

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
Monday, January 24, 2022
5:30 p.m.

The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. In the days following the meeting, the meeting can also be viewed on the local cable TV public access channel 6.

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

January 24	HHS Registration Open House – 5:30 – 8:30 p.m.
January 28	Earliest Date to Begin Circulating or File Nomination Petitions for School Board Election
February 2	Early Release
February 14	Board of Education Meeting – 5:30 p.m. – IPC
February 21	President's Day – No School
February 25	5:00 p.m. – Deadline for Filing Nominating Petitions for School Board Election
February 28	Board of Education Meeting – 5:30 p.m. – IPC
April 12	School Board Election
6. **Community Input on Items Not on the Agenda**
 - o Policy BFB – Public Participation at Board Meetings
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) Travis Peterson/Assistant Mechanic-Transportation Dept/\$17.26 per hour
 - 2) Dixie Faughn II/Substitute Teacher-\$120 per day/Substitute Para-Educator-\$17.87 per hour
 - 3) Anna Kruse /Substitute Teacher-\$120 per day/Substitute Para-Educator-\$17.87 per hour
 - 4) Kristie Barber/SPED Para-Educator-Buchanan K/1 Center/\$18.53 per hour
 - 5) Chelsey Timm/TAP Site Greeter & TAP Classroom Leader/\$18.11 per hour
 - 6) Tanya Leiferman/TAP Site Greeter & TAP Classroom Leader/\$18.11 per hour

b) Contracts for Board Approval

- 1) Rita Cook/7th Class Taught-2nd Semester/\$52,875 per year
- 2) Karissa Schroder/Teacher-HMS/\$22,945 (Contract is prorated to reflect a 1/12/2022 start date)
- 3) Tisha Harvey/School Nurse/\$51,164 per year (2022-2023 SY)

c) Resignations for Board Approval

- 1) Travis Peterson/SPED Para-Educator-Madison
- 2) Dixie Faughn II/SPED Para-Educator-Buchanan

d) Consideration and Approval of Bills

e) Advertising Agreement Renewal – Huron Arena:

Ellwein Brothers Distributing
Midcontinent Communications

Tiger Stadium:

Northwestern Energy

f) Permission to Operate ESL Summer School at the Middle School from June 6 – June 23. Summer school will be held Monday – Thursday, for a total of 12 days.

g) Intent to Apply for Grant Funding

Group Applying

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

Huron Destination Imagination Program

Callee Bauman Wachter
 Huron Youth Leadership Grant
 HYLC
 \$500.00
 DI is a creative problem-solving program open to all K-12 students in the HSD. Teams solve challenges in Science, Tech, Engineering, Arts, Math (STEAM) or a Project-Based Community Outreach Challenge

h) Request Pricing to Sell Cookie Dough Cupcakes at Concessions

i) Intent to Apply for Grant Funding

Group Applying

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

Competitive Cheer

Megan Smith
 American Bank & Trust ~ Spirit Card Funds
 American Bank & Trust
 \$810.00
 Cover ½ Tuition for Stunt Clinic for 18 Athletes

j) Intent to Apply for Grant Funding

Group Applying

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

Huron Middle School

Tammy Barnes
 Spirit Card
 American Bank & Trust
 \$2,053.00
 Publishing a book for each 7th grade writing student for 2022-23 school year

(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:**



THANK YOU TO:

- Carlson's, Casey's, & Taco John's for donating coupons to Buchanan for reaching reading goals
- Michelle Brandenburg, First Congregational Church, and Riverview United Methodist Church for the generous donation of gloves and hats for students at Buchanan
- Sarah May-Trowbridge and the community for their donation of various snacks, clothing, & baby wipes to Buchanan
- American Family Insurance group for their donation of school supplies to Buchanan
- Hope Lutheran Church, First Presbyterian Church, First Congregational Church, and Riverview United Methodist Church for their donation of hats, gloves, scarves, shirts, and pants to the Madison 2/3 Center
- Kristal Volquardsen – American Family Insurance for the donation of school supplies to Madison Elementary

10. **REPORTS TO THE BOARD**

- a) Classified Employee of the Month – Presented by Kathie Bostrom
Nikki Steilen, Bus Driver – Transportation Department, has been selected as Classified Employee of the Month for January 2022. Nomination comments are included in this packet. Congratulations Nikki!
- b) Good News Report ~ Special Services SLC Teachers ~ Caiti Ziegenbein, Brittini Strand, & Megan Hein
- c) LAN Report – Tim Van Berkum
- d) Superintendent's Report

11. **OLD BUSINESS**

- a) Draft Calendar 2022-2023 - Calendar Committee Recommendation
- b) Policy ICA – School Calendar
- c) Section D: Fiscal Management Policies – Current & Proposed Policies / Anticipated Timeline / Change Log
1st Reading:
Policy DA – General Fund Balance
Policy DB – Budget Hearings and Reviews
Policy DC – Accountability for Funds/Transfer of Surplus
Policy DD-N – Free Admissions to District Activities
Policy DF – Fiscal Accounting and Reporting
Policy DFG – Insufficient Funds & No Account Checks
Policy DGD – Credit Card and Purchase Card Use
Policy DH – Purchasing Authority
Policy DI – Contracts
Policy DIB – Types of Funds
Policy DIBGA – Custodial Funds
Policy DIE – Audits
Policy DJ – Petty Cash Accounts
Policy DJBA – Incidental Accounts
Policy DL – Purchasing Procedures
Policy DM – Payment Procedures

Policy DMA-N – Payment Procedures for Certified Employees

Policy DN-N – Payday Schedules

Policy DO – Expense Reimbursements (Lodging, Mileage, and Meals)

Policy DP – Cash in School Buildings

d) **Softball Vote**

e) **Portrait of a Graduate – 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 DERA253 and DERA255.

b) **Branding Guide – Proposed Changes & Additions – Introduction**

13. EXECUTIVE SESSION

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

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

14. ADJOURNMENT

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

Rita Cook

January 7, 2022

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 **\$ 52875** 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 **8/16/2021** 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
Hired 2016-2017 W/BA and 7 years of teaching experience. The above salary includes \$4,068 which is compensation for a 7th class taught 2nd semester only during the 2021-22 school year & includes one hour of prep time daily outside of the current 8 hr day.

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, JANUARY 14, 2022

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

ATTEST:

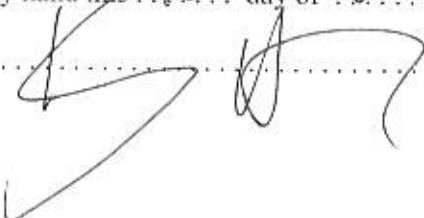
.....
Business Manager of the School District

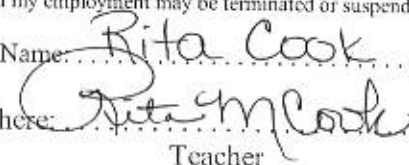
By
Chairman of School District Board

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 13th day of January, 2022

Witness: 

Print Name: Rita Cook
Sign here: 
Teacher

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

Karissa Schroder

January 13, 2022

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 \$ **22945** 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 **1/12/2022** 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 2021-2022-2nd Semester w/BS and 0 years of teaching experience. Rcvd Sub Pay pending certification. Contract prorated to reflect 1/12/22 start date. Starting salary (\$47,332) decreased by \$24,387 (93 missed days x \$262.23 daily rate).

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days. You will work these days in the fall of 2022. 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 19, 2022*****

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 14th day of Jan, 2022

Witness: Melody Wirth

Print Name: Karissa Schroder

Sign here: Karissa Schroder
Teacher

PROFESSIONAL SERVICE CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Tisha Harvey

January 18, 2022

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **School Nurse** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$ 51164** 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 8/8/2022 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 service 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. Professional Service providers 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 Professional Service provider and the Board of Education.

BS/RN
Hired 2022-2023 W/BS/RN and 20 years of nursing experience;

Agreeing to this contract includes the following: Professional Service Providers new to the District are expected to work an additional 5 days beginning August 8. During this time, the new employee 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 TUESDAY, JANUARY 25, 2022*****

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 20th day of January 2022

Witness: Dolly Wendele

Print Name: Tisha Harvey

Sign here: Tisha Harvey
Professional Service Provider

Venables, Dolly

From: Bostrom, Kathie
Sent: Thursday, January 13, 2022 8:50 AM
To: Rozell, Heather; Schilling, Ralyna; Venables, Dolly; Neuharth, Ashley (Huron); Christopherson, Kelly
Subject: FW: Resignation letter

From: Peterson, Travis <Travis.Peterson@k12.sd.us>
Sent: Wednesday, January 12, 2022 4:39 PM
To: Bostrom, Kathie <Kathie.Bostrom@k12.sd.us>
Subject: Resignation letter

To whom it may concern,

I am writing to inform you that I am resigning from my position as a paraprofessional at Madison elementary school. I am resigning to accept a position at the Huron School District Transportation Department. I want to thank you for the opportunity to work, learn, and grow at Madison.

Sincerely,
Travis Peterson

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<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>	1			
Checking	1	Fund: 10 GENERAL FUND		
HURON CHAMBER & VISITORS BUREAU		DUES & FEES	400.00	
MAINSTAY SUITES		TRAVEL	1,704.00	
NORTHWESTERN ENERGY		UTILITIES	3,184.72	
SD DEPART OF LABOR & REGULATION		REEMPLOYMENT	2,601.00	
SCM COMMUNICATIONS		COMMUNICATIONS	922.32	
WASTE MANAGEMENT CORPORATE SVCS		SERVICES	311.57	
		Fund Total:		9,123.61
Checking	1	Fund: 21 CAPITAL OUTLAY FUND		
KYBURZ-CARLSON CONSTRUCTION		PROV SVC	7,314.82	
OFFICE PEEPS		SUPPLIES	3,487.50	
		Fund Total:		10,802.32
		Checking Account Total:		19,925.93
<u>Checking</u>	4			
Checking	4	Fund: 51 SCHOOL NUTRITION FUND		
COBORNS		FOOD	23.94	
COCA COLA OF CENTRAL SD		FOOD	263.11	
COLE PAPERS, INC.		PAPER/DISH/CLEANING	917.47	
CWD-ABERDEEN		SUPPLIES	356.79	
GENERAL PARTS, INC.		REPAIR/MAINTENANCE	424.94	
HORD ALIGNMENT & SERVICE		VEHICLE	241.12	
HURON SCHOOL ACTIVITY ACCOUNT		SUPPLIES	130.45	
K & M PLUMBING & HEATING LLC		REPAIR	132.39	
REINHART INSTITUTIONAL FOODS		SUPPLIES	32,084.38	
SONGER, TREANA		REFUND	92.00	
		Fund Total:		34,666.60
		Checking Account Total:		34,666.60

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 11 day of January, 2022, 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, 2022, and ending on December 31, 2022.
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 2022: For services rendered January 1, 2022 to December 31, 2022.

Payment #1: \$ 2,000 Payment due on or before 1-12-2022 pd

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 1-11-2022

Address: Box 136

City, State, Zip: Huron, SD 57354

Phone: 605-352-2620

Fax: 605-352-7603

Email Address: norma@ellweinbrothers.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 12 day of January, 2021, by and among MIDCONTINENT COMMUNICATIONS ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated January 28, 2005 (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, 2022, and ending on December 31, 2022.
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 JKC

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.

Payment #1: \$2,000 Payment due on or before February 1, 2022

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: MIDCONTINENT COMMUNICATIONS

By: Midcontinent Communications Investor, LLC
Its Managing Partner

Rhonda Erickson

[authorized signature only]

Rhonda Erickson

[print or type name clearly]

Title Senior Community Relations Manager

Dated 1/11/2022

Address: 3901 N. Louise Ave

City, State, Zip: Siox Hills, SD 57107

Phone: 605-940-7843

Fax: _____

Email Address: rhonda.erickson@midco.com

OWNER: Huron School District 2-2

By _____

Huron School District

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 11 day of January, 2021, by and among NORTHWESTERN ENERGY ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Tiger Stadium dated May 13, 2010 (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 August 1, 2021, and ending on July 31, 2022.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$3,500 (three thousand five hundred dollars) per year, 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 2021-2022: For services rendered August 1, 2021 to July 31, 2022.

Please select a renewal option:

KE
Renewing Tiger Stadium for 2021-2022 for \$3,500 per year

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

ADVERTISER: NORTHWESTERN ENERGY

By *Rick Edwards*
- [authorized signature only]

Rick Edwards
[print or type name clearly]

Title Director - Community Connections

Dated 1/11/2022

Address: _____

City, State, Zip: _____

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this ____ day of May, 2010, by and among NORTHWESTERN ENERGY ("Advertiser"), DAKTRONICS, INC. ("Daktronics") and HURON SCHOOL DISTRICT ("Customer").

WHEREAS, Daktronics has entered or will enter into an agreement with Customer (the "Customer Agreement") pursuant to which (a) Daktronics shall install or has installed certain video display, scoreboard, electronic message center equipment and/or other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sell on behalf of the Customer the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Daktronics has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Customer in accordance with Attachment A at all events to be held within, around and/or at the Facility; provided, however, that Advertiser understands that certain events held in the Facility, such as, but not limited to, Commencement activities, may not allow advertising to be present.

2. Fabrication of Panel(s). Daktronics shall fabricate the initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall reasonably cooperate with Daktronics in connection with any such fabrication and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto. Advertising copy layout approval is required by Advertiser, Daktronics, and Customer (if required). The initial ad copy layout and up to two (2) revisions per ad copy layout will be provided at no cost. If additional revisions are requested by Advertiser, revisions will be billed at \$130.00 per hour.

3. Custom Programming; and/or Conversion of Video Content. Daktronics shall create the following *initial* custom programming and/or conversion of video content:

For the Football Display

- Static Sponsor Logo Treatment

Daktronics shall create all custom programming delineated above within thirty (30) days of Advertiser's submission of suitable storyboard concepts including necessary camera-ready or proper electronic format artwork as reasonably approved by Daktronics.

Advertiser is solely responsible for submission of all logos and associated artwork. Daktronics shall convert into a format displayable upon the Equipment the video content, as delineated above within thirty (30) days of Advertiser's delivery to Daktronics of properly formatted broadcast quality video content and/or logos, as reasonably approved by Daktronics.

Advertiser shall reasonably cooperate with Daktronics in connection with any such custom programming or conversion and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto.

4. **Term.** This Agreement and the grant of Advertising hereunder shall be for an initial term of one (1) year beginning on August 1, 2010 or the date the Equipment and other components are installed, operational and accepted by Customer (the "Commencement Date") and ending on the first anniversary of the Commencement Date (the "term"); provided that the term of this Agreement shall automatically renew for up to four (4) additional successive one (1) year terms, unless any party provides written notice of non-renewal at least ninety days prior to the expiration of any Agreement Year. Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year".

5. **Advertising Fees.** In consideration for the Advertising, fabrication of panels, if any, other on-premise signage, if any, and custom programming or conversion, if any, Advertiser shall pay the sum of Three Thousand Five Hundred Dollars Net (\$3,500 net) (the "Advertising Fees") per Agreement Year, payable per Attachment B (Payment Schedule). The payments shall be directed to Daktronics at the address specified below Daktronics' name on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.

6. **Casualty; Impairment; Extension.** In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 5.

7. **Nonpayment.** In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Daktronics shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity. The Customer agrees to cooperate with Daktronics in enforcing any payment terms under this Agreement and to take whatever action is reasonably necessary to enforce the payment terms hereunder.

8. **Limitation of Liability.** The entire liability of Customer and Daktronics to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Customer or Daktronics knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Daktronics from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the negligence or fault of the Customer or the Customer's agents or employees with respect to its operation of the Equipment or otherwise, or (ii) any early termination of this Agreement by the Customer other than as a result of the negligent act or material breach of Daktronics.

9. **No Warranties.** EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, CUSTOMER AND DAKTRONICS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Daktronics and the Customer. Daktronics may assign its right to payments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall provide written notice thereof to Customer and Advertiser. Customer and Advertiser shall promptly execute such documentation as an assignee of Daktronics may reasonably require stating (i) they will send copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to withhold, delay or condition the payment of their obligations under this Agreement based upon any claims they may have against Daktronics; (iii) they represent that this Agreement is in full force and effect, and is enforceable against such parties in accordance with its terms; and (iv) with respect to the Customer, its obligations under the Agreement are not subject to periodic budget appropriations.

11. Marketing Materials. The Advertiser acknowledges and agrees that Daktronics may, and hereby authorizes Daktronics to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.

12. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NCAA, interscholastic governing bodies or the Customer's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, Customer nor Daktronics are partners or joint venturers with the other or others.

13. Non-Disclosure. Advertiser and Customer acknowledge and agree that this Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no circumstances be disclosed to any third party, either in its entirety or in parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order. Specifically, but not by way of limitation, neither Advertiser nor Customer may disclose to any third party any portion of the financial terms of this Agreement. In the event of any unauthorized disclosure, the disclosing party shall be liable to Daktronics for all losses, damages, and costs occasioned thereby. In addition, Daktronics shall be entitled to enforce its rights hereunder by way of injunction, restraining order, or other relief to enjoin any breach or default under this non-disclosure clause.

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

ADVERTISER: NORTHWESTERN ENERGY

By Pamela A. Bonrud
[authorized signature only]

Pamela A. BONRUD
[print or type name clearly]

Title Director - Government + Regulatory Affairs
Dated 5/13/10

Contact Information
Rick Hoffman
600 Market Street Southwest
Huron, SD 57350
Phone: 605-353-7527
Cell: 605-354-41410
Fax: -----
- Rick.hoffman@northwestern.com

CUSTOMER: HURON SCHOOL DISTRICT

By -----
[authorized signature only]

(print or type name clearly)

Title -----
----- Dated -----

Contact Information
Name: -----
- Address: -----
--- City, State, Zip: -----
Phone: -----
Fax: -----
- Email Address: -----

DAKTRONICS:

By -----
Authorized Signature and Title

Dated -----

Contact Information
331 Thirty-Second Avenue, PO Box 5128, Brookings, SD 57006-5128
Daktronics Sports Marketing, A Division of Daktronics, Inc.
Attn: DSM Business Manager

Phone: (800) 325-8766 Fax: (605) 697-4700
ADAGREE2010

ATTACHMENT A
ADVERTISING SPECIFICATIONS

TIGER STADIUM- FOOTBALL EVENTS

SCOREBOARD SIGNAGE

- One (1) top level non backlit sponsor application on main scoring display-approx. 3'6" h x 6'3" w
 - Location to be on the far right Anchor position.

MESSAGE DISPLAY CONTENT

- One (1) :15 PRE-GAME static advertising exposure with corresponding PA announcement per regular season home varsity football game (two sentence max)
- One (1) :15 IN-GAME static advertising exposure with corresponding PA announcement per regular season home varsity football game (two sentence max)
- Rotating POST-GAME static advertising exposures. Logo/text will rotate with other sponsors, school information, and game prompts.
- One (1) in-game message feature/entitlement per regular home varsity football game to be determined between HHS, DSM and Advertiser
 - STARTING LINEUP

MULTIMEDIA

- One (1) Official Football Game Day Sponsorship per season. Game is to be determined between the school, the advertiser, and DSM before the season.
 - For the 2010-11 Football season-Game Day Sponsorship will be held on the Homecoming game.
 - The remaining game day sponsorship dates will be determined on a first come first serve bases along with the other advertisers each year.
- Includes:
- Pregame and Halftime PA mention as the game's official Game Sponsor.
 - Opportunity for promotional giveaways and contesting.
 - On field recognition at halftime of designated home game.

TIGER STADIUM -TRACK EVENTS

MESSAGE DISPLAY CONTENT

- PRE-IN-POST-EVENT static rotating advertising exposures per regular season home track events. Logo/text will rotate with other sponsors, school information, and game prompts.

MULTI MEDIA

- Two (2) event passes which includes admission to all Huron High School athletic events (excludes post season events)
- Opportunity for promotional giveaways or onsite opportunities.

ATTACHMENT B
PAYMENT SCHEDULE

Agreement year 1: For services rendered August 1, 2010 to July 31, 2011
Payment 1: \$3,500 Payment due on or before August 1, 2010

Optional Agreement year 2: For services rendered August 1, 2011 to July 31, 2012
Payment 1: \$3,500 Payment due on or before August 1, 2011

Optional Agreement year 3: For services rendered August 1, 2012 to July 31, 2013
Payment 1: \$3,500 Payment due on or before August 1, 2012

Optional Agreement year 4: For services rendered August 1, 2013 to July 31, 2014
Payment 1: \$3,500 Payment due on or before August 1, 2013

Optional Agreement year 5: For services rendered August 1, 2014 to July 31, 2015
Payment 1: \$3,500 Payment due on or before August 1, 2014

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE

ADVERTISER INITIALS: _____

Authorization Agreement for Preauthorized Direct Payments (ACH)

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TAX ID OR SS#: _____

AUTHORIZED CONTACT NAME: _____ TITLE: _____

Note: The person signing this document must also be on the bank signature card of the reference bank

PHONENUMBER: _____

PLEASE REFERENCE DAKTRONICS CUSTOMER #, QUOTE#, INVOICE#, or ORDER#: _____

BANK NAME (The "Depository"): _____

BANK ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TYPE OF ACCOUNT: CHECKING SAVINGS OTHER

TRANSIT ABA OR BANK ROUTING NO.: _____

ACCOUNT NO.: _____

DOLLAR AMOUNT: \$ _____

ONE-TIME TRANSACTION DEBIT DATE: _____

RECURRING TRANSACTION: DEBIT DATE: MONTH: _____ DAY: _____ PER YEAR FOR _____ YEARS

_____, ("Purchaser") authorizes Daktronics, Inc. ("Company") to initiate the debit entries from the Depositor's account identified above, and authorizes the depository named above (the "Depository") to such debit entries from such account.

_____ This authorization is for the above dated transaction only. (One-Time Transaction)

_____ This authorization shall remain in full force and effective until the Purchaser sends written notification of the Purchaser's change and/or termination of this Authorization and for so long thereafter as is necessary to afford the Company and the Purchaser a reasonable opportunity to act on such change or termination. (Recurring Transaction)

Type or Print Name Clearly

Authorized Signature

Date

Note: The person signing this document must also be on the bank signature card of the reference bank

PLEASE COMPLETE THE ENTIRE FORM AND FAX TO (805) 697-4700 FOR PROCESSING



Linda J Pietz
 Director of Curriculum,
 Instruction & Assessment
 Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

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: 01/05/2022 Contact Person: Callee Bauman Wachter

Group Applying: Huron Destination Imagination Program

Name of Grant/Award: Huron Youth Leadership Grant

Name of Funder: HYLC Contact Person: Heidi Halferty

Amount to be Requested: \$500.00 Funder's Submission Due Date: Approximately February 1, 2022

Destination Imagination is a creative problem-solving program open to all K-12 students in the Huron School District. Teams solve challenges

Project Focus: in STEAM (Science, Technology, Engineering, Arts, Math or a Project-Based Community Outreach Challenge. (idodi.org)

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: *Kraig Mehl* 1-17-2022
 Building/Department Administrator Date

Signature: *Linda J Pietz* 1-14-2022
 Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: *Kelly Christopherson* 1-14-2022
 Kelly Christopherson, Business Manager Date

Presented to School Board: _____



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

To: Board of Education

Dr. Steinhoff

Mr. Christopherson

From: Amanda Reilly


Date: January 18, 2022

RE: Concession Pricing for Cookie Dough Cupcakes

I am requesting pricing to sell Cookie Dough Cupcakes at our concessions. I would like to begin soon with your approval.

I propose serving Cookie Dough Cupcakes for \$2.25 a piece at the Arena, Stadium, Middle School and TAC concessions stands.

Thank you for your consideration.





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: 1-18-22 Contact Person: Megan Smith

Group Applying: Competitive Cheer

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

Name of Funder: ABT Contact Person Whitney McDonald

Amount to be Requested: \$810 Funder's Submission Due Date: _____

Project Focus: Cover tuition for stunt clinic for 18 athletes

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] 1-19-22
Building/Department Administrator Date

Signature: [Signature] 1-19-22
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-20-22
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



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: 1-19-22 Contact Person: Tammy Barnes

Group Applying: Huron Middle School

Name of Grant/Award: Spirit Card

Name of Funder: American Bank + Trust Contact Person Whitney McDonald

Amount to be Requested: 2053.00 Funder's Submission Due Date: February 11, 2022

Project Focus: Publishing a book for each 7th grade writing student for 2022-23
School year.

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: Laura Wille 1/19/22
Building/Department Administrator Date

Signature: Linda J Pietz 1/20/22
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 1-20-2022
Kelly Christopherson, Business Manager Date

Presented to School Board: _____

Classified Employee of the Month

Name	<u>Nikki Steilen</u>
Position	<u>Bus Driver</u>
Date	<u>January 18, 2022</u>

I am proud to assign Nikki Steilen as the Transportation Department's nominee for Classified Employee of the Month. Nikki started with us October 10, 2018 as the driver for route # 15. She continues to drive that route and she fills the time in between runs by working for the school Food Service Department.

Nikki was recruited by another bus driver and let me tell you, that other driver made Nikki out to be someone very special, not only as a person, but also as an employee. So, she had big expectations to fill in a career that she had no prior experience in. Nikki has fulfilled those expectations and gone above and beyond that since the day she stepped foot in my office.

There isn't anything that Nikki will not do to help out our department. No questions asked and NEVER an excuse given whenever I have asked her to do any type of extra duty. She is my go to person when I need a substitute driver for either the after school bus for Washington or the Middle School. Since I have started having Nikki fill in for these after school runs she has taken it upon herself to keep track of the times that the regular drivers are gone for these runs and makes sure that I have them covered. This is extremely beneficial to me because there are times that without Nikki I may have overlooked the fact that I needed a substitute to cover for this. Nikki has also stepped in to help out as a substitute Admin. Assistant while the switching of the guard from Cindy to Ann was taking place. She was a huge help getting the bus fleet ready for the start of this school year when she willingly agreed to help deep clean the buses this last summer. And believe me it was not a pretty job with no air conditioning during those hot days and the filth that accumulated in the buses due to spraying each bus twice a day with disinfectant.

However, with all of that said, I think that by far the greatest beneficiaries of having Nikki as a bus driver are the students that she transports. She truly gets that the ride on the bus is the start to her students' school day and a continuation of their education at the end of the day. She often times will quiz the students on many different subjects with a question of the day. Many students have given her their art work and Nikki treats each one of these gifts as a special gift from each student and displays them on her bus for all to see. It's these small things that make Nikki a positive influence, a source of love, and her bus a place of safety for her students.

Kathie Bostrom
Director of Transportation



Huron School District Academic Calendar 2022-2023 School Year

(PTC / OH / ER subject to change)

School Board Approved 00/00/2022

AUGUST 2022 (10)						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	+8++	+9	+10	+11	△12/flx	13
14	△15△△	△16	△17	⊖18✓	19✓	20
21	22✓	23✓	24×	25	26	27
28	29	30	+31			

† New teach wkdays ++New teach lunch/sub in-service △Teach In-serve △△ All Staff In-service 9:30-12:15 † Early Release
⊖ Aug 18 - 1st Day of School ✓ Kindergarten Screen × Aug 24 - Kindergarten 1st Day

SEPTEMBER 2022 (19=29)						
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	

♦ State Fair (No School) Sep 1 thru 5.
(Sept ?? Homecoming Parade) † Early Release

OCTOBER 2022 (20=49)						
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

NOVEMBER 2022 (18=67)						
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 ♦ Holiday Break

DECEMBER 2022 (16=83)						
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 ♦ Holiday Break

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (83 days)

End of 2nd Semester - (91 days)

JANUARY 2023 (19=102)						
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				

♦ New Year's Day Holiday † Early Release ♦ Martin Luther King Holiday
× High School Registration Open House 5:30 - 8:30

FEBRUARY 2023 (18=120)						
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 ♦ Vacation

MARCH 2023 (21=141)						
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 ♦ Spring Break

APRIL 2023 (18=159)						
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 ♦ Vacation

MAY 2023 (15=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			

⊖ Last day of classes □ Teacher Checkout ♦ Memorial Day † Early Release
⊖ Baccalaureate

♦♦ Graduation

Staff Development) Early Release Days

Aug 31 Sep (Homecoming) Oct 5 Nov 2 Dec 7

Jan 11 Feb 1 Mar 1 Apr 5 May 3

(Sep ??, May 19 also Early Release)

MAKE-UP DAYS FOR SNOW

May 22, 23, 24, 25, 26, 30

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 Registration Night)

GRADUATION Sunday, May 21, 2023 2:00 p.m., Huron Arena

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



Huron School District #2-2

Policies and Regulations

Code:
ICA – School Calendar

School Calendar

Prior to establishing a school calendar for the coming year, the superintendent will convene a committee, which shall include administrators and representatives from the teacher's association. The committee may also include representatives from other employee groups and parents, and will be convened no later than March 15. After consideration of possible variations of the calendar, the committee will propose a calendar to be considered by the school board. The committee will forward calendar recommendations to the board regarding dates for the starting and closing of the school year, in-services, teacher checkout days, vacations, parent-teacher conferences, etc.

In the event that changes in the calendar may be necessary (e.g., days missed because of weather-related closings, etc.), the superintendent will consult with committee members to determine how the days will be made up.

The standard school year will consist of 180.5 contract days. For the purpose of per diem salary computations, the school calendar will include days school is in session, total teacher workshop days, plus days on extended contract (if applicable).

Final authority regarding the calendar, including make-up days, rests with the school board.

SECTION D: FISCAL MANAGEMENT

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Section D of the EPS/NSBA policy classification system provides a repository for statements concerning district fiscal affairs and the management of district funds. Statements relating to the financing of school construction; however, are filed in the F (Facilities Development) section.
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<u>DA</u>	<u>General Fund Balance</u>
<u>DB</u>	<u>Budget Hearings and Reviews</u>
<u>DC</u>	<u>Accountability for Funds/Transfer of Surplus</u>
<u>DD-N</u>	<u>Free Admissions to District Activities</u>
<u>DE</u>	<u>Credit Card and Purchase Card Use</u>
<u>DF</u>	<u>Fiscal Accounting and Reporting</u>
<u>DFA</u>	<u>Fiscal Accounting and Reporting/Types of Funds</u>
<u>DG</u>	<u>Audits</u>
<u>DH</u>	<u>Purchasing Authority</u>
<u>DI</u>	<u>Contracts</u>
<u>DJ</u>	<u>Petty Cash Accounts</u>
<u>DK</u>	<u>Incidental Accounts</u>
<u>DL</u>	<u>Purchasing Procedures</u>
<u>DM</u>	<u>Payment Procedures</u>
<u>DMA-N</u>	<u>Payment Procedures for Certified Employees</u>
<u>DN-N</u>	<u>Payday Schedules</u>
<u>DO</u>	<u>Expense Reimbursements (Lodging, Mileage, and Meals)</u>
<u>DP</u>	<u>Cash in School Buildings</u>

General Fund Balance

The School Board is committed to operating the district in a fiscally responsible manner while balancing student needs and the district's financial obligations.

To ensure the district has the resources necessary to meet ongoing and routine financial commitments, the district shall maintain a general fund balance at a level sufficient enough to cover the cash-flow needs of the district. The district may also hold in reserve a portion of the district's general fund that may be necessary to address long-term district financial plans or unanticipated emergency expenditures.

At least once per school year, the superintendent or business manager shall provide the board with recommendations regarding the management of the district's general fund balance, including financial information detailing the district's cash-flow and reserve needs.

Budget Hearings and Review

The calendar described below represents the normal timeline for consideration and adoption of the budget.

January

Budget preparation will begin (although such preparation may begin at an earlier date).

May

The proposed budget for the next fiscal year will be considered at the regular school board meeting.

July

Annual audit should be requested.

The proposed budget and a notice of hearing will be published in the official newspaper not later than July 15.

The budget hearing will be held before August 1.

September

Before October 1, the school board shall approve a budget for the anticipated obligations of each fund, except trust and agency funds, for the school fiscal year. (By resolution, the school board shall adopt a levy in dollars sufficient to meet the school budget for each fund.)

The request for tax dollars adopted by the school board will be reported to the county auditor before October 1 on forms prescribed by the county auditor.

In accordance with law, any changes in the proposed budget incorporated into the final budget, will be published in the minutes within 30 days after the final adoption of the budget.

Accountability for Funds/Transfer of Surplus

All school district funds shall be administered by the Business Manager. Reports to the Board of Education will be made by the Business Manager.

All or any part of a surplus of any school district fund, except those as stipulated by state law, may be transferred to any other school district fund.

Free Admissions to District Activities

Certified & Classified Employees and Spouses

Passes to all school events are issued to all certified and classified employees and spouses. Passes for single employees may admit the employee and a guest. The passes **DO NOT** admit any children of school age or older. Passes shall not be transferred or lent to friends.

Lifetime Passes for District Retirees

It is the policy of the school district to issue lifetime passes to certified employees who have reached retirement age while still employed by the district.

Passes are also issued to board of education members; such passes will continue to be honored after the member has left the board.

By action of the board of education, lifetime passes may be issued in irregular circumstances or for exemplary service to the school district.

Privileges of the lifetime pass shall correspond to current school policy related to annual passes for employees.

Lifetime passes are issued from the superintendent's office.

CREDIT CARD AND PURCHASE CARD USE

The District is committed to using its financial resources wisely. The Board recognizes that credit cards and purchase cards may provide school employees with a convenient payment option, particularly in emergency situations, and may also improve business office efficiency.

The Board authorizes the use of credit card or purchasing cards for official district purchases and acquisitions. It shall be the responsibility of the Business Manager to authorize and control the use of credit and purchasing cards, subject to the Board's final approval of payments.

To ensure the proper use of district-issued credit and purchase cards, the Business Manager shall develop appropriate administrative regulations to accompany this policy. The regulations shall include, but are not limited, to:

1. Procedures for the issuance, return and revocation of district-issued credit or purchase cards, including consequences for individuals who make unauthorized purchases;
2. Guidelines that establish acceptable purchases, including procedures to ensure purchases made at unapproved merchants are disallowed or blocked;
3. Appropriate single-purchase and monthly spending limits;
4. Procedures for making phone, fax or internet purchases;
5. Procedures that ensure all cardholders understand the district's credit and purchase card use policies;
6. Procedures designed to comply with district financial audits, including any required documentation of original receipts;
7. Controls to provide for the periodic review and reconciliation of credit and purchase card statements, including procedures that ensure purchases by employees are reviewed by someone other than the cardholder.

Any cardholder benefits or revenue generated from the use of district-issued credit or purchase cards shall be for the exclusive use of the district.

Fiscal Accounting and Reporting

The Business Manager will be designated by the Board to be responsible for receiving and properly accounting for all funds of the district.

The "Uniform Financial Accounting System for South Dakota School Districts" will be the official system used to record receipts and disbursements of the district.

The Business Manager will report all financial information to the State as required. The Board will receive monthly financial reports from the Business Manager that will include a statement of operating receipts and expenditures, and balance on hand in the several funds, a budget position report, and any other financial information that should be brought to the Board's attention.

Fiscal Accounting and Reporting/Types of Funds

Various funds will be established as per statute to account for receipts/expenditures regarding the operation of the school district.

In accordance with school policy, or state regulation, the Superintendent and/or Business Manager will be authorized to spend budgeted money as approved by the board of education.

General Fund

The general fund will be established to account for all revenues and expenditures except those required to be accounted for in another fund.

Auditorium & Building Fund

The auditorium and building fund will be established to account for revenues which are realized through the arena admission tax.

Capital Outlay Fund

The capital outlay fund will be established to account for revenues and expenditures regarding the acquisition of, or additions to, real property, plant or equipment.

Special Education Fund

The special education fund will be established to account for revenues and expenditures regarding the education of all children in need of special assistance and prolonged assistance who reside within the district or who have contracted with the district for such services.

Bond Redemption Fund

The bond redemption fund, if necessary, will be established to account for the revenue and expenditures regarding bonded indebtedness.

Enterprise Funds

Enterprise funds will be established to account for operations (a) that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The enterprise fund includes concessions and driver's education.

Food Service Fund

Food service fund will be established to record financial transactions related to food service operations.

Trust and Agency Funds

Trust and agency funds will be established to account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, other governmental units and/or other funds. These include:

- (a) middle school accounts,
- (b) high school accounts,

Fiscal Accounting and Reporting/Types of Funds

- (c) business office accounts,
- (d) health insurance account; and,
- (e) others.

Pension Fund

The pension fund, if necessary, will be established to account for revenues and expenses regarding retirement benefits.

Audits

For any necessary reason an audit of the books of any school district may be called at any time by the Board or the electors of the district by petition signed by 20 percent of the resident taxpayers of the district as shown by the assessment roles of the preceding year, or the Auditor General.

The school district shall have financial and compliance audits performed annually. The audit may be done by the Department of Legislative Audit or by a private firm authorized by law to audit financial records of school districts.

The bills will be audited each month by the Business Manager.

Purchasing Authority

In accordance with school policy or state regulation, the Superintendent, the Business Manager, or their designee will be authorized to spend budgeted money as approved by the Board of Education.

Contracts

Contracts shall be binding on the school district when approved by the board of education, or its designee, acting at an annual, regular or special meeting.

PETTY CASH ACCOUNTS

In accordance with law, the Board may establish petty cash accounts for the schools in the district, not to exceed the amount of \$100 in each account. This account may be used to facilitate refunds and minor purchases of the school district.

Expenditures against this account must be itemized, documented with receipts, and will be charged to the applicable fund. After a budget item is exhausted, no expenditures against the item may be made from petty cash.

Administrators will authorize an employee in each school to be accountable for the petty cash account. Disbursements from the account will not require Board approval or the signature of the Board president or the Business Manager.

INCIDENTAL ACCOUNTS

In accordance with law, the Board may establish an incidental account in an amount determined by the Board by setting aside, on an imprest basis, money from the general fund. This fund may be used for advanced payment or for claims requiring immediate payment, not to exceed the amount established by the Board.

Expenditures against this account must be itemized, documented with receipts, and will be charged to the applicable fund. After the budget item is exhausted, no expenditures against the item may be made from the incidental account. The Board will authorize an employee in each school to be accountable for the incidental account.

All expenditures from this account shall be listed with other bills in the regular school board proceedings.

Purchasing Procedures

All materials to be ordered by the school district staff, whether for local or out-of-town orders, must be requisitioned through the Superintendent's office or Business Manager's office for processing by the business office. The business office will maintain a central record system for the purpose of combining orders, avoiding duplication of purchases, taking full advantage of lowered prices for bulk purchasing, to follow up on delayed orders of delivery and to reconcile deliveries to orders before payment is made. This delivery control will be applied to all purchases, regardless of point of delivery.

Principals and department heads will examine carefully all requisitions submitted by teachers, custodians and other employees for supplies, equipment and services. They will be responsible for verifying that items requested are needed before signing the requisition and sending it to the Superintendent or Business Manager.

All orders must include the name and address of the supplier as well as the purchase price. If the exact price is unavailable, an estimate of the cost should be given.

Anyone ordering or buying materials without proper authorization will be held personally liable for payment.


PAYMENT PROCEDURES

All claims for payment from district funds will be processed by the Business Manager. Payment will be authorized against invoices properly supported by approved purchase orders, against properly submitted vouchers, or in accordance with salaries and salary schedules set by the Board.

A list of accounts payable, including gross payroll totals, will be approved by the Board. Each registered warrant will be signed by the Board president and the Business Manager. Actual invoices, statements, and vouchers will be available for Board inspection.

The Business Manager will assume responsibility for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget for all items.

The school principals will be responsible for observing budget allocations in their respective schools. Each will also serve as custodian of the activity accounts in his or her respective school and will be responsible for their proper handling and expenditures.

	Huron School District #2-2	Code:
	Policies and Regulations	DMA-N Payment Procedures for Certified Employees

Payment Procedures for Certified Employees

Certified employees shall elect to be paid on a twelve-month (12) or on a ten-month (10) schedule. The election shall be made on a form provided by the business office.


Teachers new to the district will have a thirteen-month (13) payment option.

Certified employees shall make an election in writing and deliver the election to the Business Manager on or before August 1 of the year prior to the year for which the election is being made. The August 1 date also applies to newly-hired certified employees.

Certified employees who fail to notify the Business Manager in writing on or before August 1 will be paid on a twelve-month schedule.


Certified employees do not have to make an election every year, an employee's election shall remain in effect until the employee elects to change it. Changes must be made in writing and delivered to the Business Manager on or before August 1 of the year prior to the year for which the election is being changed.

Exception: Certified employees who qualify for and intend to retire at the end of contract, may (at any time) elect to be paid on a nine-month (9) schedule. In applying for this option, the employee is agreeing that his/her final payment will be in the form of a "paper check" and held in the business office until completion of contracted days and clearance from their building administrator.

	Huron School District #2-2	Code: DN-N Payday Schedules
	Policies and Regulations	

Payday Schedules

The Board of Education has established that pay for all regularly contracted school personnel be issued on the 20th day of each month. If the 20th day of the month falls on a weekend or falls on holidays causing bank closure, pay shall be issued on the last day banks are open prior to the 20th of each month.

	Huron School District #2-2	Code:
	Policies and Regulations	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) 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.

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.

ASBSD NEPN Code Cross Reference: DLC


CASH IN SCHOOL BUILDINGS

Money collected by school district employees and by student treasurers will be handled with good and prudent business procedures both to demonstrate the ability of school system employees to operate in that fashion, and to teach such procedures to the students.

All moneys collected will be receipted and accounted for and deposited properly.

The amount of money retained in schools should be limited to that needed for day to day operation. Large sums of money shall be deposited in a timely manner, at least weekly.

Food Service receipts, other than moneys needed for daily operations, shall be deposited daily.

	Huron School District #2-2	Section: D Fiscal Management
	Policies and Regulations	

Board Policy Review – Section D: Fiscal Management

Anticipated Timeline

December 21, 2021 – Administrator Meeting Review

January 10, 2022 – Introduce to the School Board

January 24, 2022 – School Board Review and Discussion


February 14, 2022 – School Board Adoption



**SECTION D – FISCAL MANAGEMENT
POLICY REVIEW
2022**

CHANGE LOG


1. DA – General Fund Balance – No changes.
2. DB – Budget Hearings and Review – No changes.
3. DC – Accountability for Funds/Transfer of Surplus – No changes.
4. DD-N – Free Admissions to District Activities – No changes.
5. DE – Credit Card and Purchase Card Use – Delete entire policy and adopt new policy DGD.
6. DF – Fiscal Accounting and Reporting – Delete entire policy and replace with new policy.
7. DFA – Types of Funds – Delete entire policy and adopt new policy DIB.
8. DFG – Insufficient Funds & No Account Checks – New Policy.
9. DG – Audits - Delete entire policy and adopt new policy DIE.
10. DGD – Credit Card Use and Electronic Transactions – New policy replacing DE.
11. DH – Purchasing Authority – No changes.
12. DI – Contracts – No changes.
13. DIB – Types of Funds – New policy replacing DFA.
14. DIBGA – Custodial Funds – New policy.
15. DIE – Audits – New policy replacing DG.
16. DJ – Petty Cash Accounts – No changes.
17. DJBA – Incidental Accounts – New policy replacing DK.
18. DK – Incidental Accounts – Delete entire policy and adopt new policy DJBA.
19. DL – Purchasing Procedures - Delete entire policy and replace with new policy.
20. DM – Payment Procedures – No changes.
21. DMA-N Payment Procedures for Certified Employee – No Changes.
22. DN-N Payday Schedules – No Changes.
23. DO – Expense Reimbursement (Lodging, Mileage, and Meals) – No Changes.
24. DP – Cash in School Buildings – No Changes.

	Huron School District #2-2	Section D: Fiscal Management
	Policies and Regulations	

SECTION D: FISCAL MANAGEMENT

Section D contains policies and exhibits related to school district finances and the management of school district funds.

DA	General Fund Balance
DB	Budget Hearings and Reviews
DC	Accountability for Funds/Transfer of Surplus
DD-N	Free Admissions to District Activities
DF	Fiscal Accounting and Reporting
DFG	Insufficient Funds & No Account Checks
DGD	Credit Card and Purchase Card Use
DH	Purchasing Authority
DI	Contracts
DIB	Types of Funds
DIBGA	Custodial Funds
DIE	Audits
DJ	Petty Cash Accounts
DJBA	Incidental Accounts
DL	Purchasing Procedures
DM	Payment Procedures
DMA-N	Payment Procedures for Certified Employees
DN-N	Payday Schedules
DO	Expense Reimbursements (Lodging, Mileage, and Meals)
DP	Cash in School Buildings

	Huron School District #2-2	Code: DA General Fund Balance
	Policies and Regulations	

General Fund Balance

The School Board is committed to operating the district in a fiscally responsible manner while balancing student needs and the district’s financial obligations.

To ensure the district has the resources necessary to meet ongoing and routine financial commitments, the district shall maintain a general fund balance at a level sufficient enough to cover the cash-flow needs of the district. The district may also hold in reserve a portion of the district’s general fund that may be necessary to address long-term district financial plans or unanticipated emergency expenditures.

At least once per school year, the superintendent or business manager shall provide the board with recommendations regarding the management of the district’s general fund balance, including financial information detailing the district’s cash-flow and reserve needs.



Huron School District #2-2

Policies and Regulations

Code: DB
Budget Hearings and Review

Budget Hearings and Review

The calendar described below represents the normal timeline for consideration and adoption of the budget.

January

Budget preparation will begin (although such preparation may begin at an earlier date).

May

The proposed budget for the next fiscal year will be considered at the regular school board meeting.

July

Annual audit should be requested.

The proposed budget and a notice of hearing will be published in the official newspaper not later than July 15.


The budget hearing will be held before August 1.

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Before October 1, the school board shall approve a budget for the anticipated obligations of each fund, except trust and agency funds, for the school fiscal year. (By resolution, the school board shall adopt a levy in dollars sufficient to meet the school budget for each fund.)

The request for tax dollars adopted by the school board will be reported to the county auditor before October 1 on forms prescribed by the county auditor.

In accordance with law, any changes in the proposed budget incorporated into the final budget, will be published in the minutes within 30 days after the final adoption of the budget.

	Huron School District #2-2	Code: DC
	Policies and Regulations	Accountability for Funds/ Transfer of Surplus

Accountability for Funds/Transfer of Surplus

All school district funds shall be administered by the Business Manager. Reports to the Board of Education will be made by the Business Manager.

All or any part of a surplus of any school district fund, except those as stipulated by state law, may be transferred to any other school district fund.



Huron School District #2-2

Policies and Regulations

Code: DD-N
Free Admissions to
District Activities

Free Admissions to District Activities

Certified & Classified Employees and Spouses

Passes to all school events are issued to all certified and classified employees and spouses. Passes for single employees may admit the employee and a guest. The passes DO NOT admit any children of school age or older. Passes shall not be transferred or lent to friends.

Lifetime Passes for District Retirees


It is the policy of the school district to issue lifetime passes to certified employees who have reached retirement age while still employed by the district.

Passes are also issued to board of education members; such passes will continue to be honored after the member has left the board.

By action of the board of education, lifetime passes may be issued in irregular circumstances or for exemplary service to the school district.

Privileges of the lifetime pass shall correspond to current school policy related to annual passes for employees.

Lifetime passes are issued from the superintendent's office.


	Huron School District #2-2	Code: DF
	Policies and Regulations	Fiscal Accounting and Reporting

Fiscal Accounting and Reporting

The Business Manager is designated by the Board to be responsible for receiving and properly accounting for all funds of the district.

The District will follow the Governmental Accounting Standards Board (GASB) requirements for recording receipts and disbursements of the District.

The Business Manager will report all financial information to the SD Department of Education as required. The Board will receive monthly financial reports from the Business Manager that will include a statement of operating receipts and expenditures, and balance on hand in the several funds, a budget position report, and any other financial information that should be brought to the Board's attention.

	Huron School District #2-2	Code: DFG Insufficient Funds & No Account Checks
	Policies and Regulations	

Insufficient Funds & No Account Checks

In The District shall conspicuously post a notice at all locations on school property where a personal check may be written to the District as payee that a fee will be assessed against returned checks for insufficient funds or no account and the maker of the check is liable for all reasonable costs and expenses of collection. The fee assessed against returned checks shall not exceed \$40.


The District, before presenting the insufficient funds check or no account check to the state's attorney for prosecution or a collection agency for collection, shall serve a notice of dishonor upon the writer of the check, by registered or certified mail, return receipt requested, or by first class mail, supported by an affidavit of mailing sworn and retained by the sender, in the United States mail and addressed to the recipient's most recent address known to the sender. If the notice is mailed, and not returned as undeliverable by the United States Postal Service, notice is conclusively presumed to have been given on the date of mailing. The District, shall, upon return of the receipt, hold the check insufficient funds check or no account check for a period of at least thirty days if notice is given by first class mail. Upon the expiration of that period the District, within six months after the District receives notice of its dishonor, may present the check with the attached bank return, return receipt or affidavit of mailing and copy of the dishonor notice to the state's attorney for prosecution or a collection agency for collection.

The notice of dishonor required by this policy shall be in substantially the following form:

Date _____
 Name of issuer _____
 Bank on which drawn _____
 Date of check _____
 Amount of check _____
 Holder of the check _____

You are hereby notified that your check described above has been dishonored and is now being held by the District for a period of thirty days from the date of the mailing of this notice. Full restitution for a check returned due to insufficient funds or no account check (including an insufficient fund or no account check charge of \$40).

Full restitution for a check returned due to insufficient funds (including an insufficient fund charge of \$40) must be received within thirty days of the mailing of this notice of dishonor to you, your check may be delivered to the state's attorney for criminal prosecution for theft or delivered to a collection agency for collection, and you may be liable to the District for an additional civil penalty of an amount equal to twice the amount of the check in addition to the amount of the check and the costs and expenses.

	Huron School District #2-2	Code: DGD
	Policies and Regulations	Credit Card Use and Electronic Transactions

Credit Card Use and Electronic Transactions

The District is committed to using its financial resources wisely. The Board recognizes that credit cards and electronic transactions may provide school employees with a convenient payment option and may improve business office efficiency.

Credit Cards: The Board authorizes the use of credit card or electronic payment for official district purchases and acquisitions. The Business Manager is responsible for authorization and control of the use of credit cards, subject to the final School Board approval of payments.

Authorized use of the credit card is limited to the person in whose name the card is issued and may not be loaned to another person. The Business Manager may authorize use of the general Staff or Administration credit cards on a case-by-case basis.


The credit card is for business-related purposes only. It may not be used for personal purchases. The credit card is District property and should be used only for authorized District purchases. Only the Business Manager is authorized to use the credit card when scheduling travel by District employees and/or consultants retained by the District as speakers, presenters, etc., including registration fees, lodging and airline tickets. The Business Manager is authorized to use a District credit card to purchase items online that cannot be reasonably purchased elsewhere or when purchasing or paying for items online results in significant savings. The Business Manager is also authorized to use the credit card for prepayment of items/services when required by a vendor or in instances of savings to the District.

The card users shall submit charge card receipts to the Business Manager no later than the date established by the Business Manager.

The Business Manager shall audit the charge card receipts, reconcile the charge card statement and process the charges for payment.


Any cardholder benefits or revenue generated from the use of district-issued credit or purchase cards shall be for the exclusive use of the district. Employees shall reimburse the District for any charges that are disallowed by the employee's supervisor, the Business Manager or the Board. Employees must return the credit card to the Business Manager or School Board upon being directed to do so by the Business Manager or School Board.

Electronic Transfers: The Business Manager is authorized to electronically transfer funds for such purposes as may be specifically authorized by the Board.

	Huron School District #2-2	Code: DH Purchasing Authority
	Policies and Regulations	


Purchasing Authority

In accordance with school policy or state regulation, the Superintendent, the Business Manager, or their designee will be authorized to spend budgeted money as approved by the Board of Education.

	Huron School District #2-2	Code: DI Contracts
	Policies and Regulations	

Contracts

Contracts shall be binding on the school district when approved by the board of education, or its designee, acting at an annual, regular or special meeting.

	Huron School District #2-2	Code: DIB Types of Funds
	Policies and Regulations	

Types of Funds

School District revenue will be deposited in one of the funds authorized by law.

Sources for School District revenue:

- income from school property;
- borrowing through bonds, capital outlay certificates, or promissory notes;
- local property taxes;
- funds received from federal, state or other political subdivisions;
- funds received from individuals or organizations through paid admission or facility use;
- funds received from fines and penalties;
- funds held in a trustee capacity for others; and
- funds received by the District from any other source.

The following are the primary funds of the School District:

- **General Fund** - The general fund is the fund to meet all the operational costs of the District, excluding capital outlay fund and special education fund expenditures, and to redeem all outstanding warrants against the general fund. The general fund may be used to purchase or lease computer hardware and software.
- **Capital Outlay Fund** - The capital outlay fund is used to pay for:
 - acquisition of land or facilities
 - construction of new facilities
 - additions to and remodeling of current facilities
 - improvement of grounds
 - purchase or lease of equipment
 - installment or lease-purchase payments for the purchase of real property facilities, or equipment, which have a contracted terminal date not exceeding twenty years from the date of the installment contract or lease-purchase
 - payment of the principal of and interest on capital outlay certificates
 - purchase of textbooks
 - purchase or renewal of instructional software
 - purchase of warranties on capital assets if the warranties do not include supplies
 - bussing contracts, not to exceed fifteen percent of the contract amount, if the District contracts for student transportation
 - mileage reimbursements, not to exceed fifteen percent of the reimbursement costs, if the District reimburses for mileage instead of providing transportation.




Huron School District #2-2
Policies and Regulations

Code: DIB
Types of Funds

Out of the total tax revenues deposited into the capital outlay fund during the current school fiscal year, the Board may transfer up to forty-five percent from the District's capital outlay fund to the District's general fund.

- **Special Education Fund** - The proceeds derived from the special education levy shall be placed in the special education fund and used to pay for the special education of children in need of special education or special education and related services. Money in the special education fund may be expended for the purchase or lease of any assistive technology that is directly related to special education and specified in a student's individualized education plan.
- **Bond Redemption Funds** - Payment of interest and principal on all bonded indebtedness must be paid from bond redemption funds.
- **Enterprise Funds** – Funds from any activity for which a fee is charged are deposited into enterprise fund accounts. Examples of enterprise fund accounts are Food Service Fund, Daycare, Before and After School Programs, Preschool, and other non-credit activities for which students or parents pay a fee.
- **Fiduciary Funds** - Fiduciary fund accounts are used when the District holds funds in a trustee capacity for others. Examples include: Custodial funds (such as class, booster club and post prom accounts) and Private Purpose Trust Funds (such as scholarship funds).

	Huron School District #2-2	Code: DIBGA Custodial Funds
	Policies and Regulations	

Custodial Funds

The Custodial Fund is a school district fiduciary fund that the District maintains for the benefit of individuals or organizations while not having substantial administrative or financial involvement with raising the funds or control over the expenditure of those funds. The Custodial Fund may have been referred to in the past as the Agency Fund or the Trust and Agency Fund. Because the money in the fund are private funds and not school district funds, the Governmental Accounting Standards Board (GASB) substituted the term “custodial” for “agency” in order to emphasize that the District does not have ownership and control of the funds.


The entity for which the District is maintaining the custodial fund account is solely responsible for fund-raising and the depositing of funds into the custodial account.

A request for disbursement by an authorized person of the entity shall be given in writing to the Business Manager on a form provided by the District. Disbursements do not require prior approval by any school district employee or the Board, nor does the disbursement require the signature of the presiding officer of the Board or the Business Manager.

The Business Manager shall:

- Be in charge of each custodial fund;
- Be authorized to issue checks from custodial fund accounts for disbursements, pay all claims upon the presentation of an itemized verified claim, and authorize the expenditures upon the entity’s prior approval and direction;
- Record all receipts of revenue placed in custodial accounts;
- Keep accurate records of all receipts, expenditures, and balances of the custodial fund, and provide such information to the Board on a monthly basis;
- Issue receipts in duplicate for all money received, except money received from the sale of printed serial number admission tickets;
- Keep on file a memorandum record of all serially numbered tickets for sale at events, which record must be signed by the person selling such tickets; and
- Submit monthly Custodial Fund Account reports to the Board.

The Custodial Fund Account shall be audited as part of the regular audit of the District.

	Huron School District #2-2	Code: DIE Audits
	Policies and Regulations	

Audits

For any necessary reason an audit of the books of the District may be called at any time by the Board or the electors of the District by petition signed by 20 percent of the resident taxpayers of the District as shown by the assessment roles of the preceding year, or the Auditor General.


The Board shall have financial and compliance audits, including audits of custodial accounts, performed at least every two years. The audit may be done by the Department of Legislative Audit or by a private firm authorized by law to audit financial records of school districts.

The Department of Legislative Audit or the private auditing firm, whichever made the audit, shall furnish a copy of the report of the audit to the Business Manager. The Business Manager shall give a copy of the audit report to each school board member.

The Department of Legislative Audit or the private auditing firm, whichever performed the audit, shall publish twice in the District's legal newspaper, a brief statement of the fact that the audit was made, where the audit may be found on file for public inspection, and a brief recital of the substantial items of error, irregularity, or loss which were discovered, but with enough detail so that the public is informed of the important findings of the audit. The expense of the publication shall be paid at the legal rate by the District.

If the Board receives an independent audit, the District shall make the audit report available on the District's website.

As required by SDCL Ch. 4-2, the District shall submit the audit report to the Department of Legislative Audit.


	Huron School District #2-2	Code: DJ Petty Cash Accounts
	Policies and Regulations	

Petty Cash Accounts

In accordance with law, the Board may establish petty cash accounts for the schools in the district, not to exceed the amount of \$100 in each account. This account may be used to facilitate refunds and minor purchases of the school district.

Expenditures against this account must be itemized, documented with receipts, and will be charged to the applicable fund. After a budget item is exhausted, no expenditures against the item may be made from petty cash.

Administrators will authorize an employee in each school to be accountable for the petty cash account. Disbursements from the account will not require Board approval or the signature of the Board president or the Business Manager.

	Huron School District #2-2	Code: DJBA Incidental Accounts
	Policies and Regulations	

Incidental Accounts

The Board establishes an incidental account in the amount of \$50,000, on an imprest basis, money from the general fund. This fund may be used for advanced payment or for claims requiring immediate payment, not to exceed the amount established by the board.

Expenditures against this account must be itemized, documented with receipts, and will be charged to the applicable fund. After the budget item is exhausted, no expenditures against the item may be made from the incidental account. The board designates the Business Manager to be accountable for the incidental account.

A detailed account of the expenditures from the incidental account shall be presented with other bills at the regular monthly school board meeting, with verified vouchers, itemized and supported by receipted bills or other information as general evidence of payment, which shall be subject to audit.



Huron School District #2-2
Policies and Regulations

Code: DL
Purchasing Procedures

Purchasing Procedures

DEFINITIONS:

Supplies - any property, including equipment, materials, and printing.

Services - furnishing of labor, time, or effort by a contractor not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

Public Improvement - the process of building, altering, repairing, improving, or demolishing any structure, building, or other improvements of any kind to real property owned by the District.

GENERAL RULES:

Unless otherwise authorized by law, each contract for supplies, services, and construction shall be awarded by one of the following methods:

1. Purchases for less than \$25,000 for supplies or services;
2. Contract for public improvement for less than \$100,000;
3. Competitive sealed bids for supplies or services having a purchase price of \$25,000 or more, and for contracts for public improvement exceeding of \$100,000 or more;
4. Competitive sealed proposals for supplies or services having a purchase price of \$25,000 or more, and for contracts for public improvement of \$100,000 or more;
5. Sole source procurement;
6. Emergency procurement.

The Business Manager will serve as the purchasing agent. The Business Manager will develop and administer the purchasing program for the schools with the assistance of the Superintendent within the legal requirements and the adopted school budget.

All materials to be ordered by the school district staff must be requisitioned through the Principal or department head, and the Business Manager for processing by the business office. Principals and department heads will examine carefully all requisitions submitted by teachers, custodians and other employees for supplies, equipment and services and are responsible for verifying that items requested are needed before signing the requisition and sending it to the Business Manager.

All requisitions must include the name and address of the supplier as well as the purchase price.

School purchases will be made only on official purchase orders approved for issuance by the appropriate unit head and signed by the Business Manager, with such exceptions as may be made by the latter for emergency purchases and those made with petty cash funds.



Huron School District #2-2

Policies and Regulations

Code: DL
Purchasing Procedures

The business office will maintain a central record system for the purpose of combining orders, avoiding duplication of purchases, taking full advantage of lowered prices for bulk purchasing, to follow up on delayed orders of delivery and to reconcile deliveries to orders before payment is made. This delivery control will be applied to all purchases, regardless of point of delivery.

If any person orders materials without going through the Business Manager's office, the person ordering the materials will be individually responsible for the payment of the materials.

1. **PURCHASES OF SUPPLIES OR SERVICES FOR LESS THAN \$25,000**

If the District intends to purchase services or supplies, the total of which is less than \$25,000, neither competitive sealed bids nor competitive sealed proposals are required.

2. **CONTRACT FOR PUBLIC IMPROVEMENT FOR LESS THAN \$100,000**

If the District intends to contract for a public improvement, the total of which is less than \$100,000, neither competitive sealed bids nor competitive sealed proposals are required.

3. **COMPETITIVE SEALED BIDS**

Contracts shall be awarded by utilizing the competitive sealed bid process except as otherwise provided in law (i.e., competitive sealed proposals, sole source procurements, emergency procurements, and procurements exempt from the bid process). The procedures for using competitive sealed bids are set forth in SDCL 5-18A-5.

4. **COMPETITIVE SEALED PROPOSALS**

A contract may be entered into by competitive sealed proposals if the Board determines in writing that the use of the competitive sealed bids is either not practicable or not advantageous. The procedures for using competitive sealed proposals are set forth in SDCL 5—18A-7.

5. **SOLE SOURCE PROCUREMENT**


A contract may be awarded for supplies or services without competition if the Board determines in writing that the supplies or services are of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the supplies or services. The determination that the contractor selected is justifiably the sole source shall be based on either the uniqueness of the supplies or services or the sole availability at the location required. In such cases, the Board shall conduct negotiations, including price, delivery, and quantity to obtain the most advantageous price and shall include the written verification of the sole source in the contract file. This provision does not apply to construction services or construction equipment.

The District shall maintain a record listing each contract made under sole source procurement for a minimum of five years. The record shall contain:

- Each contractor's name;
- The amount and type of each contract; and
- A listing of the supplies and services procured under each contract.

6. **EMERGENCY PROCUREMENT**

The Board may make or authorize others to make an emergency procurement without advertising the


	Huron School District #2-2	Code: DL Purchasing Procedures
	Policies and Regulations	

procurement if rentals are not practicable and there exists a threat to public health, welfare, or safety or for other urgent and compelling reasons. Failure to abide with the bid provisions in a timely manner as required by law is not an emergency. An emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

The District shall maintain a record listing each contract made under emergency procurement for a minimum of five years. The record shall contain:

- Each contractor's name;
- The amount and type of each contract; and
- A listing of the supplies, services, and public improvements procured under each contract.

All contracts must be approved by the Board in order to be binding on the school district. Each contract shall be in writing, shall have the printed name of any individual signing the contract, and shall be signed on behalf of the School District by an authorized official. Failure to comply with the requirement for a printed name does not void the terms or purpose of the contract.

	Huron School District #2-2	Code: DM Payment Procedures
	Policies and Regulations	


Payment Procedures

All claims for payment from district funds will be processed by the Business Manager. Payment will be authorized against invoices properly supported by approved purchase orders, against properly submitted vouchers, or in accordance with salaries and salary schedules set by the Board.

A list of accounts payable, including gross payroll totals, will be approved by the Board. Each registered warrant will be signed by the Board president and the Business Manager. Actual invoices, statements, and vouchers will be available for Board inspection.

The Business Manager will assume responsibility for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget for all items.

The school principals will be responsible for observing budget allocations in their respective schools. Each will also serve as custodian of the activity accounts in his or her respective school and will be responsible for their proper handling and expenditures.

	Huron School District #2-2	Code: DMA-N Payment Procedures for Certified Employees
	Policies and Regulations	

Payment Procedures for Certified Employees

Certified employees shall elect to be paid on a twelve-month (12) or on a ten-month (10) schedule. The election shall be made on a form provided by the business office.

Teachers new to the district will have a thirteen-month (13) payment option.

Certified employees shall make an election in writing and deliver the election to the Business Manager on or before August 1 of the year prior to the year for which the election is being made. The August 1 date also applies to newly-hired certified employees.

Certified employees who fail to notify the Business Manager in writing on or before August 1 will be paid on a twelve-month schedule.

Certified employees do not have to make an election every year, an employee’s election shall remain in effect until the employee elects to change it. Changes must be made in writing and delivered to the Business Manager on or before August 1 of the year prior to the year for which the election is being changed.

Exception: Certified employees who qualify for and intend to retire at the end of contract, may (at any time) elect to be paid on a nine-month (9) schedule. In applying for this option, the employee is agreeing that his/her final payment will be in the form of a “paper check” and held in the business office until completion of contracted days and clearance from their building administrator.



Huron School District #2-2

Policies and Regulations

Code: DN-N
Payday Schedules

Payday Schedules

The Board of Education has established that pay for all regularly contracted school personnel be issued on the 20th day of each month. If the 20th day of the month falls on a weekend or falls on holidays causing bank closure, pay shall be issued on the last day banks are open prior to the 20th of each month.



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) 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.


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.

	Huron School District #2-2	Code: DP Cash in School Buildings
	Policies and Regulations	

Cash in School Buildings

Money collected by school district employees and by student treasurers will be handled with good and prudent business procedures both to demonstrate the ability of school system employees to operate in that fashion, and to teach such procedures to the students.

All moneys collected will be receipted and accounted for and deposited properly.

The amount of money retained in schools should be limited to that needed for day to day operation. Large sums of money shall be deposited in a timely manner, at least weekly.

Food Service receipts, other than moneys needed for daily operations, shall be deposited daily.



Portrait of a GRADUATE HURON SCHOOL DISTRICT 2-2




RESPECT • PRIDE • EXCELLENCE FOR ALL


 Develop positive attitudes and beliefs in relation to academic work in four specific areas:

- 1) I belong in the academic community
- 2) My ability and competency increases with effort
- 3) I can succeed academically
- 4) This work has value and importance.

Statements forthcoming in 2022-2023

 Effectively processing ideas, thoughts, knowledge and information while understanding instructions, acquiring new skills, making requests, and sharing information.


Statements forthcoming in 2022-2023

 Using knowledge, facts, and data to effectively solve problems.

Statements forthcoming in 2022-2023

 Finding, communicating, using, organizing and evaluating information in all formats.

Statements forthcoming in 2022-2023

 Taking full accountability for the actions, decisions, and thoughts of oneself while demonstrating integrity, honesty and ethical behavior.

Statements forthcoming in 2022-2023

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

Recipient	Huron School District /9363 150 5th St SW Huron SD 57350	Clean Diesel EAIN: 95819202 CFDA: 66.040 Authority: Diesel Emission Reduction Act of 2010, codified at 42 USC 16133	ID Number DERA253
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 01/14/22
Contact	Kelly Christopherson 605.353.6995		Maximum Rebate Amount \$28,056.25
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, 2022. 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, 2022, unless funding authority is available.			
Offer The State of South Dakota hereby offers a rebate to Huron School District in an amount up to 0.25 of all approved costs incurred up to and not exceeding \$28,056.25 for the support of the approved project as described above. Such rebate may be terminated by DANR 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 11, 2022.			
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 DANR – AQ Program
 523 E Capitol
 Pierre, SD 57501

Assurances, Terms, and Conditions

The recipient entering into this agreement with DANR 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 DANR, 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 2009 or older owned by any South Dakota public schools, non-public schools, state special schools, other educational programs, shuttle or transit system providers, or 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, 2022.**
- New buses with 2020 model engine year or newer diesel, alternative fuel, or zero tailpipe emissions.

REPLACEMENT BUS REQUIREMENTS

- Ordering or purchasing of new buses may not occur prior to both parties signing the agreement. Submit a copy of the purchase order to DANR when the bus has been ordered. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the agreement 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 ensure 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 DANR Request for Reimbursement Form, W-9 form, and engine certificate if needed. DANR will review the information for compliance with all rebate requirements.
- Payment will be issued upon verification (documentation and/or DANR staff site visit). DANR reserves the right to hold reimbursement until after July 1, 2022.
- DANR 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, 2022, unless sooner terminated or extended pursuant to the terms hereof.

INDEMNIFICATION AND HOLD HARMLESS

The recipient agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise as the result of performing services hereunder. The recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. In defending the State, its officers, agents, and employees, the recipient, at no expense to the State, shall engage attorneys and other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of the recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist recipient in the defense. This section does not require recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief 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.

LICENSING AND STANDARD COMPLIANCE

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 Bus Rebate 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, 2022, the end date of this agreement, the grantee shall submit all claims for rebates due and payable under this agreement.

REBATE CONDITIONS

DERA FY2021 State Programmatic Terms and 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. **Use of Funds Restrictions:**
 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 DERA State Grant, including funds received under EPA's DERA National Grants program, DERA Tribal and Insular Area Grants, DERA School Bus Rebates, and federal Supplemental Environmental Project (SEP) funds.
 2. **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.
 3. **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.
 4. **Leasing:** Recipient agrees that all vehicles, engines, and equipment purchased with funds under this award will be purchased, in full, before the end of the project period. Extensions will not be granted for the purpose of extending payments on purchases.
 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. **Ownership, Usage and Remaining Life Requirements:** Recipient agrees that funds under this award, including subawards/subgrants, cannot be used to upgrade engines, vehicles, and equipment that does not meet the following criteria:
 - a. The existing vehicle, engine, or equipment must be fully operational. Operational equipment must be able to start, move, and have all necessary parts to be operational.

- b. The participating fleet owner must currently own and operate the existing vehicle or equipment and have owned and operated the vehicle during the two years prior to upgrade.
 - c. The existing vehicle, engine, or equipment must have at least three years of remaining life at the time of upgrade. Remaining life is the fleet owner's estimate of the number of years until the unit would have been retired from service if the unit were not being upgraded or scrapped because of the grant funding. The remaining life estimate is the number of years of operation remaining even if the unit were to be rebuilt or sold to another fleet. The remaining life estimate depends on the current age and condition of the vehicle at the time of upgrade, as well as things like usage, maintenance and climate.
 - d. Highway Usage: The mileage of multiple units may be combined to reach the thresholds below where those units will be scrapped and replaced with a single unit. School Buses: To be eligible for funding, the existing vehicle must have accumulated at least 7,000 miles/year during the two years prior to upgrade, or during calendar year 2019.
7. 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 replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.
 - b. The cost of optional components or "add-ons" that significantly increase the cost of the vehicle may not be eligible for funding under the grant; the replacement vehicle should resemble the replaced vehicle in form and function.
 - 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). Exceptions may be granted for vocational purposes and will require written approval by the EPA Project Officer prior to purchase.
 - d. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
 - 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. Other scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
 - 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. Other scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
 - Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA as detailed in Term and Condition H.
 - 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.
8. Replacement Technologies: Recipient agrees that funds under this award cannot be used for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.
9. Project Eligibility Criteria: Recipient agrees that funds under this award cannot be used to fund projects that do not meet the following eligibility criteria:
- Replacing a 2009 engine model year diesel bus with a 2020 engine model year or newer engine certified to EPA emission standards, a 2020 engine model year or newer engine certified to meet CARB's Low-NOx standards, or a zero tailpipe emissions bus. Please see the Low-NOx Engine Factsheet found at www.epa.gov/dera/state for guidance on identifying engines certified to meet CARB's Optional Low NOx Standards.
- C. **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.
- D. **Program Income:** Program income as defined at 2 CFR §200.1 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.

- E. **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 Capital assets at 2 CFR §200.1 Definitions). 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.

- F. **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 as provided by 2 CFR §200.317. The state will comply with 2 CFR §200.323 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.327 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions.
- G. **Quarterly Reporting and Environmental Results** Quarterly progress reports will be required. Quarterly reports will address the progress made achieving the work plan activities and objectives, including:
- procurements, installations and scrappage;
 - milestones;
 - outputs and outcomes including any project sustainability commitments;
 - summary of quarterly and cumulative expenditures;
 - up to date fleet description and efforts should be made to track, measure and report the actual vehicle miles traveled, hours of use/operation, and fuel use for all vehicles and equipment involved in the project;
 - signed eligibility statements, signed scrappage statements, and BAT analysis submitted to EPA for approval;
 - accounting of personnel hours billed to the grant;

A template for the quarterly report is available at: www.epa.gov/dera/state. 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 30

If 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.

- H. **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, the successes and lessons learned for the entire project, project results including specific outputs and outcomes detailed in the project workplan (including any sustainability commitments), and final emissions benefit calculations. 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.

The recipient must provide in the final report signed eligibility statements from participating fleet owners in which fleet owners attest to the criterion in term and condition D.6., and which include each vehicle make, model, year, vehicle identification number, odometer/usage meter reading, engine make, model, year, horsepower,

engine ID or serial number, and vehicle/equipment registration/licensing number and state. A sample eligibility statement may be found at www.epa.gov/dera/state.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage. Participating fleet owners must attest to the appropriate disposal in a signed scrappage statement. A sample scrappage statement may be found at <https://www.epa.gov/dera/national>. The scrappage statement must include: Vehicle owner's name and address; Vehicle make, vehicle model, vehicle model year, VIN, odometer reading or usage meter reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable; Name, address, and signature of dismantler; Date engine and/or vehicle/equipment was scrapped; Statement attesting to scrappage of vehicle/engine as defined above; Signature of participating fleet owner. Digital photos as follows: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; Cut frame rails or other cut structural components, as applicable; Others, as needed.

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 120 days after the project period end date or termination of the assistance agreement. A template for the final report is available at www.epa.gov/dera/state.

- I. **Employee and/or Contractor Selection:** EPA will not help select employees or contractors hired by the recipient.
- J. **N. State Cybersecurity Condition**
 - 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 J.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 200.332(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.
- K. **Mandatory Cost-Share Requirement:** Any voluntary matching funds provided by the state to qualify for the matching incentive are included in the "EPA funds + Voluntary Match including VW Trust" described below. 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 costshare 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 cannot be used to fund any mandatory cost-share.

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR §200.306. The cost share requirements are as follows:

Eligible Technologies EPA Funding Limit/Mandatory Cost Share

Vehicle Replacement with EPA Certified Engine 25%/75%

Vehicle Replacement with CARB Certified Low NOx Engine 35%/65%

Vehicle Replacement with Zero-tailpipe Emission Power Source 45%/55%

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

- L. **Rebates:** Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award. Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the DERA grant recipient. Rebates cannot exceed the applicable EPA cost share limits as defined in the terms of this award agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.

Additionally, there must be written agreement between recipient or subrecipient and the program beneficiary that:

- Describes the activities that will be supported by rebates, subsidies or other payments;
 - Specifies the amount of the rebate, subsidy or payment;
 - Identifies which party will have title to equipment (if any) purchased with a rebate or subsidy; and
 - Establishes source documentation requirements to ensure proper accounting of EPA funds.
- Specifies any reporting required by the beneficiary.

EPA Guidance on Participant Support Costs (<https://www.epa.gov/grants/rain-2018-g05-r1>) specifies requirements for rebate program approval by Authorized EPA Officials. EPA's Award Official or Grants Management Officer must approve participant support costs on the basis of either a precise description of the participant support costs in the EPA approved budget and work plan, or on a transaction-by-transaction basis. Should a DERA recipient decide to award participant support costs that were not described in the approved work plan and budget the recipient must obtain prior written approval from EPA's Award Official or Grants Management Officer. Moreover, after a grant is awarded, should a recipient decide to modify the amount approved (upwards or downwards) for participant support costs, prior written approval from EPA's Award Official or Grants Management Officer is also required.

- M. **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:
- 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.

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

Recipient	Huron School District/4930 150 5th St SW Huron SD 57350	Clean Diesel FAIN: 95819202 CFDA: 66.040 Authority: Diesel Emission Reduction Act of 2010, codified at 42 USC 16133	ID Number DERA255
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 01/14/22
Contact	Kelly Christopherson 605.353.6995		Maximum Rebate Amount \$26,885.00
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, 2022. 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, 2022, unless funding authority is available.			
Offer The State of South Dakota hereby offers a rebate to Huron School District in an amount up to 0.25 of all approved costs incurred up to and not exceeding \$26,885.00 for the support of the approved project as described above. Such rebate may be terminated by DANR 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 11, 2022.			
Signature of Award Official		Typed Name and Title Hunter Roberts, Secretary	Date
Please check if you are Accepting or Declining this Rebate Agreement <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. <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.			
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 DANR – AQ Program
 523 E Capitol
 Pierre, SD 57501

Assurances, Terms, and Conditions

The recipient entering into this agreement with DANR 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 DANR, 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 2009 or older owned by any South Dakota public schools, non-public schools, state special schools, other educational programs, shuttle or transit system providers, or 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, 2022.**
- New buses with 2020 model engine year or newer diesel, alternative fuel, or zero tailpipe emissions.

REPLACEMENT BUS REQUIREMENTS

- Ordering or purchasing of new buses may not occur prior to both parties signing the agreement. Submit a copy of the purchase order to DANR when the bus has been ordered. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the agreement 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 ensure 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 DANR Request for Reimbursement Form, W-9 form, and engine certificate if needed. DANR will review the information for compliance with all rebate requirements.
- Payment will be issued upon verification (documentation and/or DANR staff site visit). DANR reserves the right to hold reimbursement until after July 1, 2022.
- DANR 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, 2022, unless sooner terminated or extended pursuant to the terms hereof.

INDEMNIFICATION AND HOLD HARMLESS

The recipient agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise as the result of performing services hereunder. The recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. In defending the State, its officers, agents, and employees, the recipient, at no expense to the State, shall engage attorneys and other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of the recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist recipient in the defense. This section does not require recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief 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.

LICENSING AND STANDARD COMPLIANCE

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 Bus Rebate 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, 2022, the end date of this agreement, the grantee shall submit all claims for rebates due and payable under this agreement.

REBATE CONDITIONS

DERA FY2021 State Programmatic Terms and 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. **Use of Funds Restrictions:**
 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 DERA State Grant, including funds received under EPA's DERA National Grants program, DERA Tribal and Insular Area Grants, DERA School Bus Rebates, and federal Supplemental Environmental Project (SEP) funds.
 2. **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.
 3. **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.
 4. **Leasing:** Recipient agrees that all vehicles, engines, and equipment purchased with funds under this award will be purchased, in full, before the end of the project period. Extensions will not be granted for the purpose of extending payments on purchases.
 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. **Ownership, Usage and Remaining Life Requirements:** Recipient agrees that funds under this award, including subawards/subgrants, cannot be used to upgrade engines, vehicles, and equipment that does not meet the following criteria:
 - a. The existing vehicle, engine, or equipment must be fully operational. Operational equipment must be able to start, move, and have all necessary parts to be operational.

- b. The participating fleet owner must currently own and operate the existing vehicle or equipment and have owned and operated the vehicle during the two years prior to upgrade.
 - c. The existing vehicle, engine, or equipment must have at least three years of remaining life at the time of upgrade. Remaining life is the fleet owner's estimate of the number of years until the unit would have been retired from service if the unit were not being upgraded or scrapped because of the grant funding. The remaining life estimate is the number of years of operation remaining even if the unit were to be rebuilt or sold to another fleet. The remaining life estimate depends on the current age and condition of the vehicle at the time of upgrade, as well as things like usage, maintenance and climate.
 - d. Highway Usage: The mileage of multiple units may be combined to reach the thresholds below where those units will be scrapped and replaced with a single unit. School Buses: To be eligible for funding, the existing vehicle must have accumulated at least 7,000 miles/year during the two years prior to upgrade, or during calendar year 2019.
7. 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 replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.
 - b. The cost of optional components or "add-ons" that significantly increase the cost of the vehicle may not be eligible for funding under the grant; the replacement vehicle should resemble the replaced vehicle in form and function.
 - 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). Exceptions may be granted for vocational purposes and will require written approval by the EPA Project Officer prior to purchase.
 - d. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
 - 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. Other scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
 - 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. Other scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
 - Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA as detailed in Term and Condition H.
 - 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.
8. Replacement Technologies: Recipient agrees that funds under this award cannot be used for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.
9. Project Eligibility Criteria: Recipient agrees that funds under this award cannot be used to fund projects that do not meet the following eligibility criteria:
- Replacing a 2009 engine model year diesel bus with a 2020 engine model year or newer engine certified to EPA emission standards, a 2020 engine model year or newer engine certified to meet CARB's Low-NOx standards, or a zero tailpipe emissions bus. Please see the Low-NOx Engine Factsheet found at www.epa.gov/dera/state for guidance on identifying engines certified to meet CARB's Optional Low NOx Standards.
- C. **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.
- D. **Program Income:** Program income as defined at 2 CFR §200.1 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.

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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.

- F. **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 as provided by 2 CFR §200.317. The state will comply with 2 CFR §200.323 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.327 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions.
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A template for the quarterly report is available at: www.epa.gov/dera/state. 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.

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January 1 – March 31 Reporting Period: report due date April 30

If 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.

- H. **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, the successes and lessons learned for the entire project, project results including specific outputs and outcomes detailed in the project workplan (including any sustainability commitments), and final emissions benefit calculations. 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.

The recipient must provide in the final report signed eligibility statements from participating fleet owners in which fleet owners attest to the criterion in term and condition D.6., and which include each vehicle make, model, year, vehicle identification number, odometer/usage meter reading, engine make, model, year, horsepower.

engine ID or serial number, and vehicle/equipment registration/licensing number and state. A sample eligibility statement may be found at www.epa.gov/dera/state.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage. Participating fleet owners must attest to the appropriate disposal in a signed scrappage statement. A sample scrappage statement may be found at <https://www.epa.gov/dera/national>. The scrappage statement must include: Vehicle owner's name and address; Vehicle make, vehicle model, vehicle model year, VIN, odometer reading or usage meter reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable; Name, address, and signature of dismantler; Date engine and/or vehicle/equipment was scrapped; Statement attesting to scrappage of vehicle/engine as defined above; Signature of participating fleet owner. Digital photos as follows: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; Cut frame rails or other cut structural components, as applicable; Others, as needed.

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 120 days after the project period end date or termination of the assistance agreement. A template for the final report is available at www.epa.gov/dera/state.

- I. **Employee and/or Contractor Selection:** EPA will not help select employees or contractors hired by the recipient.
- J. **N. State Cybersecurity Condition**
 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 J.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 200.332(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.
- K. **Mandatory Cost-Share Requirement:** Any voluntary matching funds provided by the state to qualify for the matching incentive are included in the "EPA funds + Voluntary Match including VW Trust" described below. 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 costshare 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 cannot be used to fund any mandatory cost-share.

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR §200.306. The cost share requirements are as follows:

Eligible Technologies EPA Funding Limit/Mandatory Cost Share

Vehicle Replacement with EPA Certified Engine 25%/75%

Vehicle Replacement with CARB Certified Low NOx Engine 35%/65%

Vehicle Replacement with Zero-tailpipe Emission Power Source 45%/55%

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

- L. **Rebates:** Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award. Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the DERA grant recipient. Rebates cannot exceed the applicable EPA cost share limits as defined in the terms of this award agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.

Additionally, there must be written agreement between recipient or subrecipient and the program beneficiary that:

- Describes the activities that will be supported by rebates, subsidies or other payments;
 - Specifies the amount of the rebate, subsidy or payment;
 - Identifies which party will have title to equipment (if any) purchased with a rebate or subsidy; and
 - Establishes source documentation requirements to ensure proper accounting of EPA funds.
- Specifies any reporting required by the beneficiary.

EPA Guidance on Participant Support Costs (<https://www.epa.gov/grants/rain-2018-g05-r1>) specifies requirements for rebate program approval by Authorized EPA Officials. EPA's Award Official or Grants Management Officer must approve participant support costs on the basis of either a precise description of the participant support costs in the EPA approved budget and work plan, or on a transaction-by-transaction basis. Should a DERA recipient decide to award participant support costs that were not described in the approved work plan and budget the recipient must obtain prior written approval from EPA's Award Official or Grants Management Officer. Moreover, after a grant is awarded, should a recipient decide to modify the amount approved (upwards or downwards) for participant support costs, prior written approval from EPA's Award Official or Grants Management Officer is also required.

- M. **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:
- 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.

Branding Guide Change Log

Page	
2	Deleted Terry Nebelsick and added Kraig Steinhoff
4	Added - "Required Use" Section
5	1st Sentence - Changed "should" to "shall" Added - "If there is a design that violates these policies, contact the Superintendent's Office or Business Office for approval." Added - "Apparel: Please see pages 52-59."
7	Changed fine from \$250 to \$500 Added "Check Payable to:" and address Added Date Line
8	Added Section - Huron 'H' with Tag Logo
9	Added 3 Logos on right side - Huron 'H' with Tag Logo
11	Added Horizontal Wordmark Logo - Color and Black, Grey & White Moved BW Wordmark Logos and information to page 52
11-12	Moved logos around
15-16	New Page - Added - Special Services - School Nutrition - HS Counseling Services - Board of Education - CTE - Career & Technical Education
18-19	- Added - Special Services - School Nutrition - HS Counseling Services - Board of Education - CTE - Career & Technical Education
20-23	New Pages
27	Added - Tiger Marching Band
31	New Page - Moved Logos around and add page due to adding logo
34	Added - Tiger Marching Band
37	New Page - Moved Logos around and add page due to adding logo
41	Added - Tiger Marching Band
47	Added - Tiger Marching Band
52-59	New Pages - Logos & Policy for apparel: 1 or 2 color



SCHOOL DISTRICT

Brand Identity Guidelines
HURON SCHOOL DISTRICT

All logos and artwork included in this guide are trademarks of Huron School District. The words "Huron Tigers" are trademarked, therefore any use of the words in any size, font or color is included in the trademark.

Reproduction without the expressed written consent of Huron School District or its licensing agent is strictly prohibited.

For information about the specifications included in this guide or questions regarding specific use, please contact:

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Superintendent of Schools
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(605) 353-6990

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Business Manager
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(605) 353-6995

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(605) 353-6995

INTRODUCTION

Our brand identity is the face and personality we present to the community. The purpose of these guidelines is to explain the use of the new Huron School District brand and to reinforce consistent application of the visual elements in all communications. Guidelines on the use of the logos, brand colors and typefaces are included.

Our logos are important and valued graphic elements, and must be used consistently and appropriately. Even minor variations will undermine and compromise the image of the branding.

By following these guidelines, the materials created will represent our brand cohesively to the outside world, and reinforce the school's dedication to RESPECT, PRIDE AND EXCELLENCE FOR ALL.

HURON SCHOOL DISTRICT LOGO & BRANDING IDENTITY POLICY

Notification/Download Files

Because the success of our branding identity program depends on consistency, we ask that you use the attached form to notify the Office of the Superintendent of any proposed usage. The approval form must be completed by all parties applying to merchandise, school items or miscellaneous program materials.

The attached guidelines have been developed to provide clarification on the appropriate use of the Huron School District brand.

Huron School District Branding Guidelines

The Huron School District Brand makes an important first visual impression of what the Huron Tigers stand for. The logos, colors, and name instantly identify that a communication or material is from, or part of, the school. The thoughtful use of the logos and our name reinforces and strengthens the school's image with every use. In addition, a logo is considered a primary, albeit intangible, asset of the school and can be attributed a value that proper use will enhance and increase. The logo and name, and what they appear upon, is as important as our actions and our words. Their use should always be consistent with the mission and image of the school.

Property Rights

The use of the name, logos, logo marks, brand colors, and brand typefaces of the Huron School District or the names of any of its staff, students, or organizations is considered the property of the Huron School District. To publish this information on internal or external correspondence in any manner, including a website, is in violation of this policy. Prior approval is required for all vendors, students, staff, and administrators by the Office of the Superintendent before the use of the above-mentioned information.

Required Use

Authorized logos, logo marks, brand colors and brand typefaces in this Branding Guide are required to be used in all publications, on apparel, uniforms, digital media, buildings, equipment or anything else affiliated with school operations.

Any unauthorized logos, logo marks, brand colors and brand typefaces are prohibited in all aforementioned uses and may be subject to a \$500 fine.

Use of the Huron School District Name or Logo

All publications representing Huron School District, whether electronically or in print, shall be branded with the official logo; guidelines for using the Huron School District logo are below. Questions on usage, or mock-ups for which you would like approval should be directed to the Office of the Superintendent at 605-353-6990 or the Business Office at 605-353-6995.

- **Logo Integrity:** The proportional relationship may not be altered in any way. This includes using the symbol alone or changing/adding to the logos working to represent any other entity. Logos cannot be flipped or rotated, except for the paw print.
- **Color:** If the logos are to be used in color, the color must be the prescribed brand colors.
- **Spacing:** The logos and its lettering may not be confined within shapes or used in visually competitive areas; other entities should not look as if they are elements of the school's logo.
 - The logos must remain separate from other words or graphics.
 - The amount of separation must be equal to at least 25% of the size of the logo.
 - Example: A 4" logo must be at least 1" away from everything else.
 - If there is a design that violates these policies, contact the Superintendent's Office or Business Office for approval.
- **Other:** The use of the logos are not permitted without the express consent of the Office of the Superintendent or Business Office.
- **Apparel:** Please see pages 52-59.

Appropriate use of the logos includes:

- School endorsed, authored and/or produced communications (e.g. programs, posters, ads etc.)
- School sponsored events, items, uniforms, etc.
- The logos may be used in black and/or white.
- The logo may be used in the colors specifically listed.

Inappropriate use of the logos includes

- Any use that distorts or covers image.
- Any use that involves improper typefaces or colors.
- Applying to any item not endorsed or approved by the school and its officers.

Etching & Burning

- Etching of the logos is allowed on metal or glass.
- When etching on metal is used, the logo must take the color of the metal.
- Colors allowed around the etching are the four approved brand colors or white.
- Burning of the logos is allowed on wood.

BRAND COLORS

PRIMARY COLORS



Pantone 1655 C
CMYK: 0 | 84 | 100 | 0
RGB: 240 | 81 | 35
#f05022



Black
CMYK: 0 | 0 | 0 | 100
RGB: 0 | 0 | 0
#000000

SECONDARY COLORS



Dark Grey
CMYK: 0 | 0 | 0 | 80
RGB: 128 | 130 | 133
#808284



Light Grey
CMYK: 0 | 0 | 0 | 25
RGB: 199 | 200 | 202
#c6c8ca

FOR TIGER EYES ONLY



Pantone 375 C
CMYK: 47 | 0 | 100 | 0
RGB: 147 | 213 | 0
#93d500

BRAND TYPEFACES

HEADLINE/LOGO TYPEFACE

ALLEY-OOP (REGULAR)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
0 1 2 3 4 5 6 7 8 9

CONTENT TYPEFACE

Trebuchet MS (Regular)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

Trebuchet MS (Italic)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

Trebuchet MS (Bold)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

Trebuchet MS (Bold Italic)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

LICENSE APPLICATION

Huron School District Trademark Usage Non-Exclusive Vendor Application

Business Name: _____

Business Address: _____

Contact Person: _____

Contact Email: _____

Phone Number: _____

Description of how the logos/name will be used and what products you are requesting to license.

Annual License Fees

____ \$100 Local Vendor (Vendor Business pays property taxes in the Huron School District)

____ \$200 Other Vendor

Anyone who violates the Brand Identity Guidelines may be fined \$500. It is the vendor's responsibility to read and understand the Brand Identity Guidelines.

Check payable to: Huron School District
PO Box 949
150 5th St. SW
Huron, SD 57350

I acknowledge and agree that I have read the Brand Identity Guidelines and will follow them.

Printed Name: _____

Signature: _____ Date: _____

DISTRICT LOGOS

PRIMARY DISTRICT LOGO

COLOR



BLACK & WHITE



BLACK & WHITE - REVERSE



HURON "H" WITH TAG LOGO

COLOR



BLACK & WHITE



BLACK & WHITE - REVERSE



SECONDARY DISTRICT LOGO

COLOR



BLACK & WHITE



BLACK & WHITE - REVERSE



HURON "H" LOGO

COLOR



BLACK & WHITE



BLACK & WHITE - REVERSE



DISTRICT LOGOS

Approved Colors May Be Used For Tag Lines

- These color changes may be used on corresponding Department and Activity Logos.
- Grey outline on the H may be changed to white when these colors are used.
- On apparel only, the outline of the H may be removed if difficult to produce.

BLACK LETTERS



SCHOOL DISTRICT



SCHOOL DISTRICT



ORANGE LETTERS



SCHOOL DISTRICT



SCHOOL DISTRICT



WHITE LETTERS



SCHOOL DISTRICT



SCHOOL DISTRICT



COMMON LOGO MISUSE & VIOLATIONS



NEVER distort marks



NEVER use unapproved colors



NEVER change or alter typography



NEVER use inappropriate or unapproved taglines

WATERMARK & PAW PRINT LOGOMARKS

WATERMARK

PAW LOGO

COLOR



BLACK



WHITE



OUTLINED PAW LOGO

COLOR



BLACK & WHITE



BLACK & WHITE - REVERSE



ATHLETIC WORDMARK LOGOS

WORDMARK (COLOR)



WORDMARK HORIZONTAL (COLOR)



WORDMARK
(BLACK, GREY & WHITE)



WORDMARK HORIZONTAL
(BLACK, GREY & WHITE)



ATHLETIC TIGER LOGOS

TIGER HEAD WITH WORDMARK
(COLOR)



TIGER HEAD WITH WORDMARK
(BLACK, GREY & WHITE)



FULL BODY WITH WORDMARK
(COLOR)



FULL BODY WITH WORDMARK
(BLACK, GREY & WHITE)



SPIRIT LOGOS

FULL BODY WITH WORDMARK
AND TAGLINE (COLOR)



FULL BODY WITH WORDMARK
AND TAGLINE (BLACK, GREY & WHITE)



TIGER HEAD (COLOR)



FULL BODY-BLACK CIRCLE (COLOR)



FULL BODY (COLOR)



TIGER HEAD
(BLACK, GREY & WHITE)



FULL BODY-BLACK CIRCLE
(BLACK, GREY & WHITE)



FULL BODY
(BLACK, GREY & WHITE)



SCHOOL LOGOS



SCHOOL LOGOS



SCHOOL LOGOS





SCHOOL LOGOS



BUCHANAN



BUCHANAN K-1 CENTER



MADISON



MADISON 2-3 CENTER



WASHINGTON



WASHINGTON 4-5 CENTER



MIDDLE SCHOOL



HIGH SCHOOL

SCHOOL LOGOS



HURON COLONY



RIVERSIDE COLONY



OUR HOME



TIGERS



SUPERINTENDENT OF SCHOOLS



BUSINESS OFFICE



ACTIVITIES OFFICE



SPECIAL SERVICES

SCHOOL LOGOS



ESL



**INSTRUCTIONAL
PLANNING CENTER**



TRANSPORTATION



SCHOOL NUTRITION



HS COUNSELING SERVICES



BOARD OF EDUCATION



CTE



**CAREER & TECHNICAL
EDUCATION**

SCHOOL LOGOS



BUCHANAN



BUCHANAN K-1 CENTER



MADISON



MADISON 2-3 CENTER



WASHINGTON



WASHINGTON 4-5 CENTER

SCHOOL LOGOS



MIDDLE SCHOOL



HIGH SCHOOL



HURON XC

All approved buildings, departments and activities may be used as well.

SCHOOL LOGOS



BUCHANAN



BUCHANAN K-1 CENTER



MADISON



MADISON 2-3 CENTER



WASHINGTON



WASHINGTON 4-5 CENTER

SCHOOL LOGOS



MIDDLE SCHOOL



HIGH SCHOOL

All approved buildings, departments and activities may be used as well.

ACTIVITY LOGOS



ACTIVITY LOGOS



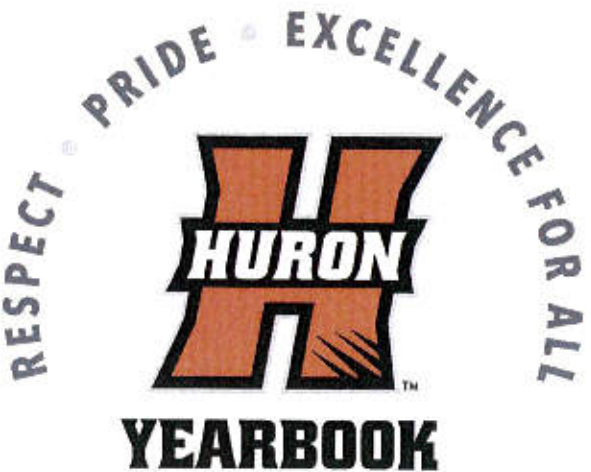
ACTIVITY LOGOS



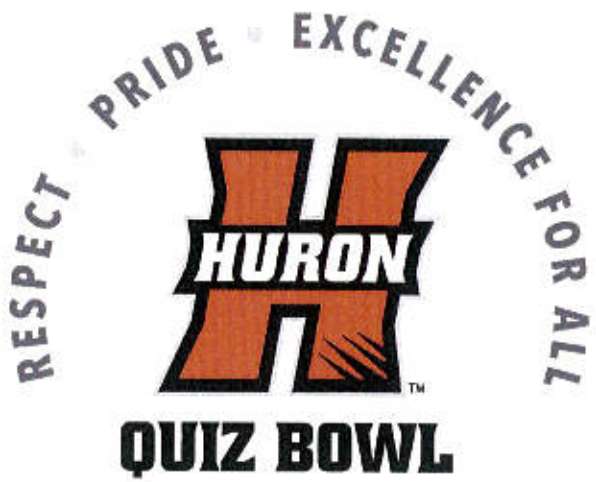
ACTIVITY LOGOS



ACTIVITY LOGOS



ACTIVITY LOGOS



ACTIVITY LOGOS





ACTIVITY LOGOS



ATHLETICS



TIGER ATHLETICS



ACTIVITIES



FINE ARTS



VOLLEYBALL



FOOTBALL



BASKETBALL



WRESTLING

ACTIVITY LOGOS



SOCCER



TENNIS



TRACK & FIELD



CROSS COUNTRY



GOLF



CHEER & DANCE



CHEER



DANCE

ACTIVITY LOGOS



GYMNASTICS



FFA



ORCHESTRA



CHOIR



BAND



JAZZ BAND



**TIGER
MARCHING BAND**



**NATIONAL
HONOR SOCIETY**

ACTIVITY LOGOS



STUDENT COUNCIL



SPEECH & DEBATE



ORAL INTERPRETATION



DEBATE



YEARBOOK



DRAMA



JOURNALISM



FBLA

ACTIVITY LOGOS



DESTINATION IMAGINATION



INTERNATIONAL CLUB



QUIZ BOWL



GERMAN CLUB



SPECIAL OLYMPICS



SPANISH CLUB



TIGER CUB BAND



TIGER NETWORK

ACTIVITY LOGOS







ACTIVITY LOGOS







ACTIVITY LOGOS





HURON
TIGERSTM
ACTIVITIES

HURON
TIGERSTM
ATHLETICS

HURON
TIGERSTM
FINE ARTS

HURON
TIGERSTM
BASKETBALL

HURON
TIGERSTM
VOLLEYBALL

HURON
TIGERSTM
FOOTBALL

HURON
TIGERSTM
SOCCER

HURON
TIGERSTM
TENNIS











HURON

TIGERS

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HURON

TIGERS

APPAREL POLICY

The logos on the following pages are only to be used on apparel or items that will be one or two color print due the increase of prices using more colors.

- The logos may be printed on any color, as long as both colors are printed.
- The logos may be printed as one color, as long as the secondary color is the color of the shirt.
- These color changes may be made to the corresponding building, department and activity logos.

Exception: The following 2 logos.

- May be printed as single color (black, white or orange)
- Any color shirt may be used and have the color of the shirt show through.

WORDMARK



WORDMARK HORIZONTAL



APPAREL ONLY LOGOS

PRIMARY DISTRICT LOGO

ORANGE & WHITE



ORANGE & WHITE - REVERSE



BLACK & ORANGE



BLACK & ORANGE - REVERSE



HURON "H" WITH TAG LOGO

ORANGE & WHITE



ORANGE & WHITE - REVERSE



BLACK & ORANGE



BLACK & ORANGE - REVERSE



APPAREL ONLY LOGOS

SECONDARY DISTRICT LOGO

ORANGE & WHITE



ORANGE & WHITE - REVERSE



BLACK & ORANGE



BLACK & ORANGE - REVERSE



HURON "H" LOGO

ORANGE & WHITE



ORANGE & WHITE - REVERSE



BLACK & ORANGE



BLACK & ORANGE - REVERSE



APPAREL ONLY LOGOS

TIGER HEAD
(BLACK & WHITE)



FULL BODY-BLACK CIRCLE
(BLACK & WHITE)



FULL BODY
(BLACK & WHITE)



TIGER HEAD
(ORANGE & WHITE)



FULL BODY-BLACK CIRCLE
(ORANGE & WHITE)



FULL BODY
(ORANGE & WHITE)



TIGER HEAD
(BLACK & ORANGE)



FULL BODY-BLACK CIRCLE
(BLACK & ORANGE)



FULL BODY
(BLACK & ORANGE)



APPAREL ONLY LOGOS

WORDMARK (BLACK & WHITE)



WORDMARK HORIZONTAL
(BLACK & WHITE)



WORDMARK (BLACK & WHITE - REVERSE)



WORDMARK HORIZONTAL
(BLACK & WHITE - REVERSE)



WORDMARK (ORANGE & WHITE)



WORDMARK HORIZONTAL
(ORANGE & WHITE)



WORDMARK (ORANGE & WHITE - REVERSE)



WORDMARK HORIZONTAL
(ORANGE & WHITE - REVERSE)



WORDMARK (BLACK & ORANGE)



WORDMARK HORIZONTAL
(BLACK & ORANGE)



WORDMARK (BLACK & ORANGE - REVERSE)



WORDMARK HORIZONTAL
(BLACK & ORANGE - REVERSE)



APPAREL ONLY LOGOS

TIGER HEAD WITH WORDMARK
(BLACK & WHITE)



TIGER HEAD WITH WORDMARK
(BLACK & WHITE - REVERSE)



TIGER HEAD WITH WORDMARK
(ORANGE & WHITE)



TIGER HEAD WITH WORDMARK
(ORANGE & WHITE - REVERSE)



TIGER HEAD WITH WORDMARK
(BLACK & ORANGE)



TIGER HEAD WITH WORDMARK
(BLACK & ORANGE - REVERSE)



APPAREL ONLY LOGOS

FULL BODY WITH WORDMARK
(BLACK & WHITE)



FULL BODY WITH WORDMARK
(BLACK & WHITE - REVERSE)



FULL BODY WITH WORDMARK
(ORANGE & WHITE)



FULL BODY WITH WORDMARK
(ORANGE & WHITE - REVERSE)



FULL BODY WITH WORDMARK
(BLACK & ORANGE)



FULL BODY WITH WORDMARK
(BLACK & ORANGE - REVERSE)



APPAREL ONLY LOGOS

FULL BODY WITH WORDMARK
AND TAGLINE (BLACK & WHITE)



FULL BODY WITH WORDMARK
AND TAGLINE (BLACK & WHITE - REVERSE)



FULL BODY WITH WORDMARK
AND TAGLINE (ORANGE & WHITE)



FULL BODY WITH WORDMARK
AND TAGLINE (ORANGE & WHITE - REVERSE)



FULL BODY WITH WORDMARK
AND TAGLINE (BLACK & ORANGE)



FULL BODY WITH WORDMARK
AND TAGLINE (BLACK & ORANGE - REVERSE)

