the boiler system and provides coverage for boiler and temperature control equipment. However, even if the cost of utilities does not exceed \$1,250 per month or \$15,000 per year, Lessee shall always pay a minimum of that amount. Said rent shall be paid on the 10th day of each month for the preceding month's rental and payment shall be made to Lessor at Lessor's business address located in Huron, South Dakota.
- B. On Lessee's failure to pay the rental on a timely basis, the Lessor shall have the right to terminate this Lease Agreement and the Lease Agreement shall then be forfeited.

IV. INSURANCE

The Lessee shall, throughout the term of this lease, at its own cost and expense, procure and maintain public liability insurance with respect to Lessee's use and occupancy of the premises, with limits of at least one million dollars for bodily injury and twenty thousand dollars for property damage.

V. ABANDONING PREMISES

Lessee shall not vacate or abandon the demised premises at any time during the term of this Lease Agreement. If Lessee does vacate or abandon the demised premises or is dispossessed by process of law, any personal property belonging to Lessee and left on the demised premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

VI. ALTERATIONS AND MODIFICATION; REPAIRS

- A. Lessee has inspected the demised premises, and they are now in a tenantable and good condition.

- B. Lessee shall take good care of the demised premises and shall not alter, repair, or change the demised premises without the prior, express, and written consent of Lessor.
- C. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of Lessor, but at the expense of Lessee and shall become the property of Lessor and remain on the demised premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the demised premises all partitions, counters, railings, and similarly installed improvements when surrendering the demised premises.
- D. All damage or injury done to the demised premises by Lessee or any person who may be in or on the demised premises with the consent of Lessee shall be paid for by Lessee.
- E. Lessee shall, at the termination of this Lease Agreement, surrender the demised premises to Lessor in as good condition and repair as reasonable and proper use of the premises will permit.
- F. Lessee shall be responsible for making all routine repairs and for performing routine maintenance. Lessee shall permit Lessor and Lessor's agents to enter the demised premises at all reasonable times to inspect them.

**VII.
LIABILITY OF LESSOR**

- A. Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the demised premises from any cause arising at any time.
- B. Lessee will indemnify Lessor on account of any damage or injury to any person, or to the goods of any person, arising from the use of the demised premises by Lessee, or arising from the failure of Lessee to keep the demised premises in good condition as provided in this Lease Agreement.
- C. Lessee agrees to pay for all damage to the building, as well as all damage or injury suffered by tenants or occupant of the building caused by the misuse or neglect of the demised premises by Lessee.

**VIII.
DESTRUCTION OF PREMISES**

- A. In the event of a partial destruction of the demised premises during the term this Lease Agreement from any cause, Lessor shall promptly repair the demised premises, provided the repairs can be made within 60 days under the laws and

regulations of applicable governmental authorities. If repairs cannot be made within 60 days, Lessor may terminate the lease at Lessor's option.

- B. A total destruction of the building in which the demised premises are situated shall terminate this Lease Agreement.

**IX.
ASSIGNMENT AND SUBLEASE**

- A. Lessee shall not assign any rights or duties under this Lease Agreement nor sublet the demised premises or any part of the demised premises, nor allow any other person to occupy or use the demised premises without the prior, express, and written consent of Lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void.
- B. This Lease Agreement shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

**X.
BREACH OR DEFAULT**

Lessee shall have breached this Lease Agreement and shall be considered in default under this Lease Agreement if: (1) Lessee fails to pay any rent when due and does not make the delinquent payment within 10 days after receipt of notice from Lessor; or (2) Lessee fails to perform or comply with any of the covenants or conditions of this Lease Agreement and such failure continues for a period of 10 days after receipt of notice from Lessor.

**XI.
TERMINATION**

Lessee shall have the privilege of terminating this agreement upon 90 days written notice to Lessor should Lessee's federal funding be terminated. Lessor shall be permitted to terminate this Lease Agreement upon 90 days written notice to Lessee, with cause.

**XII.
GOVERNING LAW**

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

**XIII.
ENTIRE AGREEMENT**

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

**XIV.
MODIFICATION OF AGREEMENT**

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

HURON SCHOOL DISTRICT NO. 2-2

BY: _____

ITS: Board President

**NORTH EAST SOUTH DAKOTA
HEADSTART**

BY: *William P. Kopper*

ITS: *Executive Director*