

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 23, 2023
5:30 p.m.



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

| | |
|-------------|---|
| January 27 | Earliest Date to Begin Circulating or File Nomination Petitions for School Board Election |
| February 1 | Early Release |
| February 13 | Board of Education Meeting – 5:30 p.m. – IPC |
| February 17 | No School |
| February 20 | President's Day – No School |
| February 24 | 5:00 p.m. – Deadline for Filing Nominating Petitions for School Board Election |
| February 27 | Board of Education Meeting – 5:30 p.m. – IPC |
| April 11 | School Board Election |
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent recommends approval of the following:

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

Classified personnel and substitute teachers must be approved in order to be covered by our workmen's compensation plan.

 - 1) Htee Hser/Volunteer/McKinley Learning Center and Madison 2-3 Center
 - 2) Trent Francom/Volunteer/Wrestling Program
 - 3) Lu Doh Bwe/On-Call Interpreter – District/\$24.01 per hour
 - 4) Lenore Garrels/School Nutrition-Trainer/Coordinator/\$19.46 per hour
 - 5) Drew Palmquist/School Nutrition-Trainer/Coordinator/\$20.30 per hour
 - 6) Vicki Ranney/School Nutrition-MS Assistant Dish Machine Operator/\$19.85 per hour
 - 7) Will Radke/Volunteer/CTE Building Trades
 - 8) Tamara Luce/ TAP Site Greeter - \$18.11 per hour, TAP Classroom Leader - \$18.11 per hour and TAP Site Supervisor - \$32.77 per hour
 - 9) Sydney Freideman/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour

- c) **Resignations for Board Approval**
 - 1)
- d) **Contracts for Board Approval**
 - 1)
- e) **Permission to advertise for bids for two yellow school buses** to be paid for with the 2023-2024 Capital Outlay Budget
- f) **CORE Educational Cooperative** contract amendment to reflect state mileage rate increase
- g) **Advertising Agreement Renewal – Huron Arena:**
 - Precision Auto Body Design – 2023
 - American Family Insurance-Volquardsen & Associates, Inc. – 2023
 - Ellwein Brothers Distributing – 2023
 - Farmers Union Service Association of SD – 2023, 2024
- h) **Permission to Operate ESL Summer School** at the Middle School from June 5 – June 23 for a total of 12 days. (Mon-Thu except third week due to observance of Juneteenth holiday; classes that week will be Tue-Fri.)
- i) **Intent to Apply for Grant Funding**

| | |
|------------------------|---|
| Group Applying | ESL Summer School |
| Contact Person | Jolene Konechne |
| Name of Award | Dollar General Summer Reading |
| Name of Funder | Dollar General |
| Amount to be Requested | \$3,000 |
| Project Focus | Summer reading BINGO for ESL Summer School students K-7 |
- j) **Intent to Apply for Grant Funding**

| | |
|------------------------|---------------------------------------|
| Group Applying | 8 th gr Science Department |
| Contact Person | Elizabeth Katz |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$200 |
| Project Focus | Replenish yearly lab supplies |
- k) **Intent to Apply for Grant Funding**

| | |
|------------------------|--|
| Group Applying | Huron Middle School |
| Contact Person | Tammy Barnes |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$1,083 |
| Project Focus | Publish a book for each 7 th gr writing student For the 2023-2024 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 to:

- **The following HHS Senior Boys Soccer players were selected to participate in the Senior All Star game in February in Sioux Falls: Sha Sher (12 gr), Tah Hey Lawla Htoo (12 gr), Edwin (Alex) Bautista Rosales (12 gr), and Wah Sa Ro (12 gr)**

- **Leah Branaugh (Head Coach Boys Soccer)** for receiving an award from the Karen Community for her "*Hard Work & Dedication, For The Good of Our Karen Community*"
- **Chelsey Timm (Para Educator @Buchanan) and Christopher Joy** on the birth of their daughter, Berklynn Delphine. She was born January 15th, weighing 7lbs, 5 oz and 19.5" long
- **Roni (Para Educator @McKinley) and Brandon Bergquist** on the birth of their daughter, Luna Lavilla. She was born January 17th, weighing 7lbs, 11 oz and 20" long
- **Hailey Schoenfelder (8 gr) and Kira Wallenstein (8 gr)** for qualifying for the SD Music Education Association MS All State Band. MS All State Band will be in Huron on March 3-4 with a concert on Saturday, March 4 at the HS Auditorium at 3:00pm

Thank You to:

- **Prairie Bible Church of Carpenter, SD** for the monetary donation for Winter clothing/gear for the Huron Elementary Schools
- **Paula McCracken** for the donation of an animated toy to the Birth-3 program
- **Jackie Vlieger** for the donation to McKinley Learning Center
- **Hope Lutheran Church** for their donation of hats and gloves to Madison 2-3 Center and Buchanan K-1 Center
- **Gary Caviezel and an out of state hunting friend** for the donation of coats, snow pants, and gloves to the Buchanan K-1, Madison 2-3, and Washington 4-5 students
- **HHS National Honor Society** for donating gloves to Buchanan K-1 Center
- **Huron Area Education Federal Credit Union** for always remembering Buchanan K-1 Center with candy and Christmas treats
- **Roxy Ford** for donating hundreds of clothes pins for crafts at Buchanan K-1 Center
- **VFW Auxiliary** for the hats and gloves that were donated to Buchanan K-1 Center
- **Career & Technology Education Month** is February
- **HSD School Counselors** as February 6-10 is School Counselors Appreciation Week

10. REPORTS TO THE BOARD

- a) **Classified Employee of the Month** – Presented by Heather Rozell
Kyle Will, ESL Para Educator, Madison 2-3 Center, has been selected as Classified Employee of the Month for January 2023. Nomination comments are included in this packet. Congratulations Kyle!
- b) **Good News Report – McKinley Learning Center** – Presented by Marisa Krekelberg, Alyssa Aker, Destinni Girton, Megan McFarland, Courtney Frankenstein, Gail Styer, Heather Goehner
- c) **LAN Report** – Tim Van Berkum
- d) **District Wide Facilities Report**
- e) **Superintendent's Report**

11. OLD BUSINESS

- a) **Draft Calendars 2023-2024 & 2024-2025 - Calendar Committee**
Recommendation – 1st Reading
- b) **Policy GCD Professional Staff Hiring** – 1st Reading

12. NEW BUSINESS

- a) Consider accepting the Clean Diesel/VW Program Rebate Agreement, ID Number DERA264 in the amount of \$23,212.50 to be used towards the purchase of a school bus

b)

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

| <u>Vendor Name</u> | | <u>Vendor Description</u> | <u>Amount</u> |
|---|---|---------------------------|---------------|
| Checking | 1 | | |
| Checking | 1 | Fund: 10 GENERAL FUND | |
| BARNES & NOBLE | | SUPPLIES | 155.90 |
| BECK ACE HARDWARE | | SUPPLIES | 75.07 |
| BUREAU OF ADMINISTRATION | | COMMUNICATIONS | 171.99 |
| CAPITAL ONE | | SUPPLIES | 30.98 |
| CASTER HQ | | SUPPLIES | 65.48 |
| CLIMATE SYSTEMS, INC. | | SUPPLIES | 150.00 |
| COLE PAPERS, INC. | | SUPPLIES | 1,088.66 |
| DECKER INC. SCHOOL FIX | | SUPPLIES | 42.05 |
| ENTERPRISE FUND | | SUPPLIES | 2,137.50 |
| FARMERS CASHWAY | | SUPPLIES | 22.98 |
| FLAGHOUSE, INC. | | SUPPLIES | 483.72 |
| FOREMAN SALES & SERVICE, INC. | | SUPPLIES | 878.86 |
| FRANKLIN PLANNER CORPORATION | | SUPPLIES | 44.95 |
| FULL COMPASS SYSTEM | | SUPPLIES | 654.00 |
| GRAINGER | | SUPPLIES | 603.20 |
| GRAYSON AUTO PARTS | | SUPPLIES | 23.94 |
| HILLYARD/SIOUX FALLS | | SUPPLIES | 1,193.26 |
| HURON AREA CENTER FOR INDEPENDENCE, INC. | | PROF SVC | 305.14 |
| HURON CHAMBER & VISITORS BUREAU | | SUPPLIES | 406.00 |
| INNOVATIVE OFFICE SOLUTION | | SUPPLIES | 994.92 |
| J.W. PEPPER & SON, INC. | | SUPPLIES | 957.69 |
| JOSTENS | | SUPPLIES | 1,124.95 |
| KIBBLE EQUIPMENT | | SUPPLIES | 26.69 |
| KRANZ'S SMALL ENGINE REPAIR | | REPAIRS | 173.16 |
| LEWIS DRUG | | SUPPLIES | 30.96 |
| MAKE MUSIC, INC. | | SOFTWARE | 99.00 |
| MATHESON TRI-GAS INC | | SUPPLIES | 102.79 |
| MEDCO SUPPLY CO | | SUPPLIES | 128.58 |
| MG OIL COMPANY | | SUPPLIES | 11,455.90 |
| MIDCONTINENT COMMUNICATIONS | | COMMUNICATIONS | 38.83 |
| MIDWEST FIRE & SAFETY | | FIRE SAFETY SERVICE | 2,545.00 |
| NAPA CENTRAL | | SUPPLIES | 108.07 |
| NORTH CENTRAL BUS SALES | | SUPPLIES | 113.15 |
| NORTHWEST PIPE FITTINGS, INC. | | SUPPLIES | 1,691.13 |
| NORTHWESTERN ENERGY | | UTILITIES | 50,305.50 |
| OFFICE PEEPS | | SUPPLIES | 1,485.00 |
| OTC BRANDS INC. | | SUPPLIES | 816.28 |
| PREMIER EQUIPMENT | | SUPPLIES | 404.10 |
| PROSTROLLO MOTOR SALES, INC. | | REPAIRS | 968.67 |
| PUBLIC RECORDS BULLETIN | | SUPPLIES | 105.00 |
| RUNNINGS | | SUPPLIES | 113.90 |
| SCHOOL SPECIALTY LLC | | SUPPLIES | 448.62 |
| SDN COMMUNICATIONS | | COMMUNICATIONS | 922.32 |
| STAPLES | | SUPPLIES | 1,629.44 |
| VENTRIS LEARNING LLC | | SUPPLIES | 90.00 |

| <u>Vendor Name</u> | <u>Vendor Description</u> | <u>Amount</u> |
|---------------------------------|---------------------------|------------------|
| WASTE MANAGEMENT CORPORATE SVCS | SERVICES | 359.95 |
| WEST WAY TRAILERS | SUPPLIES | 332.40 |
| Fund Total: | | 86,105.68 |

| <u>Checking</u> | <u>1</u> | <u>Fund: 21</u> | <u>CAPITAL OUTLAY FUND</u> | |
|-------------------------------|----------|-----------------|----------------------------|------------------|
| BARNES & NOBLE | | | SUPPLIES | 148.28 |
| BOUND TO STAY BOUND | | | BOOKS | 635.26 |
| BUSCH CONSTRUCTION | | | PROF SVC | 650.00 |
| CLIMATE SYSTEMS, INC. | | | SUPPLIES | 53,316.00 |
| COLE PAPERS, INC. | | | SUPPLIES | 1,093.76 |
| FOLLETT CONTENT SOLUTIONS LLC | | | SUPPLIES | 753.18 |
| MYSTERY SCIENCE INC. | | | COMPUTER LICENSING | 15,540.00 |
| NORTHWEST PIPE FITTINGS, INC. | | | SUPPLIES | 3,407.04 |
| OFFICE PEEPS | | | SUPPLIES | 1,750.00 |
| PENWORTHY COMPANY | | | SUPPLIES | 165.69 |
| Fund Total: | | | | 77,459.21 |

| <u>Checking</u> | <u>1</u> | <u>Fund: 22</u> | <u>SPECIAL EDUCATION FUND</u> | |
|--------------------------------|----------|-----------------|-------------------------------|-------------------|
| CORE EDUCATIONAL COOPERATIVE | | | PROF SVC | 2,738.40 |
| MCCROSSAN BOYS RANCH | | | TUITION | 595.56 |
| NCS PEARSON, INC. | | | SUPPLIES | 117.45 |
| OFFICE PEEPS, INC. | | | SUPPLIES | 148.50 |
| SIOUX FALLS SCHOOL DISTRICT | | | TUITION | 6,034.49 |
| Fund Total: | | | | 9,634.40 |
| Checking Account Total: | | | | 173,199.29 |

| <u>Checking</u> | <u>4</u> | <u>Fund: 51</u> | <u>SCHOOL NUTRITION FUND</u> | |
|--------------------------------|----------|-----------------|------------------------------|---------------|
| EH, SER | | | REFUND | 50.20 |
| MG OIL COMPANY | | | SUPPLIES | 54.52 |
| Fund Total: | | | | 104.72 |
| Checking Account Total: | | | | 104.72 |

| <u>Checking</u> | <u>5</u> | <u>Fund: 53</u> | <u>ENTERPRISE FUND</u> | |
|--------------------------------|----------|-----------------|------------------------|-----------------|
| HENRY'S FOODS, INC. | | | FOOD | 2,423.54 |
| MIDWEST MINIMELTS | | | FOOD | 1,401.54 |
| Fund Total: | | | | 3,825.08 |
| Checking Account Total: | | | | 3,825.08 |

**CORE Educational Cooperative
PO Box 518
Platte, SD 57369
#CORE2023-001 (Amendment)**

This Agreement is between **CORE Educational Cooperative** and the **Huron School District** in regards to speech therapy services.

Dates for Services will be October 1, 2022 through June 30, 2023.

- A. The CORE Educational Cooperative's Federal Identification Number is #81-4455958.
- B. CORE agrees to provide Speech and Language services to the Huron School District when school is in regular session at the rate of \$480.00 per day and mileage reimbursement at the state rate. If services are provided by an SLPA, the daily rate will be \$250.00 per day and mileage reimbursement at the state rate. If services are provided through teletherapy, an hourly rate of \$60.00 will be charged.

Huron School District will make payments upon completion of services and receipt of invoice from the CORE Educational Cooperative. Invoices will begin September 15, 2022 and will end May 30, 2023.

1. Amendment Provision:

This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.

In witness hereto the parties signify their agreement by signature affixed below:

Printed Name

Printed Name

Signature Date
CORE Educational Cooperative
612 S. Main Street
PO Box 518
Platte, SD 57369

Signature Date
Huron School District
PO Box 949
Huron, SD 57350

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this ____ day of _____, 202____, by and among PRECISION AUTO BODY DESIGN ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated February 8, 2016 (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, 2023, and ending on December 31, 2023.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial WRS

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2022: For services rendered January 1, 2023 to December 31, 2023.

Payment #1: \$ _____ Payment due on or before _____

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: Precision Auto Body Design

By Warren W. Storm
[authorized signature only]

WARREN W. STORM
[print or type name clearly]

Title Owner
Dated 1-4-23

Address: 1278 LINCOLN AVE SW
City, State, Zip: HURON, SD 57350
Phone: 605 - 352 - 5353

Fax: 605 - 352 - 5566

Email Address: WARREN @ Precision Auto Body DESIGN . com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 8th day of January, 2023, by and among AMERICAN FAMILY INSURANCE-VOLQUARDSSEN & ASSOCIATES, INC. ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated March 11, 2021 (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, 2023, and ending on December 31, 2023.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial AV

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2022: For services rendered January 1, 2023 to December 31, 2023.

Payment #1: 2500 Payment due on or before January 31st 2023.

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: AMERICAN FAMILY INSURANCE-VOLQUARDSSEN & ASSOCIATES, INC.

By [Signature]
[authorized signature only]

Kristal Volquardsen, President
[print or type name clearly]

Title President
Dated 1-8-2023

Address: 312 Kansas Ave SE
City, State, Zip: Huron, SD 57350
Phone: 605-352-4943
Fax: _____
Email Address: Kvolguar@amfam.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 10 day of January, 2023, 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, 2023, and ending on December 31, 2023.
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 2023: For services rendered January 1, 2023 to December 31, 2023.

Payment #1: \$ _____ Payment due on or before _____

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 owner

Dated 1-10-2023

Address: Box 136

City, State, Zip: Huron SD 57350

Phone: 605-357-2620

Fax: 605-352-7603

Email Address: normae@ellweinbrothers.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 9 day of January, 2023, by and among FARMERS UNION SERVICE ASSOCIATION OF SD ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Huron Arena dated June 30, 2004 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

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

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

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 2 (two) years from and after January 1, 2023, and ending on December 31, 2024.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be a 15% discounted rate of \$5,100 (five thousand one 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 VR

Owner Initial _____

4. Clarification. Daktronics has a limited non-exclusive right to use Farmers Union Insurance's trademarks and brands only in the manner and for the purposes set forth in this Agreement, subject to Farmers Union's prior approval.

PAYMENT SCHEDULE

Agreement year 2023: For services rendered January 1, 2023 to December 31, 2023.

Agreement year 2024: For services rendered January 1, 2024 to December 31, 2024.

Please select a renewal option:

X Renewing Huron Arena for \$5,100 per year.

Huron Arena Payment Schedule for 2023.

Payment #1: \$ 1275 Payment due on or before April 1, 2023

Payment #2: \$ 1275 Payment due on or before June 1, 2023

Payment #3: \$ 1275 Payment due on or before Oct 1, 2023

Payment #4: \$ 1275 Payment due on or before Dec 31, 2023

Huron Arena Payment Schedule for 2024.

Payment #1: \$ 1275 Payment due on or before April 1, 2024

Payment #2: \$ 1275 Payment due on or before June 1, 2024

Payment #3: \$ 1275 Payment due on or before Oct 1, 2024

Payment #4: \$ 1275 Payment due on or before Dec 31, 2024

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

Advertiser Initial VR

Owner Initial _____

ADVERTISER: Farmers Union Service Association of SD

By Kevin Ressler
[authorized signature only]

Kevin Ressler
[print or type name clearly]

Title Chief Sales, Marketing, & Brand Officer

Dated 1/9/23

Address: 3801 Memorial Hwy # A PMB #103

City, State, Zip: MANDAN, ND 58554

Phone: 701-952-1144

Fax: 701-751-4438

Email Address: Kevin.Ressler@furnic.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____



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: 1/18/2023 Contact Person: Jolene Konechne

Group Applying: ESL Summer School

Name of Grant/Award: Dollar General Summer Reading

Name of Funder: Dollar General Contact Person: dgliteracy.org

Amount to be Requested: \$3,000 Funder's Submission Due Date: February 16, 2023

Project Focus: Summer reading BINGO for ESL Summer School students K-7.

How awarded amount received? xx Full amount up front Reimbursement

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

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

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

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - 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: Jolene Konechne 1/18/2023
Building/Department Administrator Date

Signature: Linda J Pietz 1/18/2023
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 1-19-2023
Kelly Christopherson, Business Manager Date

Presented to School Board:



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: 1/17/23 Contact Person: Elizabeth Katz

Group Applying: 8th Science Department

Name of Grant/Award: ABTT Spirit Card

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

Amount to be Requested: ~~\$2000~~ \$250.00 Funder's Submission Due Date: Feb. 10th, 2023

Project Focus: Replenish yearly lab supplies

How awarded amount received? X Full amount up front Reimbursement

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

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

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

- Please note:
- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
 - A copy of the completed grant application must be available upon request.
 - The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - 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 Willemssen Date: Jan. 18, 2023
Building/Department Administrator

Signature: Linda J. Pietz Date: Jan. 19, 2023
Linda J. Pietz, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 1-19-2023
Kelly Christopherson, Business Manager

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: 1-17-23 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: \$1083.00 Funder's Submission Due Date: February 10, 2023

Project Focus: Publishing a book for each 7th grade writing student for 2023-24 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:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - 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 Willemssen Date: January 18, 2023
Building/Department Administrator

Signature: Linda J Pietz Date: Jan. 19, 2023
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 1-19-2023
Kelly Christopherson, Business Manager

Presented to School Board: _____

Classified Employee of the Month

| | |
|----------|---------------------------------------|
| Name | Kyle Will |
| Position | ESL Para Educator, Madison 2-3 Center |
| Date | January 2023 |

The staff of the Madison 2-3 Center would like to nominate Kyle Will, for the Classified Employee of the month. Kyle is a very hard worker and a team player. Below are some of the things Kyle's co-workers wrote about him:

- Kyle is a great role model for our students.
- Kyle is kind, patient & caring.
- Kyle exhibits working knowledge of the content and goes above and beyond outside of school hours to make sure he is prepared. He understands, maintains, and practices confidentiality at all times.
- Kyle is always friendly to staff and student
- Kyle always has a positive attitude and gets along with everyone
- Kyle is very genuine with the kids and has a great relationship with the students. He is committed.
- Kyle has a great sense of humor. He is an outstanding employee and person.
- Kyle is always friendly and helpful – he goes above and beyond.
- Kyle's reliability, preparedness, and punctuality is second to none.
- Kyle is an essential part of the 3rd grade ESL program at Madison
- Kyle is always kind, respectful and caring for all students and staff
- Kyle is an excellent communicator and has a positive, flexible attitude when cooperating with all staff.
- Kyle's smile is contagious; he is always happy and fun to be around. He is a pleasure to work with.

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

Madison 2-3 Center Staff



Huron School District Academic Calendar 2023-2024 School Year

(PTC / OH / ER subject to change)

School Board Approved 00/00/2023

| AUGUST 2023 (10) | | | | | | |
|------------------|--------|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | +7++ | +8 | +9 | +10 | 11 | 12 |
| 13 | Δ14ΔΔΔ | Δ15^ | Δ16 | ⊖17✓ | 18✓ | 19 |
| 20 | 21✓ | 22✓ | 23κ | 24 | 25 | 26 |
| 27 | 28 | 29 | +30 | Δ31 | | |

+ New Teach Wkdays ++ New teach lunch/sub in-service Δ Teach In-service ΔΔ All Staff In-service 9:30-12:15 + Early Release # Elem Open House (K-1 4:00-5:00) (2-3 5:15-6:30) (4-5 6:45-8:00) ^MS Open House 5-6:00
⊖ Aug 17 - 1st Day of School ✓ Kindergarten Screen κ Aug 23 - Kindergarten 1st Day

| SEPTEMBER 2023 (19=29) | | | | | | |
|------------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | | | | Δ1 | 2 |
| 3 | Δ4 | 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 4 = 1st Day of TAP
× HS PT Conferences (5:30-8:30 pm)
(_ Homecoming Parade) † Early Release

| OCTOBER 2023 (21=50) | | | | | | |
|----------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| 1 | 2 | 3 | +4 | 5 | 6 | 7 |
| 8 | Δ9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

Δ Native American Day † Early Release ⊠ 4-5 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45)
⊠ MS PT Conf (3:30 to 6:30)

| NOVEMBER 2023 (18=68) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | | +1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | Δ10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | Δ22 | Δ23 | Δ24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

† Early Release ♦ Vet Day ♦ Holiday Break × HS PT Conferences (5:30-8:30 pm)
* K-1 PT Conf (3:30-6:45)

| DECEMBER 2023 (16=84) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| 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 | Δ25 | Δ26 | Δ27 | Δ28 | Δ29 | 30 |
| 31 | | | | | | |

† Early Release ♦ Holiday Break

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (84 days)

End of 2nd Semester - (90 days)

| JANUARY 2024 (20=104) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | Δ1 | Δ2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | +10 | 11 | 12 | 13 |
| 14 | Δ15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

♦ New Year's Day Holiday Δ Teach In-service † Early Release ♦ Martin Luther King Holiday
× HS PT Conferences (5:30-8:30 pm)

| FEBRUARY 2024 (19=123) | | | | | | |
|------------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | +7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | Δ16 | 17 |
| 18 | Δ19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | | |

† Early Release ♦ Vacation ♦ Presidents' Day ⊠ 4-5 PT Conf (3:30-6:45)

| MARCH 2024 (17=140) | | | | | | |
|---------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | +6 | 7 | Δ8 | 9 |
| 10 | 11 | 12 | 13 | 14 | Δ15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | Δ29 | 30 |
| 31 | | | | | | |

† Early Release ♦ Spring Break × HS PT Conferences (5:30-8:30 pm)

** 2-3 PT Conf (3:30-6:45) * K-1 PT Conf (3:30-6:45) ⊠ MS PT Conf (3:30 to 6:30)

| APRIL 2024 (21=161) | | | | | | |
|---------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | Δ1 | 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 2024 (13=174) | | | | | | |
|-------------------|-----|------|-----|------|------|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | | +1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | Δ15 | 16 | ⊙17+ | 18 |
| ΔΔ19 | Δ20 | 21 | 22 | 23 | 24 | 25 |
| 26 | Δ27 | 28 | 29 | 30 | 31 | |

⊙ Last day of classes Δ Teacher Checkout ♦ Memorial Day +Early release

Δ Baccalaureate = Last Day of TAP

ΔΔ Graduation

Staff Development - Early Release Days

Aug 30 Sep 13 Oct 4 Nov 1 Dec 6

Jan 10 Feb 7 Mar 6 Apr 3 May 1

(Sep , May 17 also Early Release)

MAKE-UP DAYS FOR SNOW

May 20, 21, 22, 23, 24, 28

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

GRADUATION Sunday, May 19, 2024 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 Academic Calendar 2024-2025 School Year

(PTC / OH / ER subject to change)

School Board Approved 00/00/2023

| AUGUST 2024 (10) | | | | | | |
|------------------|------|------|-----|------|-----|-----|
| 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 Teach Wkdays ++ New teach lunch/sub in-service 15 Teach In-serve 15 All Staff In-service 9:30-12:15 15 Aug 15 - 1st Day of School Kindergarten Screen K Aug 21 - Kindergarten 1st Day + Early Release # Elem Open House (K-1 4:00-5:00) (2-3 5:15-6:30) (4-5 6:45-8:00) *MS Open House 5-6:00

| SEPTEMBER 2024 (20=30) | | | | | | |
|------------------------|-----|------|-----|------|-----|-----|
| 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) Aug 30 thru Sep 2 = 1st Day of TAP X HS PT Conferences (5:30-8:30 pm) Homecoming Parade + Early Release

| OCTOBER 2024 (22=52) | | | | | | |
|----------------------|-----|------|-----|------|-----|-----|
| SUN | MON | TUES | WED | THUR | FRI | SAT |
| | | 1 | +2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | +14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

+ Native American Day + Early Release 4-5 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45) MS PT Conf (3:30 to 6:30)

| NOVEMBER 2024 (17=69) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| 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 X HS PT Conferences (5:30-8:30 pm) * K-1 PT Conf (3:30-6:45)

| DECEMBER 2024 (15=84) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| 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 - (84 days)
End of 2nd Semester - (90 days)

GRADUATION Sunday, May 18, 2025 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

| JANUARY 2025 (20=104) | | | | | | |
|-----------------------|-----|------|-----|------|-----|-----|
| 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 15 Teach In-serve 15 Early Release + Martin Luther King Holiday X HS PT Conferences (5:30-8:30 pm)

| FEBRUARY 2025 (18=122) | | | | | | |
|------------------------|-----|------|-----|------|-----|-----|
| 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 + Vacation + Presidents' Day 4-5 PT Conf (3:30-6:45)

| MARCH 2025 (19=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 X HS PT Conferences (5:30-8:30 pm) ** 2-3 PT Conf (3:30-6:45) * K-1 PT Conf (3:30-6:45) MS PT Conf (3:30 to 6:30)

| APRIL 2025 (20=161) | | | | | | |
|---------------------|-----|------|-----|------|-----|-----|
| 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 2025 (13=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 |

+ Early release 15 Last day of classes 15 Baccalaureate = Last Day of TAP
** Graduation Teacher Checkout Memorial Day

Staff Development - Early Release Days


Aug 28 Sep 6 Oct 2 Nov 6 Dec 11
Jan 8 Feb 5 Mar 5 Apr 2 May 7
(Sep - Homecoming TBD, May 19 also Early Release)

MAKE-UP DAYS FOR SNOW

May 20, 21, 22, 23, 27, 28

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

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GCD Professional Staff Hiring |
| | Policies and Regulations | |

PROFESSIONAL STAFF HIRING

All professional staff members of the district will be employed by the Board upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it will be the Superintendent's duty to make another nomination.

The Superintendent will assure that all persons nominated for employment meet state certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures will assure that the principal or other administrator to be directly responsible for the work of the staff member has an opportunity to aid in his selection; however, the final recommendation to the Board will be made by the Superintendent.

All candidates will be considered on the basis of their merits, qualifications, and the needs of the district. In each instance, the Superintendent and others playing a role in the selection will seek to hire the best-qualified person for the job.

Upon approval by the Board, a **teacher staff member** will receive a written contract to be signed by the **teacher staff member**, Board president, and school district business manager.

The District may offer and, upon the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a **teacher hired to teach staff member employed** in the District. The signing bonus, moving expenses, or tuition reimbursement may be paid either in one lump sum upon completion of the **teacher's staff member's** first year of employment in the District, or in installments over a period not to exceed three years from the date the **teacher staff member** signed a contract of employment with the District, and upon the terms and conditions as may be mutually agreed upon by the School Board and the **teacher staff member**. Any signing bonus, moving expenses, or tuition reimbursement authorized by the School Board is in addition to any amount payable under a negotiated **teacher's contract**. **The School Board may negotiate any signing bonus, moving expenses, or tuition reimbursement payment with the staff member's designated collective bargaining representative.**


01/17

SD Codified Law concerning signing bonuses:

13 43 61. Signing bonus, moving expenses, or tuition reimbursement.

Notwithstanding any other provision of law, a school district may offer and, UPON the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a teacher employed in the school district.

Source: SL 2015, ch 99, § 1.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GCD Professional Staff Hiring |
| | Policies and Regulations | |

13 43 62. Payment in lump sum or installments.

Any payment authorized in § 13 43 61 may be paid as follows:

(1) In one lump sum upon completion of the teacher's first year of employment in the school district; or

(2) In installments over a period not to exceed three years from the date the teacher signed a contract of employment with the school district, and upon the terms and conditions as may be mutually agreed upon by the school district and the teacher.

Source: SL 2015, ch 99, § 2.

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

| | | | |
|---|--|---|---|
| Recipient | Huron School District 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 DERA264 |
| 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 01/11/23 |
| Contact | Kelly Christopherson 605.353.6995 | | Maximum Rebate Amount \$23,212.50 |
| <p>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.</p> | | | |
| <p>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, 2023. 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, 2023, unless funding authority is available.</p> | | | |
| <p>Offer The State of South Dakota hereby offers a rebate to Huron School District in an amount up to <u>0.25</u> of all approved costs incurred up to and not exceeding \$23,212.50 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 10, 2023.</p> | | | |
| Signature of Award Official | | Typed Name and Title Hunter Roberts, Secretary | Date |
| <p>Please check if you are Accepting or Declining this Rebate Agreement</p> <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 may be engine model year 2010 or newer if the replacement bus is going to have zero tailpipe emissions or meet CARB low-NOx requirements.
- 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, 2023.**
- New buses with 2021 engine model 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, record of bus being disabled or scrapped (Certificate of Disposal Form) and colored photos, the DANR Request for Reimbursement Form, WV-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, 2023.
- 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, 2023, 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, 2023, 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 or older diesel bus with a 2021 engine model year or newer engine certified to EPA emission standards. The existing bus may be 2010 or newer if replacing with a 2021 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. **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.