

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

Vision: *Respect - Pride - Excellence for All*

AGENDA
BOARD OF EDUCATION - SPECIAL MEETING
Instructional Planning Center/Huron Arena
January 27, 2020
5:30 p.m.

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

January 27	HHS Registration Open House 5:30 – 8:30 p.m.
January 31	Earliest Date to Begin Circulating or File Nomination Petitions for School Board Election
February 10	Board of Education Meeting 5:30 p.m. – IPC
February 12	Early Release
February 17	President’s Day – No School
February 24	Board of Education Meeting 5:30 p.m. – IPC
February 28	5:00 p.m. - Deadline for Filing Nominating Petitions for School Board Election
April 14	School Board Election
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) **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) Neil Poulisse/Substitute Bus Driver/\$25 per hour
 - 2) Crystal Lien/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$14.88 per hour
 - 3) Krysten Sifuentes/Food Service-Washington Satellite/\$14.35 per hour
 - 4) Cassidee King/Title 1 Para-Educator-Buchanan/\$15.56 per hour (transfer)
 - b) **Contracts for Board Approval**
 - 1) Lexi Eckmann/4th Grade Teacher – Washington 4/5 Center/\$44,369 per year
 - 2) Kylie Davis/3rd Grade Teacher – Madison 2/3 Center/\$44,595 per year
 - 3) Michelle Johnson/MS Art Teacher/ + \$9,088 for preparing lesson plans for 6 HS Art Classes – 2nd semester 2019-2020
 - c) **Resignations for Board Approval**
 - 1) Dorothy Wallman/Food Service-Middle School/15 years
 - d) **Consideration and Approval of Bills** – See attached list

- e) **Intent to Apply for Grant Funding**
Group Applying Halima Kringen Kindergarten Classroom
 Contact Person Halima Kringen
 Name of Award American Bank & Trust-Spirit Card Funds
 Name of Funder American Bank & Trust
 Amount to be Requested \$551.94 (6 @ \$91.99)
 Project Focus Regency Grow Height Adjustable Stools
- f) **Advertising Agreement Renewal – Huron Arena:**
Pro Clean Plus, Prostrollo General Motors, Ellwein Brothers Distributing, and Dakota Provisions

(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:**

- The Huron Middle School Band Program is proud to announce that 2 students were accepted to the 2020 South Dakota Middle School All State Jazz Band, and 3 students were accepted to the 2020 South Dakota Middle School All State Concert Band!
 SD Middle School All State Jazz Band will be held in Mitchell, SD at the Mitchell Performing Arts Center on February 7 & 8. Participating in the Honor Jazz Band will be **Joy Trautman**-8th Piano. Participating in the Festival Jazz Band will be **Kelsey Schuchhardt**-8th Alto Saxophone.
 SD Middle School All State Concert Band will be in Mitchell, SD at the Mitchell Performing Arts Center on March 6 & 7. Participating in the Festival Band will be **Kelsey Schuchhardt**-8th Alto Saxophone, and **Gabriel Montoya**-8th Horn. Participating in the Honor Band will be **Eh Lee Paw**-8th Clarinet.
- **Kobe Busch (12)** for surpassing 1000 career points during the Boys' Basketball game against Brookings on January 14.
- **McKenzie (4th Grade Teacher – Washington) and Jason Gill** on the birth of their daughter, Shelby Rae. Shelby was born on December 19th and weighed 8lbs 3oz.
- **Huron Quiz Bowl Team Members Tyson Lien (11), Aubrey Rutledge (11), Katie Schoenfelder (10), Shelby VandenHoek (12), and Coach Lindsey Brewer** for winning the Q107 Radio Quiz Bowl. Competition started in October with 32 teams. 8 teams qualified for the finals which were held in Mitchell on Monday, January 20th. Huron was undefeated all season with a 6-0 record. The team won \$1,000 plus bragging rights!

THANK YOU TO:

- **The Huron Congregational Church** for their donation of hats and gloves to the Buchanan K-1 Center.

10. **REPORTS TO THE BOARD:**

- a) **Classified Employee of the Month – Presented by Heather Rozell**
 Charlene Polsean, Special Education Para-Educator, has been selected as Classified Employee of the Month for January 2020. Nomination comments are included in this packet. Congratulations Charlene!
- b) **Good News Report – Special Education – Lori Wehlander**
- c) **LAN Report – Tim VanBerkum**
- d) **Superintendent's Report**

11. OLD BUSINESS

- a) Policy DO – Expense Reimbursement (Lodging, Mileage, and Meals)-1st Reading
- b) Policy GCBD-2 – Professional Staff Leaves/Absences (Sick Leave-Administrators)-1st Reading
- c) Draft Calendar 2020-2021 – Calendar Committee Recommendation- 1st Reading
 - ❖ Opportunity for Public Input
- d) Review of Job Descriptions for Principals – 2nd Reading

12. NEW BUSINESS

- a) Accept Rebate Agreement for Clean Diesel Grant/VW Program for the purchase of two new school buses. Rebate Agreements are ID Number DERA167 and DERA175.
- b) Permission to Advertise for one 77 passenger bus seated for 71 passengers for more legroom. Also advertise for one 59 passenger bus seated for 30 and for 3 wheelchairs. This bus will also have a wheelchair lift. Estimated cost is \$93,000 per bus. The funding sources will be the Clean Diesel Grants for 25% of the cost and the 2020-2021 Capital Outlay Budget for 75% of the cost.

13. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: January 13, 2020

Applicant Information

Applicant Name: Krysten Sifuentes

Address: 1042 Wisconsin SW, Huron, SD 57350

Phone: (605) 354-3102

Education: High School

Experience: Has worked at fast food restaurant

References: Jessica King, Bonnie Palmer, Michelle Sifuentes

Reason for New Hire

New Position: Washington 4-5 Center Satellite

Replacement: ---

Position Information

Department: Food Service

Position: Washington 4-5 Center Satellite

Supervisor: Carol Tompkins

Responsibilities: Satellite food/supplies to Washington 4-5 Center

Hours: 8:45 am – 2:45 pm

Hiring Information

Wages: \$14.35 per hour

Classification: Level II - Step 0

Wage Justification: Food Service Hiring Schedule

Start Date: January 28, 2020

Requested by: Carol Tompkins (Administrator)

**Huron School District
New Hire Justification**

Date: 1-21-2020

Applicant Information

Applicant Name: Cassidee King

Address: 509 4th St. S

Phone: 350-6161

Education:

Experience: Currently SPED Para at Buchanan

References: Rodney Mittelstedt, Peggy Heinz

Reason for New Hire:

New Position:

Replacement: Title 1 Para Hannah Schouten

Position Information

Department: Title 1

Position:

Supervisor: K staff

Responsibilities: Title 1 Para

Hours: 7.5 Hours

Hiring Information

Wages: No change in her current wage

Classification

Wage Justification: Transfer from SPED

Start Date: 1/123/2020

Requested by: - Peggy Heinz (Administrator)

Handwritten initials 'DK' and a signature.

8/25/14

TEACHER'S CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Lexi Eckmann

January 9, 2020

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 44369 for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning 8/10/2020 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BS
Hired 2020-2021 W/BS with no formal teaching experience.

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 10. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, JANUARY 17 2020

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 17 day of January 2020

Witness: James D. [Signature]

Print Name: Lexi Eckmann

Sign here: Lexi Eckmann

Teacher

HURON PUBLIC SCHOOLS

Huron, South Dakota

PERSONNEL DATA SUMMARY

1. Name Lexi Eckmann
Present Address 2038 Custer Ave SE – Huron, SD 57350
Position Applied For 4th Grade Teacher Position – Washington 4/5 Center

2. Preparation and Certification:
- | | <u>Name of School</u> | <u>Year/Degree</u> |
|--------------------|----------------------------------|-------------------------------------|
| College: BS Degree | <u>Northern State University</u> | <u>2019/BS–Elementary Education</u> |
| MA Degree | _____ | _____ |
| Other | _____ | _____ |

3. Teaching Experience - (list the last two positions)
- | <u>Name of School</u> | <u>How Long/Years</u> | <u>Grades/Subjects</u> |
|-----------------------|-----------------------|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. **Base Salary:** \$44,369 **Teaching Assignment:** 4th Grade Teacher – Washington 4/5 Cntr
Extra Duty: \$ _____ **Ex Duty Assignment** _____
Total Salary: \$44,369

TEACHER'S CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Kylie Davis

January 14, 2020

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$ 44595** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **8/10/2020** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through **June 30** for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract **July 1** through **July 31**, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BS
Hired 2020-2021 w/BS and 2 years teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 10. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY, JANUARY 22, 2020

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 20 day of Jan, 2020

Witness: Kylie Davis

Print Name: Kylie Davis
Sign here: Kylie Davis
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Kylie Davis
Present Address 39338 206th St – Wolsey, SD 57384
Position Applied For 3rd Grade Teacher Position – Madison 2/3 Center

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>Fort Hays State University</u>	<u>2016/BS–Early Childhood Education</u>
MA Degree	_____	_____
Other	_____	_____

3. Teaching Experience - (list the last two positions)

<u>Name of School</u>	<u>How Long/Years</u>	<u>Grades/Subjects</u>
<u>Eisenhower Elementary School</u>	<u>2 years/2017-2019</u>	<u>2nd Grade Teacher</u>
_____	_____	_____

4. **Base Salary:** \$44,595 **Teaching Assignment:** 3rd Grade Teacher – Madison 2/3 Center
Extra Duty: \$ _____ **Ex Duty Assignment** _____
Total Salary: \$44,595

TEACHER'S CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Michelle Johnson

January 22, 2020

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Teacher in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 65576 for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning 8/26/2019 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BA
The above contract includes \$1962 (ES-10) for MS Student Senate/\$9,088 for preparing lesson plans for 6 HS Art Classes -2nd Semester (2019-20);

~~CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, JANUARY 31, 2020~~

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By.....
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 23 day of Jan, 2020

Witness: Ann Fenske

Print Name: Michelle Johnson

Sign here: Michelle Johnson
Teacher

January 17, 2020

As of Jan. 17, 2020 I
officially resign my position
as asst. salad dept person
at the Hiron Middle School
Kitchen.

Deathy
Wallman

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>		1		
Checking	1	Fund: 10 GENERAL FUND		
NORTHWESTERN ENERGY		UTILITIES	4,584.18	
			Fund Total:	4,584.18
			Checking Account Total:	4,584.18

I am requesting 6 of these for my kindergarten classroom to help with student focus and learning. They are \$91.99 a piece.



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@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: 1/19/2020 Contact Person: Halima Kingen

Group Applying: _____

Name of Grant/Award: American Bank & Trust Spirit Card funds

Name of Funder: American Bank & Trust Contact Person _____

Amount to be Requested: \$551.94 Funder's Submission Due Date: _____

Project Focus: Regency Grow Height Adjustable Stool Black Vinyl 17004BK

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. Please 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 A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - 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] Building/Department Administrator Date: 1/13/20

Signature: [Signature] Linda J Pietz, Director of Curriculum, Instruction & Assessment Date: 1/13/20

Signature: [Signature] Kelly Christopherson, Business Manager Date: 1-13-2020

Presented to School Board: _____

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 13 day of Jan., 2020, by and among PRO CLEAN PLUS ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated December 31, 2014 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2020, and ending on December 31, 2020.

2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.

3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial TAS

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2020: For services rendered January 1, 2020 to December 31, 2020.

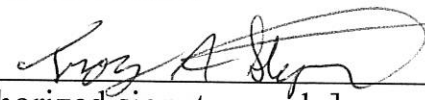
Payment #1: \$2500 Payment due on or before July 1, 2020

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

It is understood by both parties that the Owner intends to hire the Advertiser for cleaning services worth at least \$2,500 during 2020.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: PRO CLEAN PLUS

By 
[authorized signature only]

Troy Styer
[print or type name clearly]

Title Owner

Dated 1-13-2020

Address: 164 Dakot Ave S.

City, State, Zip: Huron SD 57350

Phone: 605-352-5776

Fax: 605-352-6002

Email Address: huronpap@gmail.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 13th day of January, 2020, by and among PROSTROLLO GENERAL MOTORS ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated October 1, 2004 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2020, and ending on December 31, 2020.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$8,000 (eight thousand dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial _____

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2020: For services rendered January 1, 2020 to December 31, 2020.

Payment #1: \$ 2000 Payment due on or before 2/15/20

Payment #2: \$ 2000 Payment due on or before 5/15/20

Payment #3: \$ 2000 Payment due on or before 8/15/20

Payment #4: \$ 2000 Payment due on or before 11/15/20

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Prostrollo General Motors

By John Deniger
[authorized signature only]

JOHN DENIGER
[print or type name clearly]

Title PRESIDENT
Dated 1-13-20

Address: PO Box 1415
City, State, Zip: HURON SD 57350
Phone: 605-352-6411
Fax: 605-352-9286
Email Address: info@prostrollo.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 14 day of January, 2020, by and among ELLWEIN BROTHERS DISTRIBUTING ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated September 1, 2012 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2020, and ending on December 31, 2020.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,000 (two thousand dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial NE

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2020: For services rendered January 1, 2020 to December 31, 2020.

Payment #1: \$ 2000 Payment due on or before 1-14-2020

Payment #2: \$ _____ Payment due on or before _____

Payment #3: \$ _____ Payment due on or before _____

Payment #4: \$ _____ Payment due on or before _____

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Ellwein Brothers Distributing

By Norma Ellwein
[authorized signature only]

Norma Ellwein
[print or type name clearly]

Title co-owner

Dated 1-14-2020

Address: Box 136

City, State, Zip: Huron, MI 49320

Phone: 605-353-7620

Fax: 605-353-7603

Email Address: norma@ellweinbrothers.com

OWNER: Huron School District 2-2

By _____
Huron School District

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 13th day of January, 2020, by and among DAKOTA PROVISIONS ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated January 19, 2018 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2020, and ending on December 31, 2020.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$6,000 (six thousand dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial CAL

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2020: For services rendered January 1, 2020 to December 31, 2020.

Payment #1: \$ 6000.00 Payment due on or before 2/15/2020

Payment #2: \$ _____ Payment due on or before _____

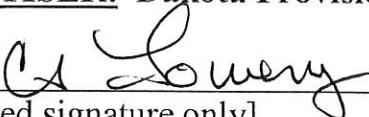
Payment #3: \$ _____ Payment due on or before _____

Payment #4: \$ _____ Payment due on or before _____

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Dakota Provisions

By 
[authorized signature only]

Cindy Lowery
[print or type name clearly]

Title Director of Sustainability

Dated 1/13/2020

Address: PO Box 1257

City, State, Zip: Huron, SD 57350

Phone: 605/353-9637

Fax: _____

Email Address: cindyl@dakotaprovisions.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

Classified Employee of the Month

Name	<u>Charlene Polsean</u>
Position	<u>Special Education Para-Educator</u>
Date	<u>January 2020</u>

The staff of the Madison 2-3 Center would like to nominate Charlene Polsean, Special Ed Para, for the Classified Employee of the month. Char is a very hard worker and a team player. Below are some of the things Char's co-workers wrote about her:

- Char builds good, trusting relationships with the students. She frequently communicates with teachers and staff about student behaviors in person and via email.
- She is a self-starter, sees a need and performs the task very willingly.
- Char helps and assists in any way possible. She's flexible and requires very limited direction.
- Char works well with all staff and follows the lead of the teachers in working with individual students or a group of students.
- Char goes above & beyond her job description. She strives to make students feel successful with positive comments and encouragement.
- She successfully started the recycling program at Madison school and works hard with her students every day to keep on top of it.
- She keeps the kids on track, but is always encouraging & positive. She seems to be in a million places at once.
- Char is so kind to all the students and staff and always has a smile on her face. Always willing to help others out, no matter the job.
- When Char was hired, a treasure was discovered!
- She works with struggling students, shows them love, but has firm expectations.
- Char voluntarily starts the coffee every morning and picks up the lounge after school every day. She's always doing so many things above and beyond her job duties.
- Char is a true gem. No matter how tough a day is, she's still smiling at the end of it and starts all over again the next day.

We all enjoy Charlene and we are extremely grateful to have her with us at the Madison 2-3 Center. "Thank you" Char!

Madison 2-3 Center Staff



Huron School District #2-2

Policies and Regulations

Code:

DO – Expense Reimbursement
(Lodging, Mileage, and Meals)

Expense Reimbursement (Lodging, Mileage, and Meals)

Expense Reimbursement (Lodging, Mileage, and Meals)

The following guidelines will apply to out-of-district travel.

Within and outside state:

- 1) Lodging must be receipted.
- 2) When a school fleet vehicle suitable for the travel purpose is not available, mileage by auto will be paid on the basis of the current state approved rate per mile traveled (distances to main cities visited are established and on file in the business office).
- 3) When a personal vehicle is taken in lieu of an available school fleet vehicle, mileage will be paid at the rate of .18 per mile traveled (distances to main cities visited are established and on file in the business office).
- 4) Air travel must be approved by the superintendent or his/her designee.
- 5) ~~Meal allowance will be paid based on the current state approved rate.~~ All meals must be receipted. Reimbursement amounts will be up to the current state approved rates for in-state or out-of-state travel. No reimbursement will be made for alcoholic beverages.
- 6) Whenever students are provided meals and lodging at district expense, coaches and other school officials will be afforded the same meals and accommodations.

Outside state:

~~Expenses for travel outside of South Dakota will be paid according to current state approved rate.~~

~~Whenever students are provided meals and lodging at district expense, coaches and other school officials will be afforded the same meals and accommodations.~~

In-District

The following guidelines will apply to in-district travel.

Staff members who perform assigned duties in more than one school will be paid mileage at the current state approved rate. Mileage will be paid on the distance between the schools they are assigned to on a given day.

The staff member who has been authorized mileage will submit a completed voucher to the business office for payment.

In most situations, there is no meal expense allowed for in-district travel. There are occasions when the District will offer to provide a meal; i.e., “State of the Schools,” “Board –Administrator work-sessions,” etc. These will not be vouchered but will be directly billed and paid by the District. When the District hosts an event that requires attendance through the meal time; i.e., ESD Principals, Activities Directors, etc. .. and the meal would have been allowed had the event been in another community, the direct bill for a work session meal may be requested for approval from the superintendent in advance of the event. This must be specifically approved on a travel request, stating cause, and dictating maximum allowable dollar amount. Note: Attending regularly scheduled luncheons; i.e., regular Chamber meeting, Community Counseling meeting, etc., do not qualify for this exception.

PROFESSIONAL STAFF LEAVES/ABSENCES (Sick Leave/Administrators)

- A. Administrators on a 260 day contract are allowed Sixteen (16) full days of sick leave each year for a cumulative to 150 days. Sick leave will accumulate at 1.33 days per month for a total of 16 days per year.
- B. Administrators on a 210 day contract are allowed twelve (12) full days of sick leave each year for a cumulative to 140 days. Sick leave will accumulate at 1 day per month for a total of 12 days per year.
- C. Contracted **administrators** with less than a full-time contract will earn sick leave on the same schedule as regular employees; however, sick leave will accumulate on the following basis:
- | | |
|---------------------|-------------------------------|
| 75 to 100% contract | 12 days accumulation per year |
| 50 to 74% contract | 8 days accumulation per year |
| 49 to 0% contract | No accumulation |
- D. Administrators may borrow sick leave from the normal yearly allowance. If the contract is terminated prior to the end of the year, the following procedure will prevail: all used, but non-accumulated, days will be deducted from the last pay check.
- E. Sick leave may be taken because of personal illness, injury, or on order of a physician to remain absent due to exposure to disease or to obtain the services of a medical professional that cannot be obtained during the non-school hours. One-half day is the minimum sick leave period. After sick leave is exhausted, the board shall cease payment.
- F. If the disability or incapacity of the administrator to properly perform his/her duties should continue for ninety calendar days after he/she has exhausted all sick leave days, the board of education, at its option, may cancel and terminate this agreement and thereupon be released from all further obligations.
- G. After an absence from school due to sickness or illness, the administrator may be required to furnish proof of illness. This proof will be in the form of a doctor's certificate. The board of education, at its expense, may also request a physical examination of the administrator by a physician designated by the board. The decision of the school physician shall be final.
- H. Each administrator on a 260 day contract will be paid \$60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 150 days, when they end employment.
- I. Each administrator on a 210 day contract will be paid \$60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 140 days, when they end employment.
- J. Ending employment may be due to retirement or resignation. Accumulated sick leave will not be paid out if the administrator is terminated or if the administrator violates their contract. Contracted administrators with less than a full-time contract will be paid for each day on a percentage basis equal to the percent of their contract when they end employment.



Huron School District Academic Calendar 2020-2021 School Year

Calendar Committee Proposal – Aug 24 Start

(PTC / OH / ER subject to change)

AUGUST 2020 (6)						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	+10++	+11#	+12	+13	+14	15
16	17⊗	18▲▲▲	19⊗	20▲××	21	22
23	24✓	25✓	26✓	27✓	28κ	29
30	31					

† New teach wkdays ++ New teach lunch/sub in-service ▲ Teach In-serve ▲▲ All Staff Lunch
 ▲ K-8 Open House (K-1 4:00-5:00)(2-3 5:00-6:00)(4-5 6:00-7:00) ×× MS Open House(7:00-8:00)
 ⊗ 9th Orient 6:00 pm English/8:00 pm Spanish & Karen & HS Open House 7:00-8:00 pm
 ⊗⊗ Fr Day 9:00 am-12pm # HMS Activity Night 5:30-7:00
 ⊗ 1st Day of School ✓ Kindergarten Screen κ Kindergarten 1st Day

SEPTEMBER 2020 (19=25)						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2†	3*	4*	5*
6*	7*	8	9	10	11	12
13	14	15	16	17	18†	19
20	21	22	23	24	25	26
27	28×	29	30			

▲ Teach In-service Sept 1 & 2 † State Fair Week (no school) Aug 31 thru September 7
 † Early release (Sept 18 Homecoming Parade) × HS PT Conferences (5:30-8:30 pm)

OCTOBER 2020 (21=46)						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7†	8	9	10
11	12*	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

† Native American Day † Early release □ 4-5 PT Conf (3:30-6:45)
 ⊗ MS PT Conf (3:30 to 6:30)

NOVEMBER 2020 (18=64)						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4†	5	6	7
8	9	10	11*	12	13	14
15	16	17	18	19	20	21
22	23	24	25†	26**	27**	28
29	30					

† Early release † Vet Day *K-1 PT Conf (3:30-6:45) **2-3 PT Conf (3:30-6:45)
 ** Holiday Break

DECEMBER 2020 (17=81)						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9†	10	11	12
13	14	15	16	17	18	19
20	21	22	23†	24*	25*	26
27	28*	29*	30*	31*		

† Early release × HS PT Conf (5:30-8:30 pm) † Holiday Break

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (81 days)

End of 2nd Semester - (93 days)

GRADUATION Sunday, May 23, 2021 2:00 p.m., Huron Arena

174	Student Contact Days
2	Conference Days
4	Teacher In-Service Days
0.5	Teacher Check-out (1/2 day)
180.5	Total Teacher Days

JANUARY 2021 (19=100)						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1*	2
3	4	5	6	7	8	9
10	11	12	13†	14	15	16
17	18**	19	20	21	22	23
24	25×	26	27	28	29	30
31						

† Early release † New Year's Day Holiday
 × High School Registration Open House 5:30 – 8:30
 ** Martin Luther King Holiday

FEBRUARY 2021 (19=38=119)						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3†	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

† Early release † Presidents' Day

MARCH 2021 (19=57=138)						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3†	4	5	6
7	8	9	10	11	12*	13
14	15	16	17	18	19*	20
21	22	23	24	25	26	27
28	29	30	31			

* K-1 PT Conf (3:30-6:45) □ 4-5 PT Conf (3:30-6:45) ⊗ MS PT Conf (3:30-6:30)
 × HS PT Conf (5:30-8:30) † Early release † Spring Break 3(4) day weekends

APRIL 2021 (19=76=157)						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2*	3
4	5*	6	7	8	9	10
11	12	13	14†	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

† Early Release
 ** 2-3 PT Conf (3:30-6:45) † Vacation (Possible Snow Day makeup)

MAY – JUNE 2021 (17=93=174)						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5†	6	7	8
9	10	11	12	13	14	15
16	17	18⊗	19⊗	20	21	22
**23	24	25⊗	26⊗	27	28	29
30	31*	1	2	3	4	

⊗ Last day of classes ⊗ Teacher Check-out † Memorial Day † Early release
 ⊗ Baccalaureate
 ⊗ 8th grade promotion
 ** Graduation

Staff Development) Early Release Days

Sep 23 Oct 7 Nov 4 Dec 9
 Jan 13 Feb 3 Mar 3 Apr 14 May 5
 (Sep 18, Nov 25, Dec 23, May 19 also Early Release)

MAKE-UP DAYS FOR SNOW

March 11, March 18, April 1, May 26, 27, 28, June 1, 2, 3, 4
 "In-Calendar Snow Days" can only be used if the snow cancellation day precedes the make-up snow day by at least 5 school days.

CONFERENCES: (All to be determined by principals after calendar approved)

K & 1st Gr Center:

2nd & 3rd Gr Center:

4th & 5th Gr Center:

Middle School:

High School: Sep , Dec , Mar , (Jan 25 Registration Night)



PROFESSIONAL STAFF POSITIONS

Elementary Principal

Buchanan K-1, Madison 2-3, Washington 4-5, Huron Colony K-8, Riverside Colony K-8

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by the board and/or contract as agreed by the board and principal.
2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. - be responsible to the superintendent for the general administration and supervision of the school and will work in close cooperation with the superintendent to carry out and enforce the policies of the board of education.
2. - consult with the superintendent before making a decision or adopting a course of action for which there is no policy or precedent.
3. - keep the staff, students, parents, superintendent, board, and the general public properly informed about the progress of the school.
4. - provide instructional leadership in establishing yearly goals, activities, and strategies for improving student achievement.
5. - instill a climate conducive to improved learning opportunities for all students and staff.
6. - coordinate the master schedule for the school.
7. - organize and plan staff meetings and other meetings necessary to effectively administer the school.
8. - supervise parent-teacher conferences, reports to parents, and communicate with superintendent on "grade appropriate" plans for parent events or organizations.
9. - be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations to the superintendent including employment, assignment, and dismissal of personnel.
10. - supervise the school counseling program.
11. - in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date school academic program and shall be responsible for maintaining and improving standards of achievement under this program.
12. - in conjunction with the director of instruction - supervise all standardized testing programs in the building and plan for their subsequent use and follow-up.
13. - make recommendations to the superintendent relative to the general operation of the school. This may include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any other items deemed necessary.

14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.
15. - ensure accountability for all entities under his/her jurisdiction.
16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.
17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.
18. - in cooperation with the director of special services - administer and monitor the special education program within the building.
19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.
20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.
21. - establish, supervise, and assist in maintaining the student discipline program in the school.
22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.
23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.
24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.
25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.
26. - in cooperation with the director of food service/nutrition - supervise the building's lunch program.
27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.
28. - in cooperation with the director of transportation - develop plans for safe transfer and transportation of students.
29. - in cooperation with the director of technology - develop and implement plans for technology that will enhance teaching and increase student learning.
30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.
31. - recommend, each year, to the superintendent the names of students who have advanced to the next grade level or are retained with cause.



PROFESSIONAL STAFF POSITIONS

Middle School Principal

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by the board and/or contract as agreed by the board and principal.
2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. - be responsible to the superintendent for the general administration and supervision of the school and will work in close cooperation with the superintendent to carry out and enforce the policies of the board of education.
2. - consult with the superintendent before making a decision or adopting a course of action for which there is no policy or precedent.
3. - keep the staff, students, parents, superintendent, board, and the general public properly informed about the progress of the school.
4. - provide instructional leadership in establishing yearly goals, activities, and strategies for improving student achievement.
5. - instill a climate conducive to improved learning opportunities for all students and staff.
6. - coordinate the master schedule for the school.
7. - organize and plan staff meetings and other meetings necessary to effectively administer the school.
8. - supervise parent-teacher conferences, reports to parents, and communicate with superintendent on "grade appropriate" plans for parent events or organizations.
9. - be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations to the superintendent including employment, assignment, and dismissal of personnel.
 - a. - support, assign, supervise, and evaluate the administrative responsibilities of the assistant principal as per job description.
10. - supervise the school counseling program.
11. - in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date school academic program and shall be responsible for maintaining and improving standards of achievement under this program.
12. - in conjunction with the director of instruction - supervise all standardized testing programs in the building and plan for their subsequent use and follow-up.

13. - make recommendations to the superintendent relative to the general operation of the school. This may include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any other items deemed necessary.
14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.
15. - ensure accountability for all entities under his/her jurisdiction.
16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.
17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.
18. - in cooperation with the director of special services - administer and monitor the special education program within the building.
19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.
20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.
21. - establish, supervise, and assist in maintaining the student discipline program in the school.
22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.
23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.
24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.
25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.
26. - in cooperation with the director of food service/nutrition - supervise the building's lunch program.
27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.
28. - in cooperation with the director of transportation – develop plans for safe transfer and transportation of students.
29. - in cooperation with the director of technology – develop and implement plans for technology that will enhance teaching and increase student learning.
30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.
31. - recommend, each year, to the superintendent the names of students who have advanced to the next grade level or are retained with cause.



PROFESSIONAL STAFF DESCRIPTION High School Principal

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by the board and/or contract as agreed by the board and principal.
2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. - be responsible to the superintendent for the general administration and supervision of the school and will work in close cooperation with the superintendent to carry out and enforce the policies of the board of education.
2. - consult with the superintendent before making a decision or adopting a course of action for which there is no policy or precedent.
3. - keep the staff, students, parents, superintendent, board, and the general public properly informed about the progress of the school.
4. - provide instructional leadership in establishing yearly goals, activities, and strategies for improving student achievement.
5. - instill a climate conducive to improved learning opportunities for all students and staff.
6. - coordinate the master schedule for the school.
7. - organize and plan staff meetings and other meetings necessary to effectively administer the school.
8. - supervise parent-teacher conferences, reports to parents, and communicate with superintendent on "grade appropriate" plans for parent events or organizations.
9. - be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations to the superintendent including employment, assignment, and dismissal of personnel.
 - a. - support, assign, supervise, and evaluate the administrative responsibilities of the assistant principal as per job description.
10. - supervise the school counseling program.
11. - in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date school academic program and shall be responsible for maintaining and improving standards of achievement under this program.
12. - in conjunction with the director of instruction - supervise all standardized testing programs in the building and plan for their subsequent use and follow-up.

13. - make recommendations to the superintendent relative to the general operation of the school. This may include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any other items deemed necessary.
14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.
15. - ensure accountability for all entities under his/her jurisdiction.
16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.
17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.
18. - in cooperation with the director of special services - administer and monitor the special education program within the building.
19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.
20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.
21. - establish, supervise, and assist in maintaining the student discipline program in the school.
22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.
23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.
24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.
25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.
26. - in cooperation with the director of food service/nutrition - supervise the building's lunch program.
27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.
28. - in cooperation with the director of transportation – develop plans for safe transfer and transportation of students.
29. - in cooperation with the director of technology – develop and implement plans for technology that will enhance teaching and increase student learning.
30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.
31. - recommend, each year, to the superintendent the names of students who have completed the requirements for a high school diploma.

**South Dakota
Clean Diesel Grant/VW Program
Rebate Agreement**

Recipient	Huron School District 150 5th St SW Huron SD 57350	Clean Diesel FAIN: 96896001 CFDA: 66.040 Authority: 2 CFR 200, 2 CFR 1500, and 40 CFR 33	ID Number DERA167
DUNS	076501295	VW Authority: SDCL 34A-1-64, MDL No. 2672 CRB (JSC) (Dkt. No. 2103-1), and (Dkt. No. 3228-1)	Date of Offer 01/14/2020
Contact	Kelly Christopherson 605-353-6995		Maximum Rebate Amount \$23,767.50
Project Title/Description South Dakota Clean Diesel Grant/VW Program This agreement provides a rebate to the SD applicant under the State Clean Diesel Grant/VW Program. This project will help replace old diesel buses. The primary goal of the project is to reduce children's exposure to toxic emissions from diesel exhaust and to facilitate the improvement and protection of the ambient air quality throughout South Dakota.			
Rebate Conditions The recipient covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement by September 30, 2020. The recipient warrants, represents, and agrees that it will comply: (1) with any special conditions set forth in the guidelines and (2) with the attached Assurances, Terms, and Conditions which is incorporated herein by reference. Rebates will not be made until after July 1, 2020, unless funding authority is available.			
Offer The State of South Dakota hereby offers a rebate to Huron School District in an amount up to <u>0.25</u> of all approved costs incurred up to and not exceeding \$23,767.50 for the support of the approved project as described above. Such rebate may be terminated by DENR without further cause if the recipient fails to provide timely affirmation of the agreement by signing under the Acceptance section and returning this page of the signed agreement to the email or mailing address listed below by February 14, 2020.			
Signature of Award Official		Typed Name and Title Hunter Roberts, Secretary	Date
Please check if you are Accepting or Declining this Rebate Agreement			
<p><u> </u> Accepting In accepting this agreement and any rebate made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any rebates found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.</p> <p><u> </u> Declining In declining this agreement, the undersigned represents that he/she is duly authorized to act on behalf of the recipient. To the best of my knowledge and belief, data in this agreement are true and correct.</p>			
Signature of Designated Official		Typed Name and Title	Date

Submit this page of signed agreement to project manager at:

Barb.regynski@state.sd.us or
 Bus Rebate Program
 Barb Regynski
 SD DENR – AQ Program
 523 E Capitol
 Pierre, SD 57501

Assurances, Terms, and Conditions

The recipient entering into this agreement with DENR must follow the specific performance criteria as specified in this agreement to ensure compliance with statutory and audit requirements. All services or work carried out under this agreement must be completed within the scope, time frames, and funding limitations specified by the agreement. Upon signing of the agreement by DENR, a copy of the executed agreement will be returned to the applicant, at which time the agreement will be considered awarded.

The eligibility criteria for existing buses to be **replaced** are as follows:

- The existing bus to be replaced must be an in-use diesel bus engine model year 1996-2009 owned by any South Dakota public schools, non-public schools, state special schools, other educational programs, shuttle or transit system providers, and school bus contractors.
- The existing bus being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement.

The eligibility criteria for **new replacement** buses are as follows:

- **Recipient should receive the new bus by August 31, 2020.**
- New buses with 2018 model engine year or newer diesel, alternative fuel, or zero tailpipe emissions.

REPLACEMENT BUS REQUIREMENTS

- Purchase of new buses may not occur prior to both parties signing the agreement. Submit a copy of the purchase order to DENR when the bus has been ordered. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the grant recipient. A cost may not be considered incurred until the replacement bus has been received and accepted by the recipient.
- Program funds must only be used to purchase a new bus that is equipped with essential or standard equipment.
- The recipient must insure that the replaced bus is permanently disabled or scrapped and maintain documentation on how the replaced bus was permanently disabled or scrapped. Please keep a written record signed by both the recipient and the party disabling or scrapping the bus.
- Applicant submits invoice or receipts, record of bus being disabled or scrapped (Certificate of Disposal Form) and colored photos, the DENR Request for Reimbursement Form, and engine certificate if needed. DENR will review the information for compliance with all rebate requirements.
- Payment will be issued upon verification (documentation and/or DENR staff site visit). DENR reserves the right to hold reimbursement until after July 1, 2020.
- DENR maintains the right to monitor the project periodically and to do on-site verification.

STATE CONDITIONS

TERM

The recipients' services under this Agreement shall commence on the signing of the agreement by the State and ends September 30, 2020, unless sooner terminated or extended pursuant to the terms hereof.

HOLD HARMLESS AND INDEMNIFICATION

The recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

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The recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

NOTICES

Any notice or other communication required under this Agreement shall be in writing and sent to the contact listed on the signature page of this agreement. Notices shall be given by and to the VW Truck Program on behalf of the State, and by the Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

SUPERCESSION

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

CLAIMS AND PAYMENT

By September 30, 2020, the end date of this agreement, the grantee shall submit all claims for rebates due and payable under this agreement.

REBATE CONDITIONS

- A. Substantial Federal Involvement for Cooperative Agreements - EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the recipient's project by EPA, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.
- B. Emissions Control Technologies - Emissions Reduction Projects funded by the recipient pursuant to this assistance agreement must use verified technologies and/or must use engines and engine configurations certified by EPA and, if applicable, CARB. Technologies are verified under EPA or California's Retrofit Technology Verification Programs.
- C. Quarterly Reporting and Environmental Results - Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made achieving the work plan objectives, including milestones and anticipated outputs and outcomes. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. A template for the quarterly report is available at: <https://www.epa.gov/cleandiesel/clean-diesel-state-allocations#report>. Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day.
 - April 1 – June 30 Reporting Period: report due date July 30
 - July 1 – September 30 Reporting Period: report due date October 30
 - October 1 – December 31 Reporting Period: report due date January 30
 - January 1 – March 31 Reporting Period: report due date April 30If a project start date falls within a defined Reporting Period the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement. VW semi-annual reports are due January 30 and July 30.
- D. Final Report - The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project. To the extent possible,

final emission benefit calculations should be based on the actual number and type of technologies, vehicles, equipment and engines implemented under the award and actual vehicle miles traveled, idling and/or operating hours, and fuel use. If actual vehicle miles traveled, idling and/or operating hours, and fuel use are not available, the final report will include a detailed explanation of how these values are derived, as well as any assumptions or default values used, for the purposes of emissions benefit calculations. The final report will also detail the methodologies used for the emission benefit calculation.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage (see E.6.c.iv below).

For projects that take place in an area affected by, or includes vehicles, engines or equipment affected by federal law mandating emissions reductions, the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate.

The final report shall be submitted to the EPA Project Officer within 90 days after the project period end date or termination of the assistance agreement. A template for the final report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations.

E. Use of Funds Restriction -

1. Federal Matching Funds: Recipient agrees that funds under this award cannot be used for matching funds for other federal grants unless expressly authorized by statute. Likewise, recipient may not use federal funds as cost-share funds for the Clean Diesel Funding Assistance Program, including funds received under EPA's State Clean Diesel Grant Program and federal Supplemental Environmental Project (SEP) funds.
2. Expense Cap: Recipient agrees that no more than 15 percent of the recipient's total project costs may be used to cover personnel, fringe benefits, and travel. Total project costs include the federal share as well as any cost-share provided by the state.
3. Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
4. Fueling Infrastructure: Recipient agrees that funds under this award cannot be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other cleaner fuels.
5. Mandated Measures: Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
6. Fleet Expansion: Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement

projects are eligible for funding on the condition that the following criteria are satisfied:

- a. The vehicle, equipment and/or engine being replaced must be fully operational and in current, regular service.
- b. The replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.
- c. The replacement vehicle, engine, or equipment will be of similar type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced.

Highway : The replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7, or 8). The engine's primary intended service class must match the replacement vehicle's weight class (i.e. a LHD diesel engine is used in a vehicle with GVWR 16,001 – 19,500 pounds, a MHD diesel engine is used in a vehicle with a GVWR of 19,501 33,000 pounds, and an HHD diesel engine is used in a vehicle with a GVWR greater than 33,000 pounds.) Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine's intended service class and any exceptions will require written approval by the EPA Project Officer prior to purchase.

- i. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
- ii. Cutting a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method.
- iii. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles.
- iv. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes a signed certificate of destruction (to be provided by the EPA Project Officer) or alternative documentation as approved by the EPA Project Officer, and colored digital photos of the engine tag (showing serial number, engine family number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.

Scrapped engines and equipment and vehicle components may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply.

7. Auxiliary Power Units: Recipient agrees that funds under this award cannot be used for the purchase of APUs or generators for vehicles with engine model year 2007 or newer.
8. Highway Model Year: Recipient agrees that funds under this award cannot be used to retrofit (including idle reduction technologies and aerodynamics and tires), convert, or replace a transit bus, medium-duty, or heavy-duty highway vehicle with engine model year 1995 and older or 2010 and newer,

or to retrofit engine model year 2007 and newer with DOCs or DPFs, or retrofit engine model year 2010 and newer with SCR, or replace engine model year 2010 or newer with other than zero tailpipe emission or low NOx.

9. Clean Alternative Fuel Conversion: Funds under this award cannot be used to purchase certified/approved conversion systems that do not meet the following criteria:
 - a. Existing engine model 1996-2006: Conversion kit must be certified or approved to achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standard of the original engine.
 - b. Existing engine model 2007 and newer: Conversion kit must be certified or approved to achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.
- F. Employee and/or Contractor Selection - EPA will not help select employees or contractors hired by the recipient.
- G. Program Income - Program income as defined at 2 CFR §200.80 means gross income received by the grantee or subrecipient that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under DERA grants, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or subrecipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award.

Program income earned during the project period shall be retained by the recipient and, in accordance with 2 CFR §200.307 recipient is authorized to use program income to meet the cost-sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The amount of the Federal award remains the same. The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income. The recipient must provide as part of its final performance report, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the final Federal Financial Report, Standard Form 425.

- H. Equipment Use, Management, and Disposition - These equipment use, management, and disposition instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired a Federal award by the state in accordance with state laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 2 CFR §200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified

technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

- I. Procurement Procedures - The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions.
- J. Final Workplan and Modifications - Recipient agrees to carry out the project in accordance with the final approved workplan. Modifications to the approved workplan, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary.
- K. Public Notification - Not later than 60 days after the date of the award of a subaward, rebate, or loan by a State, the State shall publish on the website of the State:
 1. For subawards, rebates, and loans provided to the owner of a diesel vehicle or fleet, the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded through the subawards, rebates, or loans; and
 2. For other subawards, rebates, and loans, a description of each application for which the subaward, rebate, or loan is provided.
- L. State Grant Cybersecurity
 1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 2. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated

Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

3. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in 2. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
- M. Leveraging - The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution that is described in its final approved workplan. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its final approved workplan. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.
- N. Voluntary Cost-Share - If a state provides a voluntary match equal to the base allocation offered by EPA, EPA will provide a matching incentive equal to 50 percent of the base allocation. The voluntary match may be satisfied by allowable costs incurred by the state (i.e. in-kind contributions), or by cash donations of state funds or private funds. State voluntary matching funds included in the approved project budget are subject to the same terms and conditions and funding limits as the awarded DERA funds. A recipient is legally obligated to expend any voluntary match included in the approved project budget within the project period of that award.

Any voluntary matching funds provided by the state to qualify for the matching incentive count towards the "EPA funds and state voluntary matching funds". Mandatory cost share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

Volkswagen Environmental Mitigation Trust Funds may be used (via the DERA Option) as voluntary matching funds, but cannot be used to fund any mandatory

cost-share. This award and the resulting federal funding of \$473,499 is based on estimated costs requested in the recipient's final approved workplan. Included in these costs is a voluntary cost-share contribution of \$315,666 by the recipient in the form of a voluntary cost-share that the recipient included in its final approved workplan. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded. If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its final approved workplan, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

**South Dakota
Clean Diesel Grant/VW Program
Rebate Agreement**

Recipient	Huron School District 150 5th St SW Huron SD 57350	Clean Diesel FAIN: 96896001 CFDA: 66.040 Authority: 2 CFR 200, 2 CFR 1500, and 40 CFR 33	ID Number DERA175
DUNS	076501295	VW Authority: SDCL 34A-1-64, MDL No. 2672 CRB (JSC) (Dkt. No. 2103-1), and (Dkt. No. 3228-1)	Date of Offer 01/14/2020
Contact	Kelly Christopherson 605-353-6995		Maximum Rebate Amount \$24,492.50
Project Title/Description South Dakota Clean Diesel Grant/VW Program This agreement provides a rebate to the SD applicant under the State Clean Diesel Grant/VW Program. This project will help replace old diesel buses. The primary goal of the project is to reduce children's exposure to toxic emissions from diesel exhaust and to facilitate the improvement and protection of the ambient air quality throughout South Dakota.			
Rebate Conditions The recipient covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement by September 30, 2020. The recipient warrants, represents, and agrees that it will comply: (1) with any special conditions set forth in the guidelines and (2) with the attached Assurances, Terms, and Conditions which is incorporated herein by reference. Rebates will not be made until after July 1, 2020, unless funding authority is available.			
Offer The State of South Dakota hereby offers a rebate to Huron School District in an amount up to <u>0.25</u> of all approved costs incurred up to and not exceeding \$24,492.50 for the support of the approved project as described above. Such rebate may be terminated by DENR without further cause if the recipient fails to provide timely affirmation of the agreement by signing under the Acceptance section and returning this page of the signed agreement to the email or mailing address listed below by February 14, 2020.			
Signature of Award Official		Typed Name and Title Hunter Roberts, Secretary	Date
Please check if you are Accepting or Declining this Rebate Agreement			
<p>_____ Accepting In accepting this agreement and any rebate made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any rebates found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.</p> <p>_____ Declining In declining this agreement, the undersigned represents that he/she is duly authorized to act on behalf of the recipient. To the best of my knowledge and belief, data in this agreement are true and correct.</p>			
Signature of Designated Official		Typed Name and Title	Date

Submit this page of signed agreement to project manager at:

Barb.regynski@state.sd.us or
 Bus Rebate Program
 Barb Regynski
 SD DENR – AQ Program
 523 E Capitol
 Pierre, SD 57501

Assurances, Terms, and Conditions

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The eligibility criteria for **new replacement** buses are as follows:

- **Recipient should receive the new bus by August 31, 2020.**
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REPLACEMENT BUS REQUIREMENTS

- Purchase of new buses may not occur prior to both parties signing the agreement. Submit a copy of the purchase order to DENR when the bus has been ordered. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the grant recipient. A cost may not be considered incurred until the replacement bus has been received and accepted by the recipient.
- Program funds must only be used to purchase a new bus that is equipped with essential or standard equipment.
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By September 30, 2020, the end date of this agreement, the grantee shall submit all claims for rebates due and payable under this agreement.

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- A. Substantial Federal Involvement for Cooperative Agreements - EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the recipient's project by EPA, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.
- B. Emissions Control Technologies - Emissions Reduction Projects funded by the recipient pursuant to this assistance agreement must use verified technologies and/or must use engines and engine configurations certified by EPA and, if applicable, CARB. Technologies are verified under EPA or California's Retrofit Technology Verification Programs.
- C. Quarterly Reporting and Environmental Results - Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made achieving the work plan objectives, including milestones and anticipated outputs and outcomes. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. A template for the quarterly report is available at: <https://www.epa.gov/cleandiesel/clean-diesel-state-allocations#report>. Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day.
 - April 1 – June 30 Reporting Period: report due date July 30
 - July 1 – September 30 Reporting Period: report due date October 30
 - October 1 – December 31 Reporting Period: report due date January 30
 - January 1 – March 31 Reporting Period: report due date April 30If a project start date falls within a defined Reporting Period the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement. VW semi-annual reports are due January 30 and July 30.
- D. Final Report - The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project. To the extent possible,

final emission benefit calculations should be based on the actual number and type of technologies, vehicles, equipment and engines implemented under the award and actual vehicle miles traveled, idling and/or operating hours, and fuel use. If actual vehicle miles traveled, idling and/or operating hours, and fuel use are not available, the final report will include a detailed explanation of how these values are derived, as well as any assumptions or default values used, for the purposes of emissions benefit calculations. The final report will also detail the methodologies used for the emission benefit calculation.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage (see E.6.c.iv below).

For projects that take place in an area affected by, or includes vehicles, engines or equipment affected by federal law mandating emissions reductions, the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate.

The final report shall be submitted to the EPA Project Officer within 90 days after the project period end date or termination of the assistance agreement. A template for the final report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations.

E. Use of Funds Restriction -

1. Federal Matching Funds: Recipient agrees that funds under this award cannot be used for matching funds for other federal grants unless expressly authorized by statute. Likewise, recipient may not use federal funds as cost-share funds for the Clean Diesel Funding Assistance Program, including funds received under EPA's State Clean Diesel Grant Program and federal Supplemental Environmental Project (SEP) funds.
2. Expense Cap: Recipient agrees that no more than 15 percent of the recipient's total project costs may be used to cover personnel, fringe benefits, and travel. Total project costs include the federal share as well as any cost-share provided by the state.
3. Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
4. Fueling Infrastructure: Recipient agrees that funds under this award cannot be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other cleaner fuels.
5. Mandated Measures: Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
6. Fleet Expansion: Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement

projects are eligible for funding on the condition that the following criteria are satisfied:

- a. The vehicle, equipment and/or engine being replaced must be fully operational and in current, regular service.
- b. The replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.
- c. The replacement vehicle, engine, or equipment will be of similar type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced.

Highway : The replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7, or 8). The engine's primary intended service class must match the replacement vehicle's weight class (i.e. a LHD diesel engine is used in a vehicle with GVWR 16,001 – 19,500 pounds, a MHD diesel engine is used in a vehicle with a GVWR of 19,501 – 33,000 pounds, and an HHD diesel engine is used in a vehicle with a GVWR greater than 33,000 pounds.) Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine's intended service class and any exceptions will require written approval by the EPA Project Officer prior to purchase.

- i. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
- ii. Cutting a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method.
- iii. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles.
- iv. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes a signed certificate of destruction (to be provided by the EPA Project Officer) or alternative documentation as approved by the EPA Project Officer, and colored digital photos of the engine tag (showing serial number, engine family number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.

Scrapped engines and equipment and vehicle components may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply.

7. Auxiliary Power Units: Recipient agrees that funds under this award cannot be used for the purchase of APUs or generators for vehicles with engine model year 2007 or newer.
8. Highway Model Year: Recipient agrees that funds under this award cannot be used to retrofit (including idle reduction technologies and aerodynamics and tires), convert, or replace a transit bus, medium-duty, or heavy-duty highway vehicle with engine model year 1995 and older or 2010 and newer,

or to retrofit engine model year 2007 and newer with DOCs or DPFs, or retrofit engine model year 2010 and newer with SCR, or replace engine model year 2010 or newer with other than zero tailpipe emission or low NOx.

9. Clean Alternative Fuel Conversion: Funds under this award cannot be used to purchase certified/approved conversion systems that do not meet the following criteria:
 - a. Existing engine model 1996-2006: Conversion kit must be certified or approved to achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standard of the original engine.
 - b. Existing engine model 2007 and newer: Conversion kit must be certified or approved to achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.
- F. Employee and/or Contractor Selection - EPA will not help select employees or contractors hired by the recipient.
- G. Program Income - Program income as defined at 2 CFR §200.80 means gross income received by the grantee or subrecipient that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under DERA grants, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or subrecipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award.

Program income earned during the project period shall be retained by the recipient and, in accordance with 2 CFR §200.307 recipient is authorized to use program income to meet the cost-sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The amount of the Federal award remains the same. The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income. The recipient must provide as part of its final performance report, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the final Federal Financial Report, Standard Form 425.

- H. Equipment Use, Management, and Disposition - These equipment use, management, and disposition instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired a Federal award by the state in accordance with state laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 2 CFR §200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified

technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

- I. Procurement Procedures - The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions.
- J. Final Workplan and Modifications - Recipient agrees to carry out the project in accordance with the final approved workplan. Modifications to the approved workplan, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary.
- K. Public Notification - Not later than 60 days after the date of the award of a subaward, rebate, or loan by a State, the State shall publish on the website of the State:
 - 1. For subawards, rebates, and loans provided to the owner of a diesel vehicle or fleet, the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded through the subawards, rebates, or loans; and
 - 2. For other subawards, rebates, and loans, a description of each application for which the subaward, rebate, or loan is provided.
- L. State Grant Cybersecurity
 - 1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - 2. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated

Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

3. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in 2. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
- M. Leveraging - The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution that is described in its final approved workplan. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its final approved workplan. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.
- N. Voluntary Cost-Share - If a state provides a voluntary match equal to the base allocation offered by EPA, EPA will provide a matching incentive equal to 50 percent of the base allocation. The voluntary match may be satisfied by allowable costs incurred by the state (i.e. in-kind contributions), or by cash donations of state funds or private funds. State voluntary matching funds included in the approved project budget are subject to the same terms and conditions and funding limits as the awarded DERA funds. A recipient is legally obligated to expend any voluntary match included in the approved project budget within the project period of that award.

Any voluntary matching funds provided by the state to qualify for the matching incentive count towards the "EPA funds and state voluntary matching funds". Mandatory cost share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

Volkswagen Environmental Mitigation Trust Funds may be used (via the DERA Option) as voluntary matching funds, but cannot be used to fund any mandatory

cost-share. This award and the resulting federal funding of \$473,499 is based on estimated costs requested in the recipient's final approved workplan. Included in these costs is a voluntary cost-share contribution of \$315,666 by the recipient in the form of a voluntary cost-share that the recipient included in its final approved workplan. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded. If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its final approved workplan, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.