

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
August 28, 2023
5:30 p.m.



1. **Call to Order**
2. **Introduction of Student Board Member**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Adoption of the Agenda**
6. **Dates to Remember**

August 30	Early Release – State Fair
August 31	No School/South Dakota State Fair
September 1	No School/South Dakota State Fair
September 1-4	South Dakota State Fair
September 4	Labor Day Holiday / South Dakota State Fair
September 11	Board of Education Meeting 5:30 p.m. – IPC
September 15	Homecoming – Early Release
September 16	Huron School District Foundation Golf Tournament
September 25	Board of Education Meeting 5:30 p.m. – IPC
September 25	High School Parent/Teacher Conferences 5:30-8:30 p.m.
7. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
8. **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)
9. **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) Katie Miller/Substitute Teacher - \$160 per day/Substitute
Para-Educator - \$19.16 per hour
 - 2) Mandy Bahr/Food Service, Head Cook, Middle School - \$21.18 per hour
 - 3) Patricia Watson/Substitute Teacher - \$160 per day/Substitute
Para-Educator - \$19.16 per hour
 - 4) Taner Sporrer/9th FB Coach - \$5,408 per year
 - 5) Jill Hofer/Food Service Satellite, Washington 4-5 Center - \$20.04 per hour
 - 6) Casey Trowbridge/Braille Instructor, Buchanan - \$21.84 per hour
 - 7) Roni Bergquist/0.5 Preschool Teacher, McKinley - \$30 per hour / .5 SPED
Para Educator, McKinley - \$21.85 per hour

- 8) Jonna Zurbrigen/Asst GYM Coach - \$5,408 per year
- 9) Lindsey Boomsma/SPED Para Educator, Buchanan - \$21.27 per hour
- 10) Paw Ser/SPED Para Educator, Middle School - \$21.07 per hour
- 11) Yoe Kaw Paw/Title 1 Para Educator, Middle School - \$21.27 per hour
- 12) Stacey Andrews/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
- 13) Kurt Anderson/Event Clean Up, Arena/Tiger Stadium/TAC - \$28.89 per hour
- 14) Mark Owens/Food Service Substitute - \$20.04 per hour
- 15) Kelly Rotert/Part-Time Academic Evaluator - \$43.54 per hour
- 16) Jeanne Olson/ Part-Time Academic Evaluator - \$43.54 per hour
- 17) Kathy Mills/Part-Time Academic Evaluator - \$43.54 per hour
- 18) Yacqueline Sanchez/Class AAA Administrative Assistant-Custodial, McKinley Learning Center - \$23.30 per hour

c) Resignations for Board Approval

- 1) Lindsey Boomsma/SPED Para Educator, Buchanan/1 week
- 2) Jeneva Maneval/SPED Para Educator, Madison/4 months
- 3) Yacqueline Sanchez/Class 1 Administrative Assistant-Custodial/10 months

d) Contracts for Board Approval

- 1) Megan Mammenga/Licensed SLPA/\$35.76 per hour
- 2) Lisa Carr/ Revised Contract +15 Hours/+ \$2,500/\$66,375 per year
- 3) Char Carda/Revised Contract-7th Class Taught/\$84,909 per year
- 4) Heidi Holforty/Revised Contract-7th Class Taught/\$82,759 per year
- 5) Craig Jones/Revised Contract-7th Class Taught/\$102,725 per year
- 6) Mackenzie Lavallee/Revised Contract-7th Class Taught/\$64,265 per year
- 7) Jordan Mullen/Revised Contract-7th Class Taught/\$64,029 per year
- 8) Jerald Swenson/Revised Contract-7th Class Taught/\$84,117 per year
- 9) Clayton Wahlstrom/Revised Contract-7th Class Taught/\$77,089 per year
- 10) Jessica Rodacker/Revised Contract-7th Class Taught (one semester) /\$62,919 per year
- 11) Amy Velthoff/Revised Contract-7th Class Taught (one semester)/\$75,346 per year
- 12) Mike Carda/Revised Contract-7th Class Taught (one semester)/\$83,347 per year
- 13) Lauren Berkenpas/Revised Contract +15 Hours/+ \$2,500/\$69,795 per year
- 14) Gina Klabenes/Licensed SLPA/\$35.38 per hour

e) Request for Approval of Open Enrollment

The administration has received open enrollment request #OE-2023-09, #OE-2023-10 for Board approval

f) Request to Approve the Agreement for Consultant Services Between Pawlowski Speech Therapy, LLC & the Huron School District

g) Approval of Administrative Rule Waiver Application for Ma Christina Urzabia

h) Advertising Agreement Renewal – Huron Arena:

Agtegra Cooperative – 2023

i) Certified Staff Recruitment Incentive Promissory Note – Sierra Tschetter

j) Approval of Administrative Rule Waiver Application Course Equivalency Exam

k) Approval of Administrative Rule Waiver HS Credit Before Grade Nine

(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.)

10. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- **School Board President Garret Bischoff for moving into the role of First Vice President of the Associated School Boards of SD**
- **Volunteer Rhonda Kludt was recently honored by the Associated School Boards of SD with the ASBSD Community Service Award** for serving the HSD in exemplary fashion

Thank You to:

- **Huron Regional Medical Center** for the donation of cases of tissues for the elementary attendance centers
- **Sun Gold Sports** for the donation of Huron Tiger mouse pads for Employee Inservice Door Prizes
- **Karen & Bill Sunderman for the donation of a 1982 Jaguar automobile.** The car raised over \$3,000 for the CTE Center on the school auction.
- **Farmers & Merchants Bank** for the donation of donuts for the staff at the HS, Madison, Washington, & Buchanan for the first week of school
- **Army National Guard** for their donation of donuts for the staff at the HS for the first week of school
- **National Guard Support Group** for their donation of school supplies for the students of Buchanan

11. **REPORTS TO THE BOARD**

- a) **Good News Report – Jolene Konechne / Title**
- b) **Facility Planning Report – Katie Becker, JLG Architects**
- c) **Business Manager's Report**
- d) **Superintendent's Report**

12. **OLD BUSINESS**

- a) **Procurement Plan for Child Nutrition Programs** – 1st reading
- b) **Federal Grants Manual** – 1st reading
- c) **Policy DL Purchasing Procedures** – 1st reading

13. **NEW BUSINESS**

- a)
- b)

14. **ADJOURNMENT**

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>
Checking	1		
Checking	1	Fund: 10 GENERAL FUND	
ASBSD		DUES & FEES	1,845.00
BEST WESTERN PLUS RAMKOTA HOTEL		TRAVEL	294.00
BUILDERS FIRSTSOURCE		SUPPLIES	1,972.88
CREATIVE PRINTING COMPANY		SUPPLIES	4,369.33
DICK BLICK COMPANY		SUPPLIES	562.94
DRAMSTAD REFRIGERATION		REPAIRS	126.99
FREEMAN, JR., RODNEY		LEGAL SERVICES	1,100.00
HOLFORTHY, JAMIE		INCENTIVE	2,500.00
HURON CLINIC FOUNDATION, LTD		PROF SVC	220.00
MCKINLEY LEARNING CENTER		TUITION	44.00
MG OIL COMPANY		SUPPLIES	2,830.71
MIDCONTINENT COMMUNICATIONS		COMMUNICATIONS	2,352.51
NORTHWESTERN ENERGY		UTILITIES	2,470.15
RVM CONSULTING		PROF SVC	1,000.00
SWANK MOVIE LICENSING USA		SUPPLIES	2,309.00
		Fund Total:	23,997.51
Checking	1	Fund: 21 CAPITAL OUTLAY FUND	
AMAZON CAPITAL SERVICES			324.00
BUILDERS FIRSTSOURCE		SUPPLIES	1,550.00
FOLLETT CONTENT SOLUTIONS LLC		SUPPLIES	560.81
NORTH CENTRAL BUS SALES		SUPPLIES	128,009.00
OFFICE EQUIPMENT SERVICE		SUPPLIES	10,400.00
PERMA-BOUND		SUPPLIES	561.21
		Fund Total:	141,405.02
Checking	1	Fund: 22 SPECIAL EDUCATION FUND	
ASBSD		DUES & FEES	205.00
		Fund Total:	205.00
		Checking Account Total:	165,607.53
Checking	5		
Checking	5	Fund: 53 ENTERPRISE FUND	
MG OIL COMPANY		SUPPLIES	545.32
		Fund Total:	545.32
		Checking Account Total:	545.32

Halbkat, Darla

Subject: Last day

From: Lindsey Boomsma

Sent: Sunday, August 20, 2023 9:02 AM

To: Heinz, Peggy <Peggy.Heinz@k12.sd.us>; Schilling, Ralyna <Ralyna.Schilling@k12.sd.us>

Subject: [EXT] Last day

Good morning, unfortunately I have to let you know my last day at Buchanan will be tomorrow 8/21. I have accepted another position in a different field. After sitting down last week, I am not comfortable as I'd like to be with this change with younger kids, I feel that this decision will be best for me and my current situation with things going on right now in my personal life. Thank you for the opportunity and I hope you find the right fit! I appreciate it.

Peggy- I will leave my key/door fob in my mailbox at the end of the day. Thanks again

8-24-2023

I resign from my Class 1 Administrative Assistant/Custodial position (12 month) to accept the Class AAA Administrative Assistant/Custodial position (10 month) at McKinley Learning Center.

Yacqueline Sanchez

PROFESSIONAL SERVICE CONTRACT

Huron School District No. 2-2, Huron, South Dakota

Megan Mammenga

August 1, 2023

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Licensed SLPA in the Huron School District No. 2-2, whose address is City of Huron on the annual wage basis of \$ 35.76 per hour 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 08/14/2023 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The wages are to be paid the fifteenth day of each of ten or twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the hiring 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. 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.

*****CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, AUGUST 4, 2023.*****

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

ATTEST:

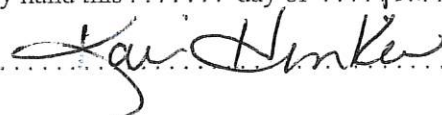
.....
Business Manager of the School District


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 15th day of August 2023

Witness: 

Sign here: 
Professional Service Provider



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/18/2023

Lisa Carr

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 **\$66,375** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

BS+15 added August 2023

BS+15

Base Contract: \$66,375

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/22/2023

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 contract 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."

Employee Signature

Lisa Carr

Date

08/18/2023 04:04 pm

Chairman of School District Board Signature

Garret Bischoff

Date

08/18/2023 03:27 pm

Business Manager of School District Signature

Kelly Christopherson

Date

08/18/2023 04:32 pm



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Charlotte Carda

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 **\$84,909** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$11,203 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BS+15

Base Contract: \$67,216

Track Varsity - Assistant \$6,490 Step 10

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Charlotte Carda

Date

08/24/2023 12:37 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Heidi Holforty

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 **\$82,759** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$11,823 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BS+15

Base Contract: \$70,936

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Heidi Holford

Date

08/24/2023.01:04 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Craig Jones

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 **\$102,725** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$14,038 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

ME

Base Contract: \$84,225

Football 7th Grade \$4,462 Step 10

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Craig Jones

Date

08/24/2023 01:13 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Mackenzie Lavallee

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 **\$64,265** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$9181 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BA

Base Contract: \$55,084

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Mackenzie Lavallee

Date

08/24/2023 12:36 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Jordan Mullen

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 **\$64,029** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$9147 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BS

Base Contract: \$54,882

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Jordan Mullen

Date

08/24/2023 01:08 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Jerald Swenson

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 **\$84,117** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$12,017 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

MCAS

Base Contract: \$72,100

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Gerald Swenson

Date

08/24/2023 01:12 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Clayton Wahlstrom

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 **\$77,089** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$9147 which is compensation for a 7th class taught two semesters during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BA

Base Contract: \$54,882

Football Varsity - Assistant \$5,516 Step 1

Wrestling Varsity - Assistant \$5,516 Step 1

Spring Strength & Conditioning \$2,028 Step 0

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Clayton R Wahlstrom

Date

08/24/2023 01:37 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Jessica Rodacker

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 **\$62,919** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$4,840 which is compensation for a 7th class taught one semester during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BA+15

Base Contract: \$62,919

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Jessica Rodacker

Date

08/24/2023 12:27 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Amy Velthoff

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 **\$75,346** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$5,297 which is compensation for a 7th class taught one semester during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

MA

Base Contract: \$68,856

Track Varsity - Assistant \$6,490 Step 10

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Amy Velthoff

Date

08/24/2023 12:44 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/23/2023

Michael Carda

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 **\$83,347** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

The above salary includes \$5,538 which is compensation for a 7th class taught one semester during the 2023-2024 school year and includes one hour of prep time daily outside of the current 8 hour day.

BS+15

Base Contract: \$71,989

HS FBLA Advisor \$2,434 Step 10

Track Varsity - Assistant \$6,490 Step 10

HS Video Productions \$2,434 Step 10

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/25/2023

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 contract 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."

Employee Signature

Michael Carda

Date

08/24/2023 01:03 pm

Chairman of School District Board Signature



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

08/21/2023

Lauren Berkenpas

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 **\$69,795** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

Contract includes + \$2500 for BS+15 earned Summer 2023

BS+15

Base Contract: \$58,472

Extra Section \$9,329 Step 0

Colony Teacher \$1,994 Step 9

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 08/23/2023

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 contract 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."

Employee Signature

Lauren Berkenpas

Date

08/21/2023 03:01 pm

Chairman of School District Board Signature

Garret Bischoff

Date

08/21/2023 03:48 pm

Business Manager of School District Signature

Kelly Christopherson

Date

08/21/2023 04:11 pm

PROFESSIONAL SERVICE CONTRACT

Huron School District No. 2-2, Huron, South Dakota

Gina Klabenes

August 1, 2023

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Licensed SLPA in the Huron School District No. 2-2, whose address is City of Huron on the annual wage basis of \$35.38 per hour 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 08/14/2023 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The wages are to be paid the fifteenth day of each of ten or twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the hiring 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. 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.

"CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, AUGUST 4, 2023"

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 24th day of August 2023

Witness: Regina Klabenes

Sign here: Regina Klabenes
Professional Service Provider

Danla Falden
08/24/2023

SERVICE CONTRACT

LETTER OF AGREEMENT

FOR CONSULTANT SERVICES BETWEEN

Consultant: Pawlowski Speech Therapy, LLC Agency: Huron School District
Christine (Tina) Pawlowski, MA-CCC/SLP

(Hereinafter referred to as Consultant)

(Hereinafter referred to as Agency)

The Consultant hereby enters into an Agreement for Consultant Services with the Agency.

I. THE CONSULTANT:

- A. Contracted services on this agreement begin on or around August 14, 2023 and run through May 31st, 2024 (and/or when the school calendar is complete) or through Extended School Year Services if needed. If the School's Special Education Director or Administration determines ESY services are needed.
- B. The Consultant's Identification Number is : EIN # 85-0923996
- C. The Consultant agrees to provide the following:
 - (1) **Up to 20 hours per week** from the period of August 14, 2023 to the end of the Huron School's school year. Services will be provided for **\$67.00/hr.**
 - (2) SLP will participate in Agency staff trainings based upon Agency Director's/Superintendent's request and SLP availability.
 - (3) Evaluations and student reports will be provided to the Agency as required.
 - (4) Required paperwork (written documentations, progress reports, etc.) as required by Agency's policy.
 - (5) Notice, if the SLP is ill or unable to perform the contracted service for a personal reason; the SLP will work with the Agency to reschedule missed contracted hours.
 - (6) Invoice for services will be billed on or before the 5th of the following month.

II. THE AGENCY:

- A. The Agency agrees to the following:
 - (1) Provide appropriate space for services to be provided.
 - (2) Provide SLPA to service students and attend meetings when necessary
 - (3) Provide use of the school's current tests, protocols, and speech therapy equipment.
 - (4) Purchase testing protocols and other needed supplies for direct student services.

III. CONTRACT CANCELLATION

Either Party may terminate this Agreement with 60 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision. In the event this Agreement is terminated, the Consultant shall work with Agency to facilitate an orderly transition of work in progress, and the Consultant shall deliver to the Agency copies of all documents and records or information to facilitate the transition upon receipt of final payment.

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

Agency Signature

(Date)

Christine M Paulowski
Consultant Signature

8/2/2023
(Date)

Paulowski Speech Therapy, LLC

1500 22nd St. Iron Station, SD 57732

605.223.4444

Office of Accreditation

Type all information or use blue or black ink.

Administrative Rule Waiver Application

Plan of Intent – 3rd year waiver

Authority to Grant Administrative Rule Waiver

24:43:08:01. Waiver of certain administrative rules and Department of Education policies. The secretary of education may waive compliance of one or more administrative rules or Department of Education policies when requested by a public school district or approved nonpublic school.

24:43:08:10. Secretary's authority to grant waivers limited. The secretary of education may not waive a state statute. The secretary may waive an administrative rule promulgated by the Department of Education or the South Dakota Board of Education, unless the language of the rule prevents waiving. The secretary may waive established Department of Education policy and procedure.

Part 1 – District Information

School District: Huron School District #2-2

Superintendent Name:

Dr. Craig Steinhoff

Phone Number:

605-353-6990

Email:

Craig.steinhoff@k12.sd.us

School Board President Name:

Garret Bischoff

Phone Number:

605-461-1555

Email

garret.bischoff@k12.sd.us

Part 2 – Administrative Rules to be Waived

Select the rule(s) the district is requesting to be waived:

Plan of Intent requirement

- ☒ **ARSD 24:43:02:08. Plan of Intent.** Any district employing teachers or administrators who are non-certified or are serving outside of their current certification shall have on file with the Department of Education a plan of intent stating how the district intends to ensure that all teachers and administrators are serving on a valid certificate in their certified areas. The plan of intent must be fulfilled in one calendar year. The district may request a one-time, one-year extension to the duration of the plan of intent to be granted at the culmination of the first year of the plan of intent cycle.

Application Timeline

- ☒ **ARSD 24:43:08:04. Application timelines.** An approved waiver shall take effect at the beginning of the next school fiscal year on July 1. The department must receive an application for a waiver at least 60 days prior to the start of a new school fiscal year July 1. A district may petition the secretary for consideration of an alternate effective date that is least 60 days after the department receives its application for a waiver. The secretary shall consider the quality of the application and the extent of its intended outcomes on student learning and enhancement of student opportunity in determining whether to grant the alternate effective date for an approved waiver.

Part 3 – Verification of Administrative Rule Waiver Intent

- (a) Name of the instructional staff member for whom the waiver is intended, along with the course names and numbers that they teach. Ma Christina Urzabica

01001 - English Language Arts I

(b) List the school(s) the where the waiver will be utilized.

Huron High School-01

(c) Provide a description about the reason for requesting the waiver:

* Explain the reasons the district is requesting a waiver from administrative rule. The district must explain why the plans outlined in this application will better meet local learning goals, enhance educational opportunities, promote equity or increase accountability.

Ma Christina Urzabla is working to complete the certification process. She understood by taking an oral exam she had met all requirements. The district needs Ms. Urzabla to teach the classes assigned as our student/teacher ratio is already elevated due to increasing enrollment.

(d) What steps will be taken by the school district to track the progress of this individual in meeting the stated plan for full certification?

Mr. Radke, HS Principal, will meet with Ma. Christina monthly to track the certification process & report findings to the Superintendent. If certification is not complete or nearing completion by March 1, 2024, the district will open the position & seek a qualified candidate.

PART 4 - EVALUATION

Provide a detailed description of the plan for evaluating the effectiveness of the waiver in achieving the outcomes specified in the application and contributing to the school's continual improvement:

1. Will get monthly updates from HS Principal
2. Will follow time line for completion & post opening if necessary
3. Ms. Urzabla will attend all professional development & be evaluated by the HS Principal

A school district or nonpublic school or program that has been granted a waiver shall implement its plan for evaluation of the waiver as required by ARSD 24:43:08:03. A public school district that has been granted a waiver shall include a report of the waiver evaluation in its annual review of its approved five-year district improvement plan as required by ARSD 24:43:02:01 (ARSD 24:43:08:08)

The South Dakota DOE Division of Accreditation will verify that the school improvement plan includes a component for evaluating the intent of all ARSD waivers held by the school/school district.

Part 5 – Length of Waiver

Intended Date for Waiver Implementation: July 1, 2023 (the date has past, requesting earliest possible date)
(This date is always July 1 for fall implementation unless the district requests and explains the reasons for an alternate date.)

Proposed Years of Waiver: 2023-2024 school year
(Maximum of 5 school terms, which begin July 1 of each year.)

Part 6 – Approval by Local School Board	
Date(s) Presented to School Board (<u>attach board minutes</u>): <i>August 28, 2023</i>	Date Approved by School Board:
Signature of Superintendent/CEO:	Signature of School Board President:
Date of Signature:	Date of Signature:
Part 7 – Department of Education Review	
Date Received:	Date Reviewed:
Name and Reviewer:	
<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Reason for Denial:	
Additional Documentation Required:	
Part 8 – Department of Education Secretary's Action	
<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Reason for Denial:	
Signature:	

Include:

1. Completed application
2. School board minutes

Email to:

doeaccred@state.sd.us

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 24 day of August, 2023, by and among AGTEGRA COOPERATIVE ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated June 16, 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 September 1, 2023, and ending on August 31, 2024.
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 BB

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2022-2023: For services rendered September 1, 2023 to August 23, 2024.

Payment #1: \$ 2,500 Payment due on or before September 1st 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: AGTEGRA COOPERATIVE

By Billy Bulson
[authorized signature only]

Brittney Bulson
[print or type name clearly]

Title Communications Consultant

Dated 8/24/2023

Address: 908 Lamont Street South

City, State, Zip: Aberdeen, SD 57401

Phone: 605-725-8334

Fax: _____

Email Address: brittney.bulson@agtegra.com

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____



Huron School District Certified Staff Recruitment Incentive Promissory Note

Congratulations Sierra Tschetter, you've been accepted and approved as a Huron School District Certified Staff Recruitment Incentive applicant! Below are the terms and required signatures to complete this promissory note.

Terms:

- 0% forgivable loan of \$2,500 to defray the expenses of post-secondary education required to obtain a K-12 education certification in South Dakota **and** up to \$7,500 in student loan repayment.
- The School District will forgive the loan in exchange for five years of successful teaching in the Huron School District. The loan will be reduced by 20% per year until it is paid in full upon the fifth year. If the applicant leaves the District before the end of five years or is terminated, the loan must be paid back in full to the Huron School District within thirty days of the last date of employment with the HSD.
- The School District will provide student loan repayment for five years starting with the first month of employment as a teacher at HSD. The repayment will be up to \$125 per month for the first 35 months and a balloon payment of \$3,125 on the 36th month.
- You agree to work in the Huron School District for five years after completing your South Dakota education certification.
- You agree that failure to abide by the employment requirement will result in the 0% note to be paid back in full to the HSD within 30 days.
- You agree that failure to abide by the employment requirement above will result in the student loan repayment ceasing by HSD within 30 days.
- To maintain the recruitment incentive while pursuing the education certification, you must:
 - Maintain a minimum cumulative 2.8 GPA on a 4.0 scale
 - Be enrolled in coursework pursuing a South Dakota certification in K-12 education.
 - Make satisfactory academic progress and maintain predicted timeline towards certification.

- Agree that failure to abide by the incentive requirements above will result in the 0% note to be paid back in full to the HSD within 30 days.
- To maintain the recruitment incentive while employed, you must:
 - Agree that failure to abide by the employment requirement above will result in the 0% note to be paid back in full to the HSD within 30 days.
 - Agree that failure to abide by the employment requirement above will result in the student loan repayment ceasing by HSD within 30 days.

Sivona Tschetter 7-27-23
Incentive Recipient Date

Board President Date

Office of Accreditation

Type all information or use blue or black ink.

Administrative Rule Waiver Application

Course Equivalency Exam

Authority to Grant Administrative Rule Waiver

24:43:08:01. Waiver of certain administrative rules and Department of Education policies. The secretary of education may waive compliance of one or more administrative rules or Department of Education policies when requested by a public school district or approved nonpublic school.

24:43:08:10. Secretary's authority to grant waivers limited. The secretary of education may not waive a state statute. The secretary may waive an administrative rule promulgated by the Department of Education or the South Dakota Board of Education, unless the language of the rule prevents waiving. The secretary may waive established Department of Education policy and procedure.

Part 1 – District Information

School District: Huron Public Schools 2-2

Superintendent Name: Dr. Kraig Steinhoff	Phone Number: 605-353-6990	Email: kraig.steinhoff@k12.sd.us
School Board President Name: Garret Bischoff	Phone Number: 605-353-6990	Email: Garret.bischoff@k12.sd.us

Part 2 – Administrative Rules to be Waived

Select the rule(s) the district is requesting to be invoked or waived:

Course Equivalency Exam

☒ **24:43:11:09. Course equivalency exam.** Course equivalency exams may be administered by a district if the district has received the approval for waiver from administrative rule pursuant to chapter 24:43:08 to offer equivalency exams for a specific content area. The exam shall be standards based if applicable. Credit shall be granted by equivalency exam based on the following:

- (1) The student must pass the exam with at least 85% proficiency;
- (2) The course equivalency exam must be passed on the first attempt for credit to be issued;
- (3) Credit must be included on the student's transcript;
- (4) Failed attempts on the course equivalency exam may not be included on a student's transcript and may not be calculated as a part of a student's cumulative grade point average; and
- (5) The school district must proctor and score the exam.

Application Timeline

☐ **ARSD 24:43:08:04. Application timelines.** An approved waiver shall take effect at the beginning of the next school fiscal year on July 1. The department must receive an application for a waiver at least 60 days prior to the start of a new school fiscal year July 1. A district may petition the secretary for consideration of an alternate effective date that is least 60 days after the department receives its application for a waiver. The secretary shall consider the quality of the application and the extent of its intended outcomes on student learning and enhancement of student opportunity in determining whether to grant the alternate effective date for an approved waiver.

Part 3 – Verification of Administrative Rule Waiver Intent

(a) List the school(s) the where the waiver will be utilized: Huron High School

(b) List the Course(s) for which exemption is being proposed:

Algebra I – 02052 Government – 04151 Chemistry – 03101 Geography – 04001 Geometry -02072
Algebra II - 02056 Physical Science – 03159 Spanish I – 24052 US History – 04101
Biology – 03051 Physics – 03151 World History - 04051

(c) Provide a description about the reason for requesting the waiver:

* Explain the reasons the district is requesting a waiver from administrative rule. The district must explain why the plans outlined in this application will better meet local learning goals, enhance educational opportunities, promote equity or increase accountability.

As the state has expanded the opportunities for students to earn both high school and college credit before graduating from high school, we allowed our most advanced students to have the opportunity to advance quickly through the required high school credits so they can work on dual credit options as a junior and senior. Additionally, we have been able to more accurately award credit to students coming to us from other countries. When we've had questions about courses on transcripts, we have been able to allow the student to take the equivalency exam to show proficiency in that class and award credit.

PART 4 – ASSURANCE OF RIGOR (Where applicable)

Describe the school district's plan for offering continuing educational opportunities in the waived content area, where applicable.

Coursework will continued to be offered in the regular schedule in the subject areas listed above.

PART 5 - EVALUATION

Provide a detailed description of the plan for evaluating the effectiveness of the waiver in achieving the outcomes specified in the application and contributing to the school's continual improvement:

Students who will take an equivalency exam are identified by the counseling office as either:

- a) Advancing quickly and wanting to pass classes through the exam so they can take mor advanced classes or
- b) A student transferring in is needing missing credits for advancement. Before taking the exam students will be provided materials and time to prepare for the exam. All students who have attempted equivalency exams during the waiver were successful.

A school district or nonpublic school or program that has been granted a waiver shall implement its plan for evaluation of the waiver as required by ARSD 24:43:08:03. A public school district that has been granted a waiver shall include a report of the waiver evaluation in its annual review of its approved five-year district improvement plan as required by ARSD 24:43:02:01 (ARSD 24:43:08:08)

The South Dakota DOE Division of Accreditation will verify that the school improvement plan includes a component for evaluating the intent of all ARSD waivers held by the school/school district.

Part 6 – Length of Waiver

Intended Date for Waiver Implementation: 07/01/2023

(This date is always July 1 for fall implementation unless the district requests and explains the reasons for an alternate date.)

Proposed Years of Waiver: 5 Years

(Maximum of 5 school terms, which begin July 1 of each year.)

If this is a renewal of a current waiver about to expire, an End of Waiver Term Report is required:

Submit this report with the application to renew.

Part 7 – Approval by Local School Board

Date(s) Presented to School Board (*attach board minutes*):

August 28, 2023

Date Approved by School Board:

Signature of Superintendent/CEO:

Signature of School Board President:

Date of Signature:

Date of Signature:

Part 8 – Department of Education Review

Date Received:

Date Reviewed:

Name and Reviewer:

☐ Approve

☐ Deny

Reason for Denial:

Additional Documentation Required:

Part 9 – Department of Education Secretary's Action

☐ Approve

☐ Deny

Reason for Denial:

Signature:

Include:

1. Completed application

2. *School board minutes*

3. *End of Waiver Term Report (if applicable)*

Email to:

doeaccred@state.sd.us

Office of Accreditation

Type all information or use blue or black ink.

Administrative Rule Waiver Application

High School Credit Before Grade Nine

Authority to Grant Administrative Rule Waiver

24:43:08:01. Waiver of certain administrative rules and Department of Education policies. The secretary of education may waive compliance of one or more administrative rules or Department of Education policies when requested by a public school district or approved nonpublic school.

24:43:08:10. Secretary's authority to grant waivers limited. The secretary of education may not waive a state statute. The secretary may waive an administrative rule promulgated by the Department of Education or the South Dakota Board of Education, unless the language of the rule prevents waiving. The secretary may waive established Department of Education policy and procedure.

Part 1 – District Information

School District: Huron Public Schools 2-2

Superintendent Name: Dr. Kraig Steinhoff	Phone Number: 605-353-6990	Email: Kraig.steinhoff@k12.sd.us
School Board President Name: Garret Bischoff	Phone Number: 605-353-6990	Email: Garret.bischoff@k12.sd.us

Part 2 – Administrative Rules to be Waived

Select the rule(s) the district is requesting to be waived:

High School Credit requirement

- ☒ **24:43:11:01.** Number of required credits for graduation from high school -- Personal learning plan required. Required units of credit for high school graduation must be earned in grades 9 through 12, and students must earn a minimum of 22 units of credit. Local school boards or governing bodies may set requirements of credit beyond the minimum. Transfer students unable to meet graduation requirements set by a local school board or governing body because of time and scheduling constraints, but not due to course failure, may graduate on the basis of meeting state minimum requirements for graduation. The local school board or governing body may waive one or more graduation requirements for senior students who transfer from another state, who have met the standards in that state, and who are unable to meet the graduation requirements set by the state board because of time and scheduling constraints but not due to course failure. A student must earn a high school diploma as outlined in § 24:43:11:02 in which coursework aligns with the student's personal learning plan. All students in grades 9 through 12 must have a personal learning plan. The personal learning plan must document a minimum of 22 units of credit. Effective July 1, 2020, any advanced endorsement earned must be listed on the high school transcript. After January 1, 2026, the department shall review the required credits for high school graduation.

Application Timeline

- ☐ **ARSD 24:43:08:04. Application timelines.** An approved waiver shall take effect at the beginning of the next school fiscal year on July 1. The department must receive an application for a waiver at least 60 days prior to the start of a new school fiscal year July 1. A district may petition the secretary for consideration of an alternate effective date that is least 60 days after the department receives its application for a waiver. The secretary shall consider the quality of the application and the extent of its intended outcomes on student learning and enhancement of student opportunity in determining whether to grant the alternate effective date for an approved waiver.

Part 3 – Verification of Administrative Rule Waiver Intent

(a) List the school(s) where the waiver will be utilized: Huron Middle School / Huron High School

(b) List the High School Course(s) and the course codes for which exemption is being proposed (the courses and codes for which you wish the students to receive credit):
Algebra 1 – 02052
Geometry - 02072

Common Course Codes may be found at: <https://doe.sd.gov/contentstandards/commoncourse.aspx>

(c) Provide a description about the reason for requesting the waiver:

* Explain the reasons the district is requesting a waiver from administrative rule. The district must explain why the plans outlined in this application will better meet local learning goals, enhance educational opportunities, promote equity or increase accountability.

This waiver allows our students to earn credit for Algebra I or Geometry while in the eighth grade. This accelerates the students' opportunities for more advanced math classes in high school and gives students a better chance to meet the requirements of the South Dakota Regents Diploma programs. Additionally, we have seen the number of students who take dual credit math classes increase because of taking advanced math in the eighth grade.

(d) Faculty teaching waived courses in any content area must be South Dakota certified to teach not only the content area waived at the high school level, but also the grade level at which they are offering instruction.

- List teacher(s) providing instruction for each course included on application.

Joel Bergeson – Algebra I
Adam Heagley - Geometry

If at any time during the timeframe this waiver is valid a teacher listed here is no longer the teacher of record, the district must notify the Department of Education with the name of the newly assigned educator.

Adding Waived Course Credits to High School Transcripts:

If the department has approved a waiver that allows a school district to teach a high school-level course to students below grade nine, credit for the course shall appear on each student's high school transcript with the unit of credit and a letter grade upon meeting the criteria for passage applied to the high school level. The unit of credit must be included in the credits required for high school graduation and the letter grade must be calculated in the high school cumulative grade point average. (ARSD 24:43:08:12)

PART 4 - EVALUATION

Provide a detailed description of the plan for evaluating the effectiveness of the waiver in achieving the outcomes specified in the application and contributing to the school's continual improvement:

All students create a four-year plan for the classes they plan to take in high school. The plans for students who earn credit in eighth grade always include advanced math or dual credit math classes for their senior year and sometimes their junior year of high school. Their progress is monitored through graduation to ensure they continue to excel in math. Additionally, we look at students' NWEA scores to ensure they are our top performers.

A school district or nonpublic school or program that has been granted a waiver shall implement its plan for evaluation of the waiver as required by ARSD 24:43:08:03. A public school district that has been granted a waiver shall include a report of the waiver evaluation in its annual review of its approved five-year district improvement plan as required by ARSD 24:43:02:01 (ARSD 24:43:08:08)

The South Dakota DOE Division of Accreditation will verify that the school improvement plan includes a component for evaluating the intent of all ARSD waivers held by the school/school district.

Part 5 – Length of Waiver

Intended Date for Waiver Implementation: 07/01/2023
(This date is always July 1 for fall implementation unless the district requests and explains the reasons for an alternate date.)

Proposed Years of Waiver: 5 Years
(Maximum of 5 school terms, which begin July 1 of each year.)

**If this is a renewal of a current waiver about to expire, an End of Waiver Term Report is required:
Submit this report with the application to renew.**

Part 6 – Approval by Local School Board

Date(s) Presented to School Board <i>(attach board minutes)</i> : <u>August 28, 2023</u>	Date Approved by School Board:
Signature of Superintendent/CEO:	Signature of School Board President:
Date of Signature:	Date of Signature:

August 28, 2023

Title Good News Report

Jolene Konechne, Director of ESL, CTE, Federal Programs, & Accreditation

Title Programs:

Title I-A: (K-8 only) Financial assistance to districts and school with high numbers or percentages of low-income families (based on free and reduced lunch numbers)

- Holy Trinity Catholic and James Valley Christian consultations
- Homelessness
- Paraprofessionals, Instructional Coaches, staff (K-8)
- Parent Involvement Activities
-

Title I-1003A School Improvement

- Madison: HS student workers
- Buchanan: Attendance Liaison & attendance liaison interpreter

Title I-C: Migrant Education - provide fundings to eligible entities to help migratory children to overcome various barriers & obstacles so they may achieve high academic standards

- Preschool recruiter, home liaison, para-educators, certified tutors
- Migrant preschool tuition @ McKinnley
- STEM activities delivered to students' homes last summer
- Professional development

Title I-D: programs for students in correctional facilities and students at-risk of academic failure (JDC and Our Home)

- Staff, artist in residence @ OH

Title IIA - Class Size Reduction (K-2); Professional Development (Private Schools)

- One teacher each level @ K, 1, 2

Title III - ESL- increase English language proficiency and student academic achievement of English learners

- Professional development, supplemental instructional materials
- Certified tutors
- Holy Trinity Catholic consultation

Notes on Fall Parent Involvement activity:

- 1 book sent home with each K-5 student
- Parent must initial each completed BINGO square
- Completed card gets turned in for a student prize; blackout is a book

Business Office Report – August 28, 2023

1. * Updated General Fund Report*** – 100% of 2022-2023 complete**

Revenue

During the last fiscal year, the district collected \$24,799,000 of revenue as compared to \$22,724,000 for the 2021-2022 fiscal year.

Expenditures

During the last fiscal year, the district expended \$25,277,000 compared to \$23,094,000 for the 2021-2022 fiscal year.

3. General Fund Balance

It looks like our June 30, 2023 Fund Balance will be \$3,929,000. This is approximately a decline of \$477,000 from June 30, 2022. We are budgeted for a \$575,000 decline, so it is a little better than budgeted. Also noteworthy is \$900,000 of the fund balance is because the Pension Fund levy was moved to the General Fund. We made the budgeted transfer of \$300,000 from Capital Outlay to the General Fund.

4. Looking Ahead to Student Count Day

Our State Aid for 2023-2024 will be based on our student count on September 29, 2023. We are budgeted for 2972 students who each represent \$7,120.38 in State Aid. Right now our enrollment is about the same at last year's number 2922.



HURON SCHOOL DISTRICT

PROCUREMENT PLAN FOR CHILD NUTRITION PROGRAMS

Adopted 4/16/2020
Updated 4/16/2023

This procurement plan will be implemented on April 16, 2020, from that date until further amended. This procurement plan will be reviewed and amended as needed, at minimum once annually to assure relevance to procurement procedures. All procurements must adhere to free and open competition. Source documentation should be available to determine open competition, reasonableness, allowability and the allocation of costs.

Amanda Reilly

Child Nutrition Director

Date

Signature

Kelly Christopherson

HSD Business Manager

Date

Signature

SECTION I – Procurement Plan Requirements

The plan for Huron School District (HSD) is to procure items for use in the Child Nutrition Programs and is as follows. This procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

A. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:

- I. Be necessary and reasonable for proper and efficient administration of the program(s)
- II. Be allocable to federal awards applicable to the administration of the program(s)
- III. Be authorized and not prohibited under state and local law

B. **Document Retention**

All purchasing records will be maintained no less than three years plus the current year.

C. If the amount of food purchased is more than the Federal small purchase threshold currently valued at \$250,000, **OR** if the amount of nonperishable goods and services is more than the State of South Dakota small purchase threshold currently valued at \$25,000, **OR** the Local Agency (LA) approved threshold is more restrictive, formal procurement procedures will be used as required by federal Procurement Standards 2 CFR 200 and South Dakota Codified Law (SDCL) 5-18A-14 and SDCL 5-18A-22(12). Informal procurement procedures (small purchase price quotes) will be required for purchases under the most restrictive small purchase threshold.

	Federal Procurement Threshold	SFA/LEA Procurement Threshold
Micro-Purchase	Less than \$10,000	Less than \$10,000
Small Purchase	Less than \$250,000	Less than \$250,000
Formal Purchase	Greater than \$250,000	Greater than \$250,000
Formal Purchase/Services and Supplies	Greater than \$25,000	Greater than \$25,000
Capital Equipment/Not on Pre-Approved List (ADD LINK FOR PREAPPROVAL)	Greater than \$5,000	Greater than \$5,000

D. **Buy American Provision**

By participating in federal school meal programs, Local Agencies are required to purchase domestic commodities and products for school meals to the maximum extent practicable. For purposes of this provision, the term domestic food commodity or product means an agricultural commodity produced in the United and a food product that is processed in the United States SUBSTANTIALLY (minimum 51%) using agricultural commodities that are produced in the United States.

While rare, two (2) exceptions may exist when:

1. the product is not produced or manufactured in the US in sufficient, reasonable, and available quantities of a satisfactory quality, and
2. competitive proposals reveal the cost of domestic product is significantly higher than a non-domestic product.

All products that are normally purchased by the distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributors shall outline their procedures to notify the school or agency when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally part of the solicitation), must be approved by the Child Nutrition Director, prior to the delivery of the product to HSD. Any non-domestic product delivered to HSD without approval may be returned to the distributor and not accepted within 24 hours of delivery. If the substitution falls within one of the previously listed exceptions, the distributor should supply HSD with supporting documentation upon request.

The distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

E. Purchasing Equipment

If the amount of purchases for equipment is greater than \$5,000 (or the SFA/LEA's local capitalization threshold) the following procedure will be used.

1. Determine if the equipment purchase is allowable and if the equipment is on the South Dakota Child Nutrition Program Approved Equipment List (<https://doe.sd.gov/cans/documents/CNPEquipment-Memo2.pdf>).
 - a. If the equipment is less than the \$5,000 or the SFA/LEA local capitalization threshold (whichever is lower) **and** on the South Dakota Child Nutrition Program Approved Equipment List, the SFA may purchase the equipment and **does not** need further approval. The price quotes will receive appropriate confidentiality before award.
2. If the equipment is over the \$5,000 (or the SFA/LEA's capitalization threshold), **OR is not** on the Approved Equipment List, Child and Adult Nutrition Services (CANS) must approve the equipment before it can be purchased. SFA/LEA will complete the Child Nutrition Program Equipment Purchases Preapproval Request Form and forward it to local CANS representative for approval.
3. SFA shall keep documentation of approval and all documentation related to the procurement of capital equipment.
4. Capital equipment is defined by Federal regulations as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the SFA/LEA for financial statement purposes, or \$5,000.

F. Code of Conduct / Conflict of Interest

- **Regulations:** 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and HSD School District Department of Purchasing.
- **Procedures:** HSD seeks to conduct all procurement procedures in compliance with stated regulations; and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts.

As representatives of HSD employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgement. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside of HSD.

No employee, officer, or agent of HSD shall participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when any of the following has a financial or other interest in the firm selected for the award:

- the employee, officer, or agent;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs or is about to employ any of the above parties.

All employees, officers, and agents of HSD that participate in the selection or award of contracts will attest either to no conflicts of interest or declare all real or apparent conflicts of interest on an annual basis.

The officers, employees, and agents of HSD entity may neither solicit nor accept gratuities, favors, or

anything of monetary value from contractors or parties to subcontracts including, but not limited to, entertainment, hotel rooms, transportation, gifts, or meals. HSD sets the standard for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Value threshold for HSD is set at \$5.00. In the event unsolicited gifts are received by Child Nutrition more than this amount, they will be declined. If a gift is perishable in nature and cannot be returned, it may be given to charity, shared with the office, or destroyed.

Any employee or board member who violates any of these standards of conflict shall be reported to the district Human Resources Representative for review.

G. Minority and Women's Businesses

Good faith effort will be made to include the following affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

H. Training

All staff conducting purchasing will be trained on procurement procedures.

I. Taste testing, sample procedures

Sample products may be given to HSD by a vendor or distributor for taste testing to determine student product acceptance and meal quality. HSD will limit samples to a reasonable amount based on the type of product and number of students and Child Nutrition personnel participating in the taste test.

J. Formal bid procedures will be applied on *the basis of a*:

- ☒ Centralized System (entire School Food Authority)
- ☐ Individual School (one school building within a School Food Authority)
- ☐ Multi-School Systems
- ☐ State contract (e.g., computers from the BOA, Office of Procurement Management Contracts, etc.)
- ☐ Combination of above (specify):

K. Emergency Planning

If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the SFA. The following emergency procedures shall be followed. All emergency procurements shall be approved by Child Nutrition Director or Business Manager. At a minimum, the following emergency procurement procedures shall be documented:

- item name
- dollar amount
- vendor
- reason for emergency

If necessary, in the course of a pressing need, to make an emergency purchase by means of 'piggybacking' on the bid of another district, approval must be obtained from, and appropriately documented by, the governing board.

If the emergency purchasing requires a contract, all books, records, and other documents relative to the award must be retained for three (3) years after final payment, or until audited by the local agency (whichever is sooner). The local agency its authorized agents, and/or State and/or USDA auditors shall have full access to and the right to examine any of said materials during this period. Specifically, the SFA/Sponsor shall maintain, at a minimum, the following documents:

- Written rationale for award cost or price;

- A copy of the original solicitation;
- The bidding and negotiation history and working papers;
- The basis for contractor selection;
- Approval from the State Agency to support a lack of competition when competitive bids or offers are not obtained;
- The terms and conditions of the contract;
- Any changes to the contract and negotiation history;
- Billing and payment records;
- A history of any contractor claims;
- A history of any contractor breaches

L. Geographic Preference

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. Institutions receiving funds through CNP are allowed to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. (*The Food, Conservation, and Energy Act of 2008 (Public Law 110- 246, Section 4302) amended Section 9(j)*)

An SFA must still compare pricing from several suppliers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

M. Beverage and Snack Agreement

HSD's exclusive beverage contracts do not involve nonprofit school food service account funds, in which case there are no federal FNS procurement issues involved. However, if any products are purchased via the exclusive beverage contract using nonprofit school food service funds, then all federal procurement requirements must be met. If small purchase procedures are used for a procurement of \$250,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commission, scholarship fund contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFA on a prorated basis.

- a. There is no federal prohibition on multiyear contracts other than for Food Service Management Companies (FSMC). It is suggested, however, that school procurement officials consider the impact of multiyear contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.

- b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event during the extended school day.

- c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the extended school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term Exclusive Pouring Rights. Every school LEA must have amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.

SECTION II – MICROPURCHASING

According to the 2CFR 200.67, micro-purchasing can be utilized to minimize the administrative burden and cost of completing an informal or formal purchasing procurement process for small purchases. HSD may utilize micro-purchasing to make purchases in emergency situations to continue uninterrupted service.

Micro-purchasing may be used when the following conditions are met:

1. One aggregate transaction does not exceed \$10,000;
2. Purchase prices shall be reasonable;
3. Purchases shall be spread equitably among qualified suppliers to the extent practicable.

HSD is committed to:

- Not using micro-purchasing instead of required procurement methods.
- Reviewing all micro-purchases to ensure they are being used with the best intent for the program.
- Distributing micro-purchases between multiple suppliers to 'share the wealth' if the price is considered reasonable.
- Examining items being purchased to see if purchasing them in a different manner could result in a better price.

The following procedures will be used for routine micro-purchases:

Vendor	Good or Service	Justification / Reasoning	Duration/ Frequency
Bernards	Seasonings	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Coborns	Frozen Foods, Refrigerated Foods, Fresh Produce, Dry Foods, Special Diet Supplies	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Cash-Wa	Miscellaneous Supplies and equipment	Available within 10 miles of district or provides delivery services. This distributor will receive equitable share of purchases with like distributors.	As Needed
Cole Papers	Paper products, small wares	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Colin Beveridge	Fresh Local Produce	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	In Season / As Needed
Hebda Produce	Fresh Local Produce	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	In Season / As Needed
Innovative Office Solutions	Miscellaneous Supplies	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Lewis Drug	General Department Supplies, First Aid/Pharmaceutical Supplies	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Wal-Mart	Frozen Foods, Refrigerated Foods, Fresh Produce, Dry Foods, Special Diet Supplies, General	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed

	Department Supplies		
Larson Melons	Fresh Local Produce	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed/ In Season
Nature Seal	Fruit Preservative	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Ace Hardware	General Department Supplies	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
Culinox	Miscellaneous Small Wares and Equipment	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
IS Restaurant Equipment and Supply	Miscellaneous Small Wares and Equipment	Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors.	As Needed
<i>As needed purchases are made based on situation and need. Purchases may be influenced by equipment failures, menu changes, primarily distributor availability, or recipe development.</i>			

Examples when micro-purchasing may be required are (but are not limited to):

- Primary/usual distributor was unable to fulfill the quantity of a product you needed for the week and therefore are short. Product could be obtained at a local business to fulfill what is needed for the day/week.
- Spices or other low-cost items that are used often but not purchased frequently in great quantity.
- Farm to school or fresh fruit/vegetable purchases.
- Special diet items and products that are not available through primary distributors and would not be ordered in large quantities, and therefore are better purchased through a local, specialized market.

SECTION III – SMALL PURCHASE PROCUREMENT

If the amount of purchases for items less than HSD's small purchase threshold, Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

HSD's small purchase threshold is \$250,000 for perishable products and \$25,000 for services or supplies.

Additional requires of small purchasing procurement procedures are listed as follows:

1. Written specifications will be prepared and provided to a minimum of two vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications.
3. The child Nutrition Director or designee will be responsible for contacting potential vendors when price quotes are required.
4. The price quotes will receive the appropriate confidentiality before award.
5. Quotes will be awarded by the Child Nutrition Director with assistance of district administration, as needed. Quotes should be awarded to the lowest and best quote based on availability, quality, service availability, price, and/or provisions of blank equipment, food presentation, or food preservation.
6. The Child Nutrition Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from vendors, and written specifications.
7. Any time an accepted item is not available, the Child Nutrition Director will select the acceptable alternative. Full documentation will be made available as to the selection of the acceptable item.
8. Bids will be awarded on the criteria of lowest price, quality, service and delivery. Lowest price should be the primary factor taking into consideration availability of service and delivery fees.
9. The Child Nutrition Director is required to review and approve selections. All vendors that submitted a response must be notified that they were either selected or not selected.

Audit Requirements: A minimum of once per agreement or contract period, 10% of purchased items or a minimum of three items whichever is greater), should be checked for price accuracy, meets specification requirements, and Buy America requirement. The Child Nutrition Director or designee will document items reviewed on a procurement audit log, record their name, date, and the results of the audit.

Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Vendor	Goods or Service	Justification/Reasoning	Duration/Frequency
Buller Fixture/CWD	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed
Performance FS	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed
Culinex	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed
Restaurant Supply (IS)	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed
Cole Paper	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed
Innovative Office Solutions	Miscellaneous Small wares and Equipment	3 bids and a buy are sent to at least 3 vendors	As needed

SECTION IV – FORMAL PROCUREMENT

HSD will use formal procurement methods as required by 2 CFR Part 200.318-326 if the amount of purchase is above \$250,000 for perishables or \$25,000 for services and supplies.

Formal procurement methods include:

- **Competitive Sealed Bid – Invitation for Bid (IFB)**
 - In awarding an IFB, a firm fixed price is awarded to the bidder that is most responsive and responsible and is the lowest price. An IFB must result in a fixed fee/firm price contract.
 - Suggested by USDA to allow 45 days for IFB from the time of information distribution to vendors until the time of bid opening
- **Competitive Proposal – Request for Proposal (RFP)**
 - In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Price does not have to be 51% of points but must be the highest weighted criteria.
 - Suggested by USDA to allow 60 days for RFP from the time of information distribution to vendors until the time of bid opening.

When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply:

1. An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the local newspaper to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for at least two publishing cycles (weekly publishing dates). Additionally, direct contact will be made with all known qualified vendors.

The public advertisement will include:

- A general description of items to be purchased.
 - The deadline for submission of questions and the date written responses will be provided including an agenda to bid specifications, terms and conditions as needed.
 - A date of pre-bid meeting, if applicable, and if attendance is a requirement for bid award.
 - A deadline for submission of sealed bids or proposals, and address of location where complete specifications and bid forms may be obtained.
2. Any person who develops written specifications or descriptions for procurements will be **prohibited** from submitting bids or proposals for such products or services.
 3. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the solicitation document:
 - Description of the goods and services to be procured and the method of evaluation and type of contract to be awarded.
 - Method, date, time, and location of bid/proposal opening. (IFB requires a public opening).
 - Method in which a vendor will be informed of bid/proposal acceptance or rejection.
 - Method of shipment or delivery, as well as a delivery schedule.
 - Set forth requirements (terms and conditions) which bidder/proposer must fulfill.
 - Statement assuring efforts will be made to involve minority and small business.
 - Technical requirements, specifications, and forecasted quantities.
 - Proposal withdrawal and protest procedures.
 - All required federal contract provisions (as applicable) outlined in 2CFR200 Appendix II (see *Section VI – Appendix A of this document*).

4. Audit Requirements

HSD and involved purchasing group reserves the right to conduct quarterly audits on all formal bid contracts. A minimum of one audit per contract term, including a maximum of 30 audit items (selected by SFA/Purchasing Group) will be administered. Audit item list, instructions and timeline will be provided to distributor at least ten (10) days in advance.

If available, in-person audit review of audit findings will be held at a pre-determined location, with a representative from the distributor and each SFA involved in the contract in attendance.

If an error rate of 10% is found, a complete audit may be requested.

5. Evaluation Criteria to award an RFP

The lowest price will be the heaviest weighted evaluation criteria, but it is not required to be greater than 50% of points.

Additional criteria in the form of SCORECARDS may be used to evaluate bids/proposals. Things like quality of product, delivery fees and services, technical service capability, references, business practices or customer service of company will be considered.

The HSD Child Nutrition Director is responsible to review the purchase and is responsible for documenting compliance of the purchase.

6. HSD Child Nutrition Director will be responsible for:

- providing purchase information and conditions in writing to all potential bidders;
- securing bids and proposals;
- ensuring procurements are conducted in compliance with Federal, State, and local regulations; and
- obtaining a **cost or price analysis** to estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

Vendor	Goods or Service	Justification/ Reasoning	Duration/Frequency
Performance FS	Prime vendor for SBP/NSLP food	Awarded the RFP	22-23 SY
Avera Pace	Prime vendor for milk	Awarded the IFB	22-23 SY

SECTION V – NON-COMPETITIVE NEGOTIATION

Non-competitive (sole source) procurement are purchases of a specific item made when an emergency arises that threatens continued service of the Child Nutrition Program, or which is available from only one contractor who is the sole manufacturer and distributor of the item. This is a rare occurrence, and the school food service department must document its justification for needing the item and why only this specific item will meet this need.

When faced with a sole source procurement, the SFA must obtain CANS approval, and then go directly to the one source to negotiate terms, conditions, and prices.

If items are available only from a single source *when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*, **NON-COMPETITIVE NEGOTIATION** procedures will be used:

1. 2CFR 200.323 Contract cost and price
The non-Federal entity must perform a **cost** or **price** analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
2. Written Specifications will be prepared and provided to the vendor.
3. The Child Nutrition Director will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
4. The Child Nutrition Director will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the Child Nutrition Department (Department Director). The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor
 - reason for non-competitive procurement

SECTION VI – RESOURCES AND APPENDICIES

Additional Resources:

- South Dakota Department of Education Child and Adult Nutrition Services Procurement Webpage: <https://doe.sd.gov/cans/>
- South Dakota Farm to School Resource Guide Webpage: <https://extension.sdstate.edu/south-dakota-farm-school-resource-guide>
- Procurement with Geographic Preference MEMO: <https://fns-prod.azureedge.us/sites/default/files/cn/SP18-2011os.pdf#page=2>
- Institute of child Nutrition Procurement in the 21st Century Resources: <https://doe.sd.gov/cans/documents/ICN-procurement.pdf>

Included Appendices:

- Appendix A – Buy American Certification
- Appendix B – Small Purchase Checklist
- Appendix C – Informal Purchasing Log
- Appendix D – Formal Procurement Checklist
- Appendix E – Federal Required Contract Provisions (expanded to include Debarment & Suspension and Anti-Lobbying Certification)

Appendix A – Buy American Certificate



Child & Adult Nutrition Services
800 Governors Drive
Pierre, SD 57501-2235
T 605.773.3413
F 605.773.6846
www.doe.sd.gov

To: Authorized Representatives of Child Nutrition Programs: School Nutrition Program, Child and Adult Care Food Program, and Summer Food Service Program

From: Child and Adult Nutrition Services

Date: March 1, 2018

Subject: Buy American Certification

Memo Number: SNP 251-1
CACFP 251-1-1
CACFP DCH 251-1
SFSP 251-1

The purpose of this memo is to give guidance in regard to meeting the requirements of Section 204(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. This Act requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase domestic commodities or products for use in these meals, to the maximum extent practicable.

Domestic commodity or product is defined as one that is produced and processed in the United States substantially using agricultural products that are produced in the United States. Substantially, per the report, means that over 51% of the final, processed product, consists of domestically grown product.

Attached is a form to provide an example form showing what information to collect from vendors providing these products. This information should be shared with your School Food Authority (SFA) purchasing authority and all employees involved in the procurement process.

Questions about this memo can be referred to a SD Dept. of Education Child and Adult Nutrition Services staff member.

Buy American Certification

Buy American regulation requires school food authorities (SFAs) to purchase domestic commodities or products to the maximum extent possible. Domestic commodities or products are defined as:

1. An agricultural commodity that is produced in the U.S.
2. A food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S.
3. Unprocessed, agricultural commodities must be domestic.
4. Processed foods must be processed domestically using domestic agricultural food components that comprise over 51% domestically grown items, by weight or volume.

I certify that the products listed below **do not** meet the qualifications of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988.

FNS does allow for limited exceptions to the Buy American provisions when 1 of 2 events occur:

- 1: a specific product is not produced or manufactured in the U.S. "in sufficient and reasonable available quantities of a satisfactory quality"; and
- 2: when competitive bids show that the costs of the U.S. products are significantly higher than nondomestic products. SFAs that use one of these exceptions are not required to request a waiver in order to purchase a nondomestic product, but they must maintain documentation justifying the exception

Product Name	Product/Manufacturer's Code	Country of Origin	Qualification #1 or 2?

I certify the accuracy of the information provided above:

Distributor Name:			
Distributor Representative:			
Title:			
Signature:		Date:	

Appendix B – Small Purchase Checklist

Did the SFA...

☐ **Forecast product needs**

Cycle menus, velocity reports, and production records are common tools used to forecast product needs. If the estimated value of goods or services needed (during the time period you wish to purchase them in) is greater than the micro-purchase threshold, and less than the small purchase threshold, the SFA should use the small purchase method of competitive quotations.

*The Federal micro-purchase method is \$10,000 and the Federal small purchase threshold is \$250,000 for perishables. The State of South Dakota threshold for services and supplies is \$25,000.

☐ **Seek to obtain price quotations from an adequate number of qualified sources**

At least two sources should be used to obtain price or rate quotations. Quotes may be obtained verbally or through writing (example: email) but must be documented. An informal purchase log is available on CANS website at: <https://doe.sd.gov/cans/>.

☐ **Give clear and accurate specifications**

Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured. Specifications can be given verbally or in writing. In addition, if the SFA specifies a brand name product, it must allow an equal product to be offered.

☐ **Not restrict competition**

An SFA may not restrict competition by placing unreasonable requirements on vendors to qualify for business, requiring unnecessary experience or excessive bonding, or any other means of restricting competition.

☐ **Include Buy American Requirements when applicable**

SFAs are required by the Buy American Provision to purchase, to the maximum extent practicable, domestic commodities or products. An SFA must require that vendors understand and can meet these requirements. This can be done during the quotation process, by communicating the requirements to vendors verbally or in writing. An SFA may also obtain a certification statement from the vendor if it chooses to do so.

☐ **Select the correct vendor**

After quotes are obtained, the SFA must select the correct vendor based on the products or services requested and the vendor responses provided. If an SFA chooses to reject an offer, it should document why. For example, the vendor cannot deliver on the days or times that the SFA needs. If more than one vendor can provide all of the requested services and products, the award should be made to the lowest price offer.

☐ **Maintain records sufficient to detail the history of procurement**

Although quotations may be written or verbal, the SFA must document the quotations. A written agreement is not required but may be helpful to document all the terms and conditions of the agreement.

☐ **Keep records**

All procurement records must be kept for three years plus the current year. Invoices/receipts should show that the goods or services were purchased at the price that was quoted.

Appendix C – Informal Purchasing Log (EXAMPLE)

INFORMAL PURCHASING LOG EXAMPLE

Vendor Name:										
Items to be Purchased: • Product specifications • Delivery Frequency • Packaging	Quantity Expected to Buy	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
TOTAL			\$			\$			\$	
*Vendor Selected (VS)		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Date & Method of contact:										
Name of person quoting pricing:										
Duration quoted pricing is good for:										
Additional Notes:										
Signature of person completing this form:								Date:		

*Vendor Selected (VS); you can award all items to one bidder (lowest total price) or you can award bid on a line item basis (lowest item price)

Appendix D – Formal Procurement Checklist

Did the SFA...

Forecast product needs

Cycle menus, velocity reports, and production records are common tools used to forecast product needs.

Conduct a cost or price analysis

Estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

- o SFA may use forecasted product needs and current or past product pricing to complete the cost analysis

Write product specifications

Product specifications should include the product name, description, case pack and weight, minimum and maximum sizes and pieces, main ingredients, prohibited ingredients, nutritional standards or CN requirements, quality indicators, run and code numbers, etc.

- o Note: specifications may include a brand name but must include 'or equal'. A bidder should have the opportunity to propose an equal product
- o An SFA may pre-screen products and provide bidders with a list of preapproved equal products. The SFA must ensure maximum free and open competition during the procurement process, and pre-screening procedures should be included in the SFAs written procurement procedures.

Create a solicitation document

There are two types of formal solicitations: Invitation for Bid (IFB) and Request for Proposals (RFP)

Invitation for Bid (sealed bid)

Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid:

- o Conforms with all the material terms and conditions of the invitation for bids, and
- o Is the lowest price

Request for Proposals (competitive proposal)

The contract is awarded to the responsible and responsive vendor whose proposal scored the highest number of points, and is most advantageous to the program with price and other factors considered

A well-written solicitation gives a bidder clear information on what the SFA is planning to purchase and how. A solicitation should include:

Background information on the LEA

- o Size, number of meals served, etc.
- o General descriptions of the goods and/or services to be purchased
- o Solicitation should indicate if distribution services are requested
- o Include distribution for processed USDA foods, if applicable
- o Information about pre-proposal meeting to be held (if applicable)
- o Date and time for solicitation submission
 - Time and location of public opening if IFB
- o Time period of the contract and options for renewals
 - Generally, 1 year with 4 optional renewals
- o Type of contract to be awarded
 - An IFB must result in a fixed fee or firm fixed price contract.
 - An RFP will result in a fixed price contract.
 - Fixed fee may be tied to a price index or price escalator/de-escalator clause
- o Protest procedures
- o Proposal withdrawal procedures
- o List of all products to be purchased and specifications
- o Options for 'piggybacking', adding goods or services, or increasing contract volume over time
 - Changes to the contract may not result in a material change- no more than a 10% change in contract value is recommended
- o Criteria for award
 - IFB- award will be made to the lowest bidder
 - RFP- include all criteria that will be used to evaluate proposals
 - Cost must be the highest weighted factor but does not have to be 51%
 - A scoring rubric is required that identifies all evaluation factors and their relative importance
 - If using geographic preference, indicate how preference will be given
- o Method for evaluating cost
 - How will cost be evaluated for the products or services requested? Common ways to evaluate cost are:
 - By line item: each line is awarded separately based on individual product cost
 - By product groupings: the total cost of groups of products are evaluated and awarded as a group. Example: frozen, produce, canned goods.
 - Bottom line (all-or-nothing): the total cost of the goods or services is evaluated; all products/services are awarded together.

- Market basket cost analysis: representative sample of products, called a 'market basket' is used to estimate the total cost. The sample should consist of products that represent at least 75% of the total value of the contract (high-velocity items). The SFA must obtain a price for all products not included in the market basket prior to the award of the contract.
- Technical requirements of the vendor
 - Responsibilities of the vendor: delivery days, delivery windows, HACCP plan, staff requirements, etc.
 - Procedures for recalls or substitutions
 - Buy American Provision Requirements
 - Common legalities
 - Required forms and certifications: suspension and debarment, lobbying activities, anti-collusion, etc.
- Contract provisions required by 2 CFR 200 appendix II (as applicable):
 - Termination for cause and convenience- contracts in excess of \$10,000
 - Equal Opportunity Employment- 'federally assisted construction contracts'
 - Davis-Bacon Act- construction contracts in excess of \$2,000
 - Contract Work Hours and Safety Standards- contracts in excess of \$100,000 that involve the employment of mechanics or laborers
 - Right to inventions made under a contract or agreement- If the contract meets the definition of a 'funding agreement' under 37 CFR 401.2 (a)
 - Clean Air Act- contracts in excess of \$150,000
 - Debarment and Suspension- all federally awarded contracts
 - Byrd Anti-Lobbying Amendment- contracts in excess of \$100,000

Publicize the solicitation

Formal solicitations must be publicly advertised and seek/invite two or more qualified sources willing and able to compete.

Allow enough time for vendors to respond

Response time may vary depending on the complexity of the solicitation. A minimum of two weeks for IFBs and 30-35 days for RFPs is recommended.

Accept bids or proposals from responsive and responsible vendors

An SFA must determine if the vendor is responsive and responsible before accepting their bid or proposal.

- **Responsive:** Did the vendor respond to the IFB or RFP on time and include all required attachments, certifications, etc.?
- **Responsible:** Does the vendor meet the criteria outlined in the solicitation? Do they have a good track record with providing products and services to similar institutions?

Evaluate the bids or proposals

IFB:

- Bids are publicly opened at the location, date, and time prescribed in the IFB
- Any or all bids may be rejected if there is a sound, documented reason
- Cost is evaluated as outlined in the IFB, which includes all costs such as transportation and delivery costs

RFP:

- Proposals cannot be opened until after the closing date and time specified in the RFP
- An evaluation committee should score the proposals *only* on the criteria outlined in the RFP
- An SFA may conduct negotiations of the top-ranked proposals to ensure that each vendor fully meets the needs of the RFP. This must be done before cost proposals are opened. The SFA may also allow vendors to amend their cost proposal to reflect any changes made during the proposal negotiation. All negotiations must be done fairly and may not give a competitive advantage to one vendor.

Award the contract

Formal procurement should always result in a (signed) written contract between the two parties. The contract should include:

- Identification of the parties involved in the contract
- Contract duration
- Scope of work
- A complete list of products, including specifications (and price)
- Type of contract (fixed price)
 - All fees must be identified and agreed upon
- Contract renewal options, including provisions for changes such as the addition of goods or services
- Contract modification and change procedures
- Default and breach of contract provisions, remedies, cancellation procedures, and penalties
- Required compliance certifications
- Contract termination rights for cause and convenience
- Recordkeeping requirements
- Laws that govern the contract
- Sanitation and licensing requirements
- Professional certification requirements

Manage the contract

SFAs are responsible for ensuring that vendors are compliant with all terms of the contract. Contract management is ongoing for the duration of the contract.

Maintain records

The SFA must maintain records enough to detail the history of procurement. All records must be kept for a period of 3 years after the submission of the final claim for reimbursement for the fiscal year or longer if an audit has not been resolved.

Renew the contract as applicable

If the contract allowed for renewal options, both parties may agree to renew the contract for additional terms as applicable.

Add products to the contract

New products may be added to the contract if the cost of the new products does not create a material change (no more than 10% of the contract value is recommended). Substitutions for unavailable products are not considered new products.

The SFA should evaluate the estimated cost of new product(s) for the duration of the contract period and determine if the cost would be considered a material change against the total estimated contract value. No more than a 10% change is recommended.

If the cost to add new products would not constitute a material change, the SFA may add new products to the contract. During the contract renewal, the SFA must amend the contract to include additional items.

A new contract value is determined annually (or at the end of the contract term), and the new contract value may be used to estimate material changes moving forward.

If the cost to add new products would constitute a material change, the SFA may procure new products using another approved procurement method (micro-purchase, small purchase, formal purchase).

Appendix E – Required Contract Provisions

a. Contractual Procedures

Contracts for **more than \$250,000** for perishables, **\$25,000** for services or supplies, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Termination Clause

All agreements in excess of \$10,000 must address:

- Termination for cause and for convenience by the non-Federal entity, and
- The manner in which it will be affected and the basis for settlement.

The SFA may use the following sample language in solicitations as applicable:

Termination for Cause:

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience

The HSD may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- **Federally assisted construction contract** means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- **Construction work** means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The SFA shall include the following sample language in solicitations as applicable:

The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and

all requirements imposed by the regulations issued pursuant.

d. **Davis-Bacon Act**

When required by Federal program legislation, all **prime construction contracts in excess of \$2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- b. In addition, contractors must be required to pay wages not less than once a week.
- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
- d. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- e. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- f. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- g. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. **Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the nonfederal entity in **excess of \$100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- **Laborers and mechanics.** This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—
 - (A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the U.S., a territory, or the LEA of Columbia; but
 - (B) Not including an employee employed as a seaman.

f. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "**funding agreement**" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Notes: reference following definition of terms for this section:

- 37 CFR § 401.2 Definitions. As used in this part— (a) The term **funding agreement** means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work

funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- 2 CFR §200.86 **Recipient**. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include sub recipients. See also 2 CFR §200.69 Non-Federal entity.
- 2 CFR §200.93 **Sub recipient**. Sub recipient means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

g. **Clean Air Act**

Contracts **in excess of \$250,000** shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S.C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

h. **Debarment and Suspension Certification**

An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR § 180, as adopted and modified by USDA regulations at 2 CFR §417. There are three methods that may be used to verify that vendors have not been debarred, suspended, or excluded or otherwise ineligible for participation in Federal programs:

1. Check <https://www.sam.gov/portal/SAM/##11>
2. Collect certification from vendor
3. Add clause/condition to transaction with vendor

The SFA will use the following sample language when adding a clause to a solicitation/contract with a vendor:

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to this solicitation the Vendor is certifying they are in "Good Standing".

*More information and form available at: <https://www.usda.gov/sites/default/files/documents/ad-1047.pdf>

i. **2 CFR §180.300 What must I do before I enter into a covered transaction with another person at the next lower tier?**

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking SAM Exclusions; or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the covered transaction with that person

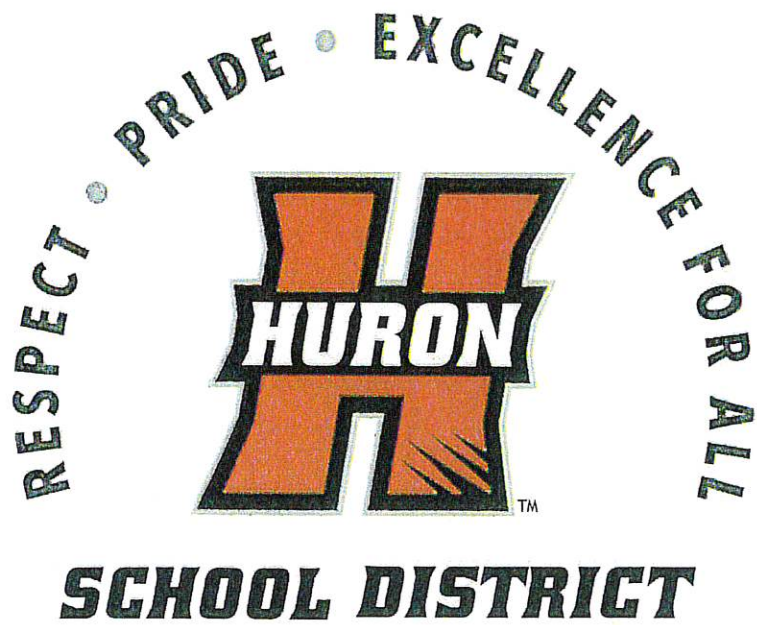
j. **Lobbying Certification**

The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification

Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.

**More information and form available at:*

https://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf



FEDERAL GRANTS MANUAL

AUGUST
2023

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Introduction

This manual sets forth the policies and procedures used by the Huron School District (the District) to administer federal funds. The manual contains the internal controls and grant management standards used by the District to ensure that all federal funds are lawfully expended. It describes in detail the District's financial management system, including cash management procedures, procurement policies; inventory management protocols; procedures for determining the allowability of expenditures; time and effort reporting; record retention; and monitoring responsibilities. New employees of the District, as well as incumbent employees, are expected to review this manual to gain familiarity and understanding of the District's rules and practices.

I. Financial Management System

The District maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures must be in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award.

A. Financial Management Standards

The standards for financial management systems are found at 2 C.F.R. § 200.302. The required standards include:

Identification

The District must identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

Financial Reporting

Accurate, current, and complete disclosure of the financial results of each federal award or programs must be made in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

Accounting Records

The District must maintain records that adequately identify the source and application of funds provided for federally assisted activities. These records must contain information pertaining to

grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

Internal Controls

Effective control and accountability must be maintained for all funds, real and personal property, and other assets. The District must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

“Internal controls” are tools to help program and financial managers achieve results and safeguard the integrity of their program. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:

- A. Effectiveness and efficiency of operations;
- B. Adequate safeguarding of property;
- C. Assurance property and money is spent in accordance with grant program and to further the Selected objectives; and
- D. Compliance with applicable laws and regulations.

Budget Control

Actual expenditures or outlays must be compared with budgeted amounts for each federal award.

Cash Management

The District must maintain written procedures to implement the cash management requirements found in EDGAR.

Please see page 17 for these written cash management procedures.

Allowable Costs

The District must maintain written procedures for determining allowability of costs in accordance with EDGAR.

Please see page 8 for these written allowability procedures.

B. Overview of the Financial Management/Accounting System

The District uses multiple programs to track, view, and approve requests for reimbursement of federal funding. Specifically, the District uses the Software Unlimited Inc. (SUI) software to track federal funding. Near the beginning of each month, District staff run a report through SUI for all district funds paid out for the previous month. The report breaks costs down by specific federal program and identifies the costs by assigned function codes and/or curriculum. District staff review the report for accuracy before submitting claims to the State’s grants

management system (GMS). GMS will not allow reimbursement claims beyond what is in the District's approved budget. The software systems utilized by the District include all appropriate documentation related to claims for reimbursement, including time distribution records, approved school budgets, and all applicable procurement documentation.

The District's business office works with the federal program directors and program assistants to maintain accurate information for budgeting and reporting purposes. All costs and claims are reviewed and approved before submitting to the State for pass through grants.

C. Budgeting

The Planning Phase: Meetings and Discussions

Before Receiving the Grant Award Notice (GAN): Budget planning for the district will be an integral part of program planning so that the annual operating budget may effectively express and implement all programs and activities of the school system. Budget planning will be a year-round process involving broad participation by administrators, supervisors, teachers, other personnel throughout the school system, citizens and citizen groups.

School principals will follow guidelines for creating the budget for their individual school. Budgets are based on a review of the prior year's budget, followed by consideration for any changes that may be required. All budget items are aligned with District goals and the goals of its federal programs.

Reviewing and Approving the Budget: School leaders meet with the District's Federal Programs Directors to review budgets and priorities for the coming year. If there are any changes from the prior year's budget, schools must provide justification for the changes, and the new budgets must be approved by the Federal Fiscal Team which consists of the Federal Programs Directors, Superintendent, and Business Manager.

The approved budget will be available in SUI and GMS. All processing of revenue and expenditures will take place in the business office.

The annual system-wide budget for the entire District determines the level of services to be offered within each instructional and support service area. The budget proposal will be organized and presented in accordance with the format required to comply with the laws of the State of South Dakota and the regulations of the Auditor General. The portion of the District budget dealing with federal pass-through grants is estimated in the preliminary budget, pending final allocations by the State. Once final allocations are received from the State, those allocations are incorporated in the district budget or the final budget is amended subject to final approval by the State. The Board of Education is provided the preliminary budget by May, with final approval scheduled for June.

Amending the Budget

Schools are directed to request budget amendments from the District as needed throughout the year. These amendments must be tied to school needs and align with goals and objectives for the year in question. Budget amendments must include the justification for the proposed change. Individual schools cannot alter their approved budgets without approval from the Board unless there are no changes to function totals.

If the District needs to make an amendment to the State-approved budget, it will submit the proposed changes through State's GMS system, along with the justification for the change. This is in accordance with State rules and policies.

Budget Control

The District monitors its financial performance by comparing and analyzing actual results with budgeted results. Requests for reimbursement from schools are not approved if they are not within the approved budget. When claims are submitted each month, District staff will run a report through SUI detailing amounts claimed. These reports are reviewed against school budgets as well as the District's State-approved budget. Similarly, State policies do not allow the District to submit claims beyond amounts approved in the District budget.

D. Accounting Records

All records related to federal costs are maintained in SUI. District and school employees must log in to the system with their own unique password. Only those employees with the proper login credentials are authorized to alter or modify specific documents. Records are maintained in accordance with 2 C.F.R. § 200.333 and the District takes appropriate steps to ensure that personally identifiable information is protected, and that only authorized officials have access to student records.

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

E. Spending Grant Funds

Allowability Checklist

When determining how the District will spend its grant funds, District personnel, including school personnel if the purchase originates from a school, will review the proposed cost to determine whether it is an allowable use of federal grant funds *before* obligating and spending those funds on the proposed good or service. When performing an allowability analysis, personnel can refer to the following checklist.

As a practical matter, this manual cannot contain guidance on the allowability of specific examples. However, please see Appendix A for the allowability of common expenditures.

☐ **Is the proposed cost allowable under the relevant program?**

As a practical matter, personnel must first consider whether the proposed cost is consistent with the underlying needs of the program. For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under the Individuals with Disabilities Education Act governing the instruction of students with disabilities must generally be spent on providing services to students with disabilities and, except in rare circumstances, cannot be used to benefit non-disabled students.

Further, under certain federal programs, recipients may use federal funds only to supplement the amount of funds available from nonfederal sources for the education of students participating in the program. The recipients cannot use federal funds to supplant nonfederal funds that would otherwise have been used for the expenditure in question. District personnel must be aware of these rules and consider whether the purchase supplements, rather than supplants, nonfederal funds.

☐ **Is the proposed cost consistent with an approved program plan and budget?**

If the proposed cost is allowable under the relevant program, the District personnel must then check the relevant program plan and budget. Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval from the District and state.

☐ **Is the proposed cost consistent with the cost principles?**

All costs supported by federal education funds must meet the standards outlined in 2 CFR Part 200, Subpart E, which are provided in the bulleted list below. All District personnel with purchasing authority must consider the following factors when making an allowability determination.

- **Be Necessary and Reasonable for the performance of the federal award.** District staff must consider these elements when determining the reasonableness of a cost. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the District, its employees, its students, the public at large, and the federal government.
- Whether the district significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. 2 C.F.R. §200.404.

While 2 C.F.R. §200.404 does not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the district can demonstrate that the cost addresses an existing need, and can prove it. This decision should be supported by data if at all possible.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
 - Whether the cost is identified in the approved budget or application.
 - Whether there is an educational benefit associated with the cost.
 - Whether the cost aligns with identified needs based on results and findings from a needs assessment.
 - Whether the cost addresses program goals and objectives and is based on program data.
-
- **Allocable to the federal award.** A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. 2 C.F.R. §200.405. For example, if 50% of a teacher's salary is paid with grant funds, then that teacher must spend at least 50% of his or her time on the grant program.
 - **Consistent with policies and procedures that apply uniformly to both federally financed and other activities of the District.** The cost must be consistent with policies, regulations and procedures that apply uniformly to both federal awards and other activities of the District. 2 CFR § 200.403(c). This means that the District cannot generally subject federal funds to different rules than it applies to nonfederal funds. Any federal cost must be consistent with rules that apply uniformly to federal and nonfederal grants. The cost must also be consistent with any local or state law.
- District personnel must follow this manual and all other internal policies and procedures in making a purchase with federal funds.
-
- **Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.** District personnel must be aware of any special conditions placed on the federal award. These special conditions will be enumerated on the grant award notification.
 - **Consistent treatment.** A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
 - **Adequately documented.** All expenditures must be properly documented in accordance with District rules regarding recordkeeping and retention.

- **Be determined in accordance with general accepted accounting principles (GAAP), unless provided otherwise in Part 200.**
- **Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.** Some federal program statutes require the non-federal entity to contribute a certain amount of non-federal resources to be eligible for the federal program.
- **Be the net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the state relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. 2 C.F.R. §200.406.

☐ **Is the proposed cost allowable under the selected items of cost?**

If the proposed cost is consistent with program rules, budget, and federal cost principles, the District personnel must then ensure that the cost is listed as an allowable selected item of cost in the federal rules (2 C.F.R. §§ 200.420-200.475).

These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Please do not assume that an item is allowable because it is specifically listed in the regulation, as it may be unallowable despite its inclusion in the selected items of cost section. The expenditure may be unallowable for a number of reasons. Again, it may be unallowable because of program rules or because it does not meet all of the cost principles, such as being unreasonable as it is considered too expensive. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

District personnel responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. District staff must check costs against the selected items of cost requirements to ensure the cost is allowable.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424

Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456

Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473
Travel costs	2 CFR § 200.474
Trustees	2 CFR § 200.475

Please see Appendix A for an FAQ on the allowability of common costs.

Travel

Travel costs are one of the more common costs charged to federal programs. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the District in its regular operations as the result of its written travel policy. In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that (1) participation of the individual is necessary to the federal award; and (2) the costs are reasonable and consistent with the District's established policy. 2 C.F.R. §200.474(b).

EXPENSE REIMBURSEMENTS

Personnel and officials who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of a properly filled out and approved Travel Expense Claim Form and such supporting receipts as required by the Business Manager. Reimbursement will be in accordance with Board approved travel allowance,

which will comply with the limits established by the Board of Education. When requesting reimbursement for travel expenses, personnel must provide a statement on the form and attach any accompanying documentation justifying why travel was necessary as opposed to using other means to accomplish the work. The District retains all Travel Expense Claim Forms should the travel cost be questioned at a later date.

Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense. Authorized reimbursed expenses are approved through the Claims Report and Imprest Claims Report at regularly scheduled meetings of the Board of Education.

Mileage is reimbursed at a rate authorized by the Board of Education.

IN-DISTRICT/SAME-DAY TRAVEL

A. Employees

1. Mileage allowance will be paid to employees assigned District-wide responsibilities and/or multiple building assignments and/or necessary job-related travel.
2. Travel within the District includes trips that are made in the actual performance of assigned duties. Any trips such as those from home to work, work to home, noon trips for lunch, or for any other reason not strictly school business shall not be included in the mileage report.
3. The In-District Mileage Record form, Imprest Claim Voucher form, as well as point-to-point mileage charts may be obtained from the Business Office.
4. Mileage allowance will be paid at the current Board of Education rate per mile for travel.
5. No expenses will be for another person.
6. To claim reimbursement for, a completed In-District Mileage Record form or an Imprest Claim Voucher form, the forms must be sent to the immediate supervisor and respective director initial approval before being sent to the Business Office for approval. The Board of Education will act on reimbursement.

OUT-OF-DISTRICT TRAVEL

- A. Professional travel must be requested by completing a Huron Public Schools Absence / Travel Request form. The form must be approved by the building principal, Director of Federal Programs, Superintendent, Business Manager, and Transportation Director.
- B. Transportation Requirements:
 - 1. Vehicle – The driver must be a holder of a valid driver's license.
 - 2. Air Travel – Requires a valid driver's license or state issued identification or passport.
- C. When making travel arrangements, the most economical and shortest route will be used whenever possible. Air travel request will be made at least forty (40) days in advance of the trip. Exceptions may be granted through the Business Manager.
- D. In the event air transportation is available and practical, but the individual elects to travel by automobile, the maximum reimbursement to the individual will be the cost of a tourist class round-trip airfare or Board of Education rate per mile, whichever is less. The cost of airfare will be attached to the travel request form by the business office.
- E. Transportation costs to and from the airport, beginning and ending at the employee's building location, in addition to vehicle parking at the airport will be reimbursed.
- F. Individuals will be reimbursed for telephone calls and internet access related to official school business.
- G. Only employees will be reimbursed for expenses.
- H. An approved Travel Expense Claim form must be submitted before reimbursement will be made.
 - 1. Itemize to show dates, lodging, meals (allowed for overnight travel only), mileage if applicable, banquet fees (if not included in the conference), and expenses for authorized educational conference materials.
 - 2. Attach original itemized receipts for all expenses except meals, luggage and taxis (reimbursement rates for meals and mileage are available on the Travel Expense Claim form.
 - 3. The account number to which the trip is charged is to be included with the name, place, purpose of trip and dates.
 - 5. Payment of expenses and reimbursement for travel incurred on an authorized trip will be made only after a claim form is submitted by claimant to the administrator with budget authority, and forwarded to the Business Manager.
 - 6. The Board of Education will act on reimbursement of expenses.

Direct and Indirect Costs

While developing and reviewing the grant budget, District personnel should keep in mind the difference between direct costs and indirect costs.

Determining Whether a Cost is Direct or Indirect: Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 C.F.R. § 200.413(a). Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. 2 C.F.R. § 200.56. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. 2 C.F.R. § 200.413(a).

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs of federal awards. Typical costs charged directly to a federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the federal award. 2 C.F.R. § 200.413(b). The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- The costs are not also recovered as indirect costs. 2 C.F.R. § 200.413(c).

Indirect Cost Rate: Under 34 C.F.R. § 75.561 and 34 C.F.R. § 76.561, a state educational agency may approve an indirect cost rate for longer than one year. Accordingly, the State Department of Education determines the indirect cost rate based upon the State Annual Report. The rate is fixed for up to five years.

Applying the Indirect Cost Rate: Once the District has an approved indirect cost rate, the percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass-through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. 34 C.F.R. § 75.564; 34 C.F.R. § 76.569. Once the District applies the approved rate, the funds that may be claimed for indirect costs have no federal accountability and may be used as if they were non-federal funds. For Direct Grants, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions. 34 C.F.R. § 75.564.

Where a federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap must include all direct administrative charges as well as any recovered indirect charges.

F. Federal Cash Management Policy/Procedures

The District will comply with applicable methods and procedures for payment that minimizes the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the South Dakota Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Payment Methods

Reimbursements: The District will initially charge federal grant expenditures to nonfederal funds.

All reimbursements are based on actual disbursements, not on obligations. Reimbursement claims are submitted through the State's GMS online system. The District ensures all claims are allowable and conform with the approved budget. GMS does not allow the District to submit a claim for more than what is approved in the District's budget.

The State will process reimbursement requests within a timely manner, though certain cost reimbursement may be expedited if necessary.

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the State to review upon request.

Reimbursements of actual expenditures do not require interest calculations. All claims for payment from school funds will be processed by the business office. Payment will be authorized by the Board against invoices properly supported by approved purchase orders, with properly submitted vouchers, or in accordance with salaries and salary schedules approved by the Board.

The Building Principals and Federal Programs Directors are responsible for assuring that budget allocations are observed and that total expenditures in a function do not exceed the amount allocated in the budget. Any budgets that exceed the allocated amount will be immediately reported to the Business Manager.

G. Timely Obligation of Funds

When Obligations are Made

Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-federal entity during the same or a future period. 34 C.F.R. § 200.71

The following table illustrates when funds are determined to be obligated under federal regulations:

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the District makes a binding written commitment to acquire the property
Personal services by an employee of the District	When the services are performed
Personal services by a contractor who is not an employee of the District	On the date which the District makes a binding written commitment to obtain the services
Public utility services	When the District receives the services
Travel	When the travel is taken
Rental of property	When the District uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E-Cost Principles.	On the first day of the project period.

34 C.F.R. § 75.707; 34 C.F.R. § 76.707.

Period of Performance of Federal Funds

All obligations must occur on or between the beginning and ending dates of the grant project. 2 C.F.R. § 200.309. This period of time is known as the period of performance. 2 C.F.R. § 200.77. The period of performance is dictated by statute and will be indicated in the grant award notification (GAN). Further, certain grants have specific requirements for carryover funds that must be adhered to.

State-Administered Grants: As a general rule, state-administered federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many federal education grants, the period of availability is 27 months. Federal education grant funds are typically awarded on July 1 of each year. While the District will always plan to spend all current grant funds within the year the grant was appropriated for, the period of obligation for any grant that is covered by the “Tydings Amendment” is 27 months, extending from July 1 of the fiscal year for which the funds were appropriated through September 30 of the second following fiscal year. This maximum period includes a 15-month period of initial availability, plus a 12-month period for carryover. 34 C.F.R. § 76.709. For example, funds awarded on July 1, 2023 would remain available for obligation through September 30, 2025.

Direct Grants: In general, the period of availability for funds authorized under direct grants is identified in the GAN.

For both state-administered and direct grants, regardless of the period of availability, the District must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized. 2 C.F.R. § 200.343(b). Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency. 2 C.F.R. § 200.343(d). Consequently, the District closely monitors grant spending throughout the grant cycle.

Carryover

State-Administered Grants: As described above, the Tydings Amendment extends the period of availability for applicable state-administered program funds. Essentially, it permits recipients to “carryover” any funds left over at the end of the initial 15-month period into the next year. These leftover funds are typically referred to as carryover funds and continue to be available for obligation for an additional 12 months. 34 C.F.R. § 76.709. Accordingly, the District may have multiple years of grant funds available under the same program at the same time.

Any waiver requests for carryover limits will follow State-mandated procedures.

Direct Grants: Grantees receiving direct grants are not covered by the 12-month Tydings period. However, under 2 C.F.R. § 200.308, direct grantees enjoy unique authority to expand the period of availability of federal funds. The District is authorized to extend a direct grant automatically for one 12-month period. Prior approval is not required in these circumstances; however, in order to obtain this extension, the District must provide written notice to the federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

The District will seek prior approval from the federal agency when the extension will not be contrary to federal statute, regulation or grant conditions and:

- The terms and conditions of the federal award prohibit the extension;
- The extension requires additional federal funds; or
- The extension involves any change in the approved objectives or scope of the project. 2 C.F.R. § 200.308(d)(2).

H. Program Income

Definition

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the federal award during the grant’s period of performance. 2 C.F.R. § 200.80.

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. 2 C.F.R. § 200.80.

Additionally, taxes, special assessments, levies, fines, and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income. 2 C.F.R. § 200.307.

Use of Program Income

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The LEA may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the federal award by the federal agency and the non-federal entity. The program income must then be used for the purposes and under the conditions of the federal award. 2 C.F.R. § 200.307(e)(2).

While the deduction method is the default method, the District always refers to the GAN prior to determining the appropriate use of program income.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The District shall abide by all statutory requirements and State regulations that pertain to the purchasing of supplies, equipment or services. The acquisition of supplies, equipment and services will be centralized in the business office under the supervision of the business manager. The business manager bears the responsibility for the quality and quantity of all purchases. The prime guidelines governing this responsibility are that all purchases fall within the framework of budgetary and statutory limitations, and that they be consistent with the approved educational goals and programs of the district.

Purchases are initiated by school personnel. The school will select the preferred vendor from the list of qualified vendors maintained by District staff. 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. If any person orders materials other than through the established process, they will be responsible for payment of the materials. Purchases that are not within the approved school budget must be approved by the District, and will include an amendment to the school budget. School officials will initiate a requisition through SUI, and the appropriate program office, along with the District business office, must review and approve the requisition request.

B. Purchase Methods

The type of purchase procedures required depends on the cost of the item(s) being purchased.

Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services, the aggregate amount of which does not exceed \$10,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

Micro-purchases may be awarded without soliciting competitive quotations if the District considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all micro-purchases. Please see page 8 for written procedures on how to determine whether a price is reasonable.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District's business office will be responsible for determining if micro-purchases are equitably distributed based on the number of micro-purchase contracts awarded and the type of good or service procured. When school officials initiate the requisition process, they will select a vendor from the vendor list in SUI.

Purchases between \$10,000 - \$250,000

Small purchase procedures are a relatively simple method for securing services, supplies, or property that do not cost more than \$250,000. If small purchase procedures are used, price or rate quotations are obtained from an adequate number of qualified sources. School administrators are responsible for soliciting quotes prior to submitting a requisition, but the District's business office will be required to ensure that all small purchases receive quotations from no less than two qualified vendors.

Sealed Bids (Formal Advertising): For purchases over \$250,000 for services and supplies or over \$50,000 for equipment, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
 - Bids will be advertised and printed in the official newspaper of the District at least twice, the first publication at least ten business days prior to the opening of bids. The advertisement will state the time and place the bids will be opened;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - Bids will also include any dispute procedures available to vendors.
- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - The sealed bids will be publicly opened and read at the time and place stated in the advertisement;
 - Any bid may be withdrawn or modified before the time of opening as specified in the advertisement;
- A firm fixed price contract award must be made in writing to the lowest responsive and responsible bidder;
 - Unless all bids presented are rejected, the lowest responsible bid, in all cases must be accepted;
 - No more than 45 days will elapse between opening of bids and acceptance of the lowest responsible bidder or rejection of all bids.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used

to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Contract/Price Analysis: The District performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. 2 C.F.R. § 200.323(a). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the business office must come to an independent estimate prior to receiving bids or proposals. 2 C.F.R. § 200.323(a). The District will review similar prior procurements, as well as procurements conducted by similar local education agencies for similar goods or services, to the extent practicable.

When performing a cost analysis, the business office negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 C.F.R. § 200.323(b).

Construction Projects

Construction costs funded by federal grants are also subject to prior written approval and applicable UG requirements, Davis-Bacon prevailing wage requirements and all of the Department's applicable regulations regarding construction at 2 C.F.R. § 200.439 prior approval, 34 C.F.R. 76.600-618 construction, safety and health standards and energy conservation.

Noncompetitive Proposals (Sole Sourcing)

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

- The item is available only from a single source;
 - If such an instance arises, the District will maintain appropriate documentation regarding the availability of the good or service in question;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - In this particular circumstance, the Board must approve sole-sourcing a contract.
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a separate written request from the District; or
- After solicitation of a number of sources, competition is determined inadequate;

- The District will maintain documentation showing attempts to solicit bids or quotes from other qualified vendors.

A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$25,000.

C. Purchase Cards

The District allows for school personnel to use purchase cards on certain items. All purchases made with these purchase cards must be approved by the business office. Any purchases disallowed must be paid for with non-federal school funds, or the personal funds of the purchasing staff member.

D. Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

EDGAR further requires the following to ensure adequate competition.

Geographical Preferences Prohibited

The District must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or

encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Prequalified Lists

The District must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District must not preclude potential bidders from qualifying during the solicitation period. The District must review this list and remove any vendors that no longer qualify due to poor past performance, or other factors affecting vendor quality.

Solicitation Language

The District must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. § 200.319(c).

E. Federal Procurement System Standards

Avoiding Acquisition of Unnecessary or Duplicative Items

The District must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis must be made of leases versus purchase alternatives, and another other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Please see page 8 for written procedures on determining allowability.

Use of Intergovernmental Agreements

To foster greater economy and efficiency, the District enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Use of Federal Excess and Surplus Property

The District considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts of \$25,000 or more, the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The Business Manager checks the excluded parties list on Sam.gov for any new vendor or any contract or bid of \$25,000 or more.

Maintenance of Procurement Records

The District must maintain records sufficient to detail the history of all procurements, in accordance with the record retention guidelines set forth by the State of South Dakota. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

The District has adopted the State of South Dakota Record Retention Guidelines as their record policies. The guidelines are available on the District website.

Time and Materials Contracts

The District may use a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the District must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The District maintains the following protest procedures to handle and resolve disputes relating to procurements:

- The District provides to all bidders who have submitted a bid in response to a District request for proposals, a notice when the bid tabulation is posted on the district website.
- If upon receipt of notice of bid tabulation posting, the bidder desires additional information regarding the decision, the bidder may contact the District's Director of Fiscal and Support Services for an informal discussion.
- If still dissatisfied with the decision, the bidder shall within 10 calendar days of receipt of the notice of bid tabulation posting notify the Director of Fiscal and Support Services in writing of his or her intent to protest the award decision. This notification must include the reason why the bidder believed he or she should have been awarded the bid.
- The Director of Fiscal and Support Services shall review the case and, if necessary, refer the protest to the Board of Education.
- If the protest is referred to the Board of Education, the Board will make a decision on the written appeal. All decisions by the Board are final.

The District's protest procedures are included within all requests for proposals.

F. Conflict of Interest Requirements

Standards of Conduct

In accordance with 2 C.F.R. §200.18(c)(1), the District maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her business or romantic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Where an employee perceives a conflict exists or is unsure as to whether or not a conflict of interest exists, the employee should discuss the matter with and receive permission from his/her supervisor and the Business Manager.

The District defines "immediate family" to include a father, stepfather, mother, stepmother, husband, wife, brothers, stepbrothers, sisters, stepsisters, sons, stepsons, daughters, stepdaughters, grandparents, grandchildren, aunts, uncles, all of these in-laws and permanent members of the employee's household.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Any employee receiving a gift from a vendor, contractor, or supplier with an estimated value in excess of \$50 shall report such gift to the Business Manager.

Disciplinary Actions

Any violation of the District's conflict of interest policy will result in a conference review by appropriate District officials who will determine the required disciplinary action up to and including termination. Violations are also subject to prosecution by the States Attorney.

Mandatory Disclosure

Upon discovery of any potential conflict, the District will disclose in writing the potential conflict to the federal awarding agency, or the State, in accordance with applicable federal awarding agency policy.

G. Contract Administration

The District maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Once a school submits a requisition and a vendor is selected, the District issues a purchase order to the vendor. In the case of goods, supplies, or other materials, the vendor will make delivery to a District receiving point. The Purchasing Specialist will review the delivered materials to ensure the correct quantity and quality of materials are delivered in accordance with the terms of the purchase order. The District will only pay for the materials received. If there are any discrepancies between what was called for in the purchase order and what the vendor delivered, the District will contact the vendor to rectify the discrepancy. Final payment is never submitted without confirmation of adequate delivery. For a contract for services, the claim for payment must include an attestation by the service provider that the required services were provided.

Invoices for payment are handled by the business office. Invoices are compared to the purchase order and warehouse receiving record. Once delivery is confirmed as appropriate under the purchase order, the District will issue payment to the vendor.

III. Property Management Systems

To ensure compliance with statute and provide a reasonable measure of control whereby district assets are properly safeguarded, an inventory control system shall be implemented with the following guidelines:

A. Property Classifications and Responsibility

Assets will consist of five classifications as follows:

1. Land: a capital asset account which reflects the acquisition value of land and land rights owned by a school district. If land is purchased, this account includes the purchase price and costs such as legal fees, filling and excavation costs, and other associated improvement costs which are incurred to put the land in condition for its intended use. If land is acquired by gift, the account reflects its appraised value at time of acquisition.
2. Buildings: a capital asset account which reflects the acquisition value of permanent structures owned by the school district. If buildings are purchased or constructed, this account includes the purchase or contract price of all permanent buildings and fixtures attached to and forming a permanent part of such buildings. If buildings are acquired by gift, the account reflects their appraised value at time of acquisition.

3. Improvements other than buildings: a capital asset account which reflects the acquisition value of permanent improvements, other than buildings, which add value to land. The Improvements Other than Buildings also include Infrastructure assets which are tangible property that is normally both stationary in nature and can be preserved for significantly greater number of years than other types of tangible property. Examples of such improvements are fences, retaining walls, sidewalks, pavements, gutters, tunnels, roads and bridges. If the improvements are purchased or constructed, this account contains the purchase or contract price. If improvements are obtained by gift, it reflects the appraised value at time of acquisition.
4. Construction in progress: the cost of construction work undertaken but not yet completed.
5. Equipment.

For the purpose of inventory policy, the definition of equipment as presented in the South Dakota School Accounting Manual will be used.

- A. Equipment is a material unit which meets the following conditions:
 1. Retains its original shape and appearance with use.
 2. Is nonexpendable, that is, if the article is damaged or some of its parts are lost or worn, it is usually more feasible to repair it rather than replace it with an entirely new unit.
 3. Represents an investment of money which makes it advisable to capitalize the item.
 4. Does not lose its identity through incorporation into a different or more complex unit or substance.
- B. While the above may be used as a guideline in determining whether an item is equipment, all tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 is considered equipment. New items will be recorded at cost; however, for items already on inventory estimated current value will be used.

Proper asset accounting dictates stewardship for a particular group of assets be assigned to an individual. The first four classifications will be accounted for by the Director of Fiscal & Support Services. Individuals responsible for equipment & supplies are as follows:

- Schools - Respective Principal
- Warehouse - Manager of Student Transportation/Warehouse
- Custodian & Maintenance - Buildings and Grounds Manager
- Resource Center - Assistant Superintendent of Educational Services
- Cafeteria - Student Nutrition Manager
- Rapid City Education Center - Accounting Manager.

A sixth category of property is supplies. Supplies means all tangible personal property not meeting the definition of equipment. Supplies would include computing devices if the acquisition cost is less than \$1,000.

B. Inventory Receipt Procedure

All property purchased by the District is received at a District receiving point, regardless of its ultimate destination. Upon receipt of any item, District staff (1) inspects the property to make sure it is in good condition; and (2) reviews the purchase order and invoice to ensure they accurately describe the received property.

Once this review is complete, if the item is equipment costing \$1,000 or more, the District staff puts an asset tag on the equipment.

Once the item is tagged, the District staff enters the tag number, and the asset information into SUI.

The business office enters the following information into the Fixed Assets Inventory Record:

- Brief description;
- Classification code;
- Serial number, if applicable;
- The location (such as building), use and condition of the property;
- Vendor;
- Acquisition date and cost;
- Purchase order number;
- Account number;
- Funding source (including the Federal Award ID Number);

C. Maintenance

In accordance with 2 C.F.R.313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition. The District's maintenance procedures for damaged or malfunctioning property vary depending on the nature of the item. If the item is a computing device, the responsible personnel must contact the District's Office of the Director of Information and Technology. If the item is a non-computing device piece of equipment, the responsible personnel must submit a work order for maintenance. In the event an item cannot be fixed, the District follows its disposal policies below.

D. Physical Inventory

South Dakota Codified Law 5-24-1 requires that an inventory be taken annually of all personal property of the district with an acquisition value as stated in SD Administration Rule 10:02:01:01. (\$5,000.00 as of January 2000).

E. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. High School students may remove any personal computing device from school premises which has been assigned to them. District employees may remove a computing device which has been assigned to the employee from District premises. However, the use of the District's computing devices, e-mail system, and internet access is limited to District-related purposes.

All employees of the District are responsible for the proper accounting of all property used by them either in the course of regular instruction of classes or in any other situation where the District is responsible or where any activity is conducted in the name of the District. Employees are responsible for reporting damage, loss or theft of any type of equipment or computing device to the building principal. The principal shall report to the administrator of buildings and grounds, who has been delegated responsibility for matters relative to the care and safeguarding of all school property. If appropriate, the responsible individual shall contact the appropriate police department to conduct an investigation into any damage, loss or theft of any equipment or computing device. The police report and any documentation resulting from the investigation are maintained.

F. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property without prior approval of the federal awarding agency and the pass-through entity.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the federal awarding agency that financed the equipment. Second preference is given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally funded programs or projects is also permissible.

G. Disposal of Surplus Property

District personnel use the following procedures to identify and dispose of surplus property:

1. Property to be declared surplus is identified by building staff. Those assets will be reviewed by the building administrator and approved to be added to a building surplus property list.
2. The Buildings and Grounds Director and Business Manager examines the inventory provided on the surplus property list and determines if items will be declared as surplus property or utilized in another building.
3. The Buildings and Grounds Director will submit the surplus property list to the Superintendent, the Superintendent will create an agenda item to be approved by Huron Board of Education.
4. Approved surplus property will be disposed of in the manner most beneficial to the School District and in accordance with all South Dakota Codified Laws.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

When considering an inter-governmental transfer of equipment that is no longer needed for the original program or project, the District will make the equipment available in the following order of priority: (1) activities under a federal award from the federal awarding agency which funded the original program or project; then (2) activities under federal awards from other federal awarding agencies.

IV. Time and Effort Policies

A. Time and Effort Standards

Federal grants management rules require all employees who are paid in full or in part with federal funds to keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants.

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;

- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- Comply with the established accounting policies and practices of the District and
- Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Documentation

District Employees that are working on a single federal program cost objective are required to complete a Semi-Annual Certification. Semi-Annual Certifications must be completed at least every six months.

A *cost objective* means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect cost activity.

U.S. Department of Education guidance has stated that it is possible to work on a single cost objective even if an employee works on more than one federal award or on a federal award and a non-federal award. The key to determining whether an employee is working on a single cost objective is whether the employee's salary and wages can be supported *in full* from each of the federal awards on which the employee is working, or from the federal award alone if the employee's salary is also paid with non-federal funds.

District Employees that are working on multiple federal program cost objectives are required to complete the Personnel Activity Report (PAR). Unless the work performed by the employee meets the circumstances described by the U.S. Department of Education guidance, *multiple cost objectives* means more than one federal award; a federal award and non-federal award; specific earmarking (set-asides) or matching requirements within on federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Examples of both the PAR and semi-annual certification can be found at Appendix B. Any questions regarding the documentation should be directed to the Federal Programs Directors or the Business Manager.

C. Schoolwide Programs

An employee working solely on a schoolwide program can complete a semi-annual certification, while an employee working on the schoolwide program and another activity (such as a state program or another non-Title I federal program) must complete a PAR.

D. Time and Effort Procedures

The Federal Programs Administrative Assistants maintain lists of which employees were paid with federal funds or whose salary is used to meet a matching requirement and whether they are required to complete a semi-annual certification or a PAR.

On the final day of each reporting period, the Federal Programs Administrative Assistants generate and send the appropriate certification to each employee funded with federal funds or whose salary is used to meet a matching requirement. The certification's distribution of time is pre-populated based on the employee's contract. It is the responsibility of the employee to review the certification to ensure that the distribution of time is accurate. If any corrections are required, the employee will note the correct distribution of time on the certification. Once the employee has reviewed the certification and made any necessary corrections, the employee signs the certification and provides it to a supervisor with firsthand knowledge of the activity performed by the employee for the supervisor's review and signature. The supervisor then provides the signed certification to the program secretary, who maintains it in the appropriate file.

E. Reconciliation and Closeout Procedures

It is critical for payroll charges to match the actual distribution of time recorded on the certification documents. Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed.

As monthly claims are submitted by the business office for reimbursement, expenses are reconciled to federal award budget.

F. Employee Exits

If an employee leaves the District before the completion of the reporting period, the employee signs the certification at his or her exit interview. In the event that an employee does not sign the certification, a supervisor with firsthand knowledge of the employee's activity reviews and signs the certification.

V. Record Keeping

A. Record Retention

The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Consequently, the District retain records for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

B. Collection and Transmission of Records

All records are maintained in SUI with appropriate safeguards and periodic quality checks. Some documentation is also maintained in hard copy. The District takes all reasonable precautions to protect personally identifiable information, in accordance with State law.

C. Access to Records

The District provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the District which are pertinent to the federal

award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the District's personnel for the purpose of interview and discussion related to such documents.

D. Privacy

The District follows State law and guidelines regarding personnel information and takes all reasonable precautions to protect personally identifiable information. The District also ensure that all education records containing personally identifiable information is protected from unauthorized disclosures per federal law at 34 C.F.R. Part 99.

VI. Audit and Monitoring

The District will ensure full cooperation on all audits and monitoring visits by the State and federal awarding agencies, as well as the mandatory annual single audit. The District will ensure that all audit or monitoring findings are followed up with corrective actions, in accordance with State and federal requirements.

APPENDIX A

Frequently Asked Allowability Questions

A. May we use Federal funds to award incentives to students (i.e., pizza parties to award attendance)?

Federal funds used to award incentives to students are generally unallowable. The District will only reimburse schools for such costs in limited circumstances. First, the District may reimburse schools if student incentives are approved by an authorizing statute. In such cases, the school must still demonstrate that the costs were necessary (i.e. for a valid programmatic purpose such as academic performance or attendance) and reasonable.

Second, where such costs are not approved by an authorizing statute, the District will only reimburse a school where the incentives are for a valid programmatic purpose and of nominal value. To determine whether a cost is of nominal value, the District looks at the entire cost of the incentive. For example, a \$10 gift card may be of nominal value, but not where a \$10 gift card is awarded to 50 students.

B. May we use Title I, Part A and Title VI Federal funds under the Elementary and Secondary Education Act to transport eligible students to school?

A school may not use Title I, Part A and Title VI funds to transport students to school as it is unlikely that the U.S. Department of Education would consider these funds to be necessary for the administration of the grants. Further, the use of Title VI funds to provide transportation raises supplement, not supplant concerns.

C. May Perkins IV funds be used to support student transportation to, and lodging and meals at, technical skill competitions as part of national career and technical student organization (CTSO) conventions?

The U.S. Department of Education has stated that Perkins funds may not be used to support such costs, except in certain limited circumstances as described in the last paragraph of this answer. The Department's long-standing interpretation regarding the types of CTSO costs that may be paid from federal grant funds is that Perkins funds used for the support of CTSOs may not be used for lodging, feeding, conveying, or furnishing transportation to conventions or other forms of social assemblage. See 34 CFR 403.71(c)(3), originally implementing Perkins II.

Perkins funds may be used for these types of direct assistance if the costs are (1) related to a CTSO that is an integral part of the curriculum, and (2) part of a larger program to serve

special populations or nontraditional students, as discussed below. See Appendix A—Analysis of Comments and Changes at 57 FR 36825-36826 (August 14, 1992). For example, in these limited circumstances as discussed further below, an eligible recipient could use Perkins IV funds for transportation to, and lodging and meals at, a technical skills competition at a national CTSO convention for students who are members of special populations.

- D. For Staff that complete a PAR monthly, do they need to sign a PAR for June and July even though they are not working those months, since they get paid 12 months a year. There would be pay for them coming out of Title I or IDEA, etc during the summer, but there aren't any working days.**

Employees do not need to keep PARs for months when they did not work. However, if they did any work at all, they will need to keep a PAR.

Even though they are being paid in a month they are not working, PARs are not required. The annual allocation among the various funding sources would be based on the period that the employee was working and maintaining time and effort records. This would be done by distributing charges over the period when the employee is not working in the same proportion as were allocated throughout the period that the employee was working based on actual time and effort records that were already completed. (Steven Spillan, Brustein & Manasevit, PLLC)

- E. Can we make a purchase of multi-year (3 to 5 yr) licenses of a professional learning program out of Title IIA and make payment in full now and charge the entire amount to the current year grant. We can not find any guidance regarding multi-year purchases from Title II.**

It all really comes down to whether or not the up front in-full payment is optional or not. In many cases with purchases like this, the contract actually goes for a year or other initial period, with options to renew for later periods. If that is how this contract is set up, then you would have to wait until this renewal periods to pay the additional amounts, since those costs would not obligate until the renewal kicked in.

If, however, the contract requires you to pay up front for a 3 year period, you might have some leeway. 2 CFR 200.318(d) specifically says, "where appropriate, an analysis will be made or lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach." If the vendor is offering a discount of some other perks that make it more beneficial to pay it all up front, then it would be allowable as long as you

have the proper internal controls in place to ensure that the software is used in accordance with the contract for the entire period. Otherwise, it would be considered poor management to pay up front for a multi-year contract. (Steven Spillan, Brustein & Manasevit, PLLC)

- F. In Title IIA we have carryover of equitable services money from last year. The state DOE has advised us to allocate the carryover to the specific private schools that did not spend all their budget last year. We can do that except for one school, which chose not to participate at all this year. What do we do with their carryover? Do we allocate to the other private schools based upon this year's percentages? Or last years percentages? Some other method? (In reality, that school did not participate at all last year, even though they said they would. That really would have changed the PP allocation to both public and private.) The state said they don't know what we are supposed to do with that. Any guidance you can give on this?**

In regards to equitable services, there is some guidance on this. However, before we get to that, I want to be clear on a few points. First, you are not technically allocating any funds to private schools. The proportionate share is allocated for you to provide services to these schools, as opposed to simply providing those schools with the funding. Second, ESSA generally only allows carryover of the proportionate share if there are "extenuating circumstances." However, assuming the State has determined such circumstances exist, there is some federal guidance.

In 2009, ED published equitable services guidance that talked about this. Although this was published under NCLB, the recent ESSA guidance on equitable services seems to indicate that this 2009 guidance is mostly still applicable. Under that guidance, ED said, in general, if an LEA provided equitable services for private school students in and given year, any carryover funds for services to private school students would be considered additional funds for that program for public and private school students in the subsequent year. Those funds then would be used, along with any other carryover funds, for both public and private schools students on an equitable basis. This situation might occur, for example, if private school students and teachers did not fully participate in the ESEA program (e.g., private school teachers opted out of a proposed professional development activity), even though an equitable program was planned and offered for those students and teachers.

Based on this guidance, the portion of funds slated for the school that is choosing not to participate would go back into your general Title IIA pot, which would then be divided between private and public based on the new proportionate share calculation. (Steven Spillan, Brustein & Manasevit, PLLC)

APPENDIX B

Time and Effort Certifications

PERSONNEL ACTIVITY REPORT

Name of Organization: Huron School District 2-2

Employee's Name: _____

Time Period ⁽¹⁾: _____

Cost Objectives	<i>Distribution of Time</i>
Total	

I certify that to the best of my knowledge that this is an after-the-fact determination of my actual activities for this time period.

Employee's Signature: _____ Date: _____

Supervisor's Signature ⁽²⁾: _____ Date: _____

Grant Administrator's Signature: _____ Date: _____

⁽¹⁾ Reports must be prepared at least **monthly** for employees working on **multiple cost objectives** and must coincide with one or more pay periods.

⁽²⁾ Supervisory official having first hand knowledge of the activity performed by employee.

SEMI ANNUAL CERTIFICATION

Name of Organization: Huron School District 2-2

Employee's Name: _____

Time Period ⁽¹⁾: _____

Cost Objective	<i>Distribution of Time</i>
Total	

I certify that to the best of my knowledge that this is an after-the-fact determination of my actual activities for this time period.

Employee's Signature: _____ Date: _____

Supervisor's Signature ⁽²⁾: _____ Date: _____

Grant Administrator's Signature: _____ Date: _____

⁽¹⁾ Employees working on a **single cost objective** are required to prepare **semi-annual** (every six months or semester) reports.

⁽²⁾ Supervisory official having first hand knowledge of the activity performed by employee.

APPENDIX C


Federal Grants Management Resources

The following documents contain relevant grants management requirements. Staff should be familiar with these materials and consult them when making decisions related to the federal grant.

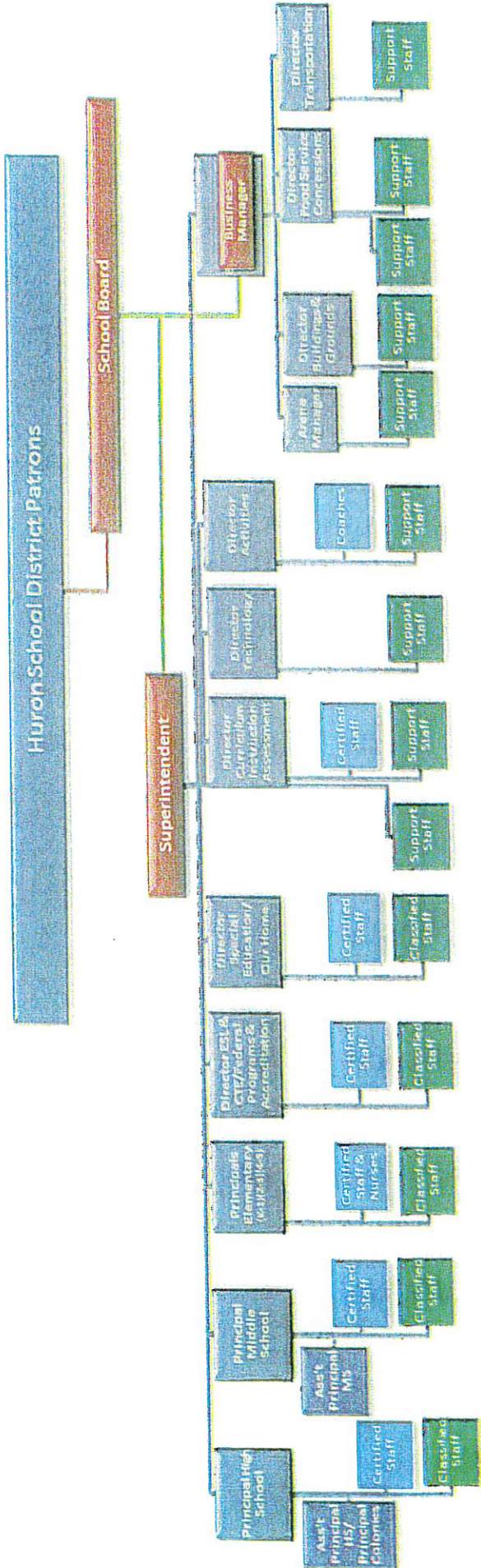
- Education Department General Administrative Regulations (EDGAR)
 - <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200)
 - <http://www.ecfr.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&node=pt2.1.200&rgn=div5>
 -
- USDE's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 3474)
 - http://www.ecfr.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/ecfrbrowse/Title02/2cfr3474_main_02.tpl
- State regulations, rules, and policies
 - South Dakota Legislative Research Council Codified Laws
http://sdlegislature.gov/statutes/Codified_Laws/
- District regulations, rules, and policies
 - <http://public.rcas.org/administration/SoS/RCASPolicies/Pages/Policies.aspx>
- Organizational Chart
 - Appendix D


APPENDIX D

Organizational Chart

	Huron School District #2-2 Policies and Regulations	Code: CDB Organizational Chart
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Organizational Chart



	Huron School District #2-2	Code: DL
	Policies and Regulations	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~~ \$50,000 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~~ \$50,000 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~~ \$50,000 or more, and for contracts for public improvement of \$100,000 or more;
5. Sole source procurement;
6. Emergency procurement.
7. Use of federal grant funds for 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	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.

7. USE OF FEDERAL GRANT FUNDS FOR PROCUREMENT

The following are acceptable methods of procurement per the federal uniform grant guidance:

- Micro-purchases of products costing \$10,000 or less do NOT require quotes to be received and effort should be made to distribute evenly these purchases to qualified suppliers. The micro-purchase threshold for services is \$2,500 (Service Contract Labor Standards—formerly the Service Contract Act of 1965), and is \$2,000 for construction services (Construction Wage Rate Requirements Statute—formerly the Davis-Bacon Act).
- Small purchases from supplies or other property and services in excess of \$10,000 and do not exceed \$250,000 do require quotes but NO pricing analysis. If used, price or rate quotations must be obtained from an adequate number of qualified sources.
- Sealed bids are required for purchases of \$250,000 or greater. Firm fixed price is awarded and must include at least two responsible bidders.
- Competitive proposals may be used for projects over \$250,000.
- Noncompetitive proposals (sole source) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when certain circumstances apply.

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.