Agenda
Deuel School District #19-4
Regular School Board Meeting
April 10, 2023
6:00 p.m.

I. Call to Order Chairperson Gubrud ___ p.m.

Brandt	Nielsen	Gubrud	TeKrony	Prins
Schiernbeck	Mitchell	Rahlf	Amdahl	

A. Adopt the Agenda.
Motion: **Second:**

B. Public Comment / Visitors
a. Matt Nutter – School Resource Officer
b. Troy Hieb – Audit Report

II. Conflict of Interest Disclosures

III. Approve the consent agenda items.
A. Approve the minutes of the March 13, 2023 regular meeting, the March 27, 2023 special meeting, and the April 3, 2023 special meeting.
B. Approve March Financial Reports as follows:

	General Fund	Capital Outlay	Capital Projects	Special Education	Food Service	Other Enterprise	Trust and Agency	Private Purpose Trust	Total
Balance	1,107,472.90	5,652,103.16	4,397,849.03	412,238.19	7,025.39	(2,827.34)	123,874.37	65,563.60	11,763,299.30
Receipts:									
Local	59,577.12	62,148.95	15,050.79	21,255.95	39,539.45	-	76,314.22	43,090.00	316,976.48
State	115,194.00	-	-	-	-	-	-	-	115,194.00
Federal	-	-	-	-	8,295.00	-	-	-	8,295.00
Other	-	-	-	-	-	-	-	-	-
Total Receipts	174,771.12	62,148.95	15,050.79	21,255.95	47,834.45	-	76,314.22	43,090.00	440,465.48
G.L. Entries	-	-	-	-	-	-	-	-	-
Disbursements:									
Accts. Payable	62,581.40	71,944.91	247,173.16	5,479.10	16,810.31	-	73,716.92	-	477,705.80
Hourly Payroll	55,418.14	-	-	25,376.85	13,387.85	-	-	-	94,182.84
Contracted Payroll	237,920.95	-	-	28,954.79	-	-	-	-	266,875.74
P-Card	1,122.61	427.12	-	59.94	-	-	132.53	-	1,742.20
Flex/HS Deducts	-	-	-	-	-	-	680.84	-	680.84
Prior Adj	-	-	-	-	-	-	-	-	-
CO Cert Pmts	-	-	-	-	-	-	-	-	-
Pre-Paids	27.07	-	-	-	-	-	-	-	27.07
Total Disbursements	357,070.17	72,372.03	247,173.16	59,870.68	30,198.16	-	74,530.29	-	841,214.49
Balance	925,173.85	5,641,880.08	4,165,726.66	373,623.46	24,661.68	(2,827.34)	125,658.30	108,653.60	11,362,550.29

C. Authorize payment of March Payroll as follows:

	March, 2023 Payroll			
Hourly	General	Spec. Ed.	Food Serv	Other Ent.
OASI	$ 6,800.70	$ 2,625.28	$ 1,392.90	$ -
FIT	$ 1,460.88	$ 483.64	$ 73.36	$ -
INS	$ 5,772.38	$ 6,157.76	$ 3,156.67	$ -
SDRS	$ 3,817.26	$ 2,026.20	$ 956.58	$ -
OD	$ 397.11	$ 467.58	$ 250.00	$ -
NET	$ 37,169.81	$ 13,616.39	$ 7,558.34	$ -
TOTAL	$ 55,418.14	$ 25,376.85	$ 13,387.85	$ -
Total Hourly		$ 94,182.84		
Contracted	General	Spec. Ed.	Other Ent.	
OASI	$ 27,576.44	$ 2,845.64	$ -	
FIT	$ 11,728.64	$ 918.79	$ -	
INS	$ 32,458.81	$ 7,847.17	$ -	
SDRS	$ 21,797.56	$ 2,510.56	$ -	
OD	$ 5,622.62	$ 259.51	$ -	
NET	$ 138,736.88	$ 14,573.12	$ -	
TOTAL	$ 237,920.95	$ 28,954.79	$ -	
Total Contracted		$ 266,875.74		
Total Payroll		$ 361,058.58		

Motion: **Second:**

IV. Motion to approve payment of March bills. (Attached)

Motion: **Second:**

V. Transactions of Official Business

A. Motion to approve the FY21 and FY22 Combined Audit Report as submitted to the Department of Legislative Audit.

Motion: **Second:**

B. Motion to accept the ASBSD Workers Compensation Renewal.

Motion: **Second:**

C. Motion to adopt the SDHSAA Resolution.

Motion: **Second:**

D. Motion to approve volunteer coach Alan Armstrong.

Motion: **Second:**

E. Motion to adopt the following new policies:

i. GBCA-Staff Conflict of Interest
ii. GCBDE-Family and Medical Leave
iii. GCDB-Criminal Background Checks
iv. GCDB-E(1)-Applicants Privacy Rights
v. GCPD-Suspension Without Pay and Dismissal of Professional Staff Members
vi. GDPD-Suspension and Dismissal of Support Staff Members
vii. GCPDA-Professional Staff Member Administrative Leave with Pay

Motion: **Second:**

F. Motion to adopt the following revised policies:

i. HA-Negotiations Goals

ii. HB-Negotiations Legal Status
iii. HD-School Board Negotiating Power and Duties
iv. HE-Board Negotiations Agents
v. HH-Privileges of Staff Negotiating Organizations
vi. HL-Preliminary Negotiated Agreement Disposition
vii. HN-Impasse Procedures

Motion: **Second:**

VI. Reports and Discussion

A. Superintendent Schiernbeck
   i. Building Update
   ii. Snow Days/Hours
   iii. Security Training
   iv. Summer School
   v. Open Positions
   vi. Negotiations
   vii. UPCOMING EVENTS
      1. April Interim Meeting-TBD
      2. Regular Meeting-May 8th, 2023

B. Principal Mitchell
   i. MS Students of the Month for March.
      1. Science – Tyson Hagberg
      2. Math – Adella Hawley
      3. ELA – Shyla Tvedt
      4. Social Studies – Tatum Sather
   ii. HS Students of the Month for March.
      1. CTE – Owen Quail
      2. Science – Ella Kerkvliet
      3. Math – Roxanne Raml
      4. English – Makia Moe
      5. History – Caleb Ronne
      6. Music – Jacob Greene
      7. Art – Kaden Tekrony
   iii. Region Science Fair
      1. Gabe Mattson
         a. 2nd Place in the Computer Science/Engineering/Math Category
      2. Tatum Sather
      3. Amelia Giese
   iv. Senior Class Valedictorian
   v. PT Conferences
   vi. Upcoming Events
      1. Dusty Johnson visit – April 11th
      2. *Senior Retreat – April 13th*
      3. *Smarter Balance Testing – April 17th – 20th and April 26th – 28th*
      4. *Senior Expo – April 19th*
      5. HS Academic Awards Night – April 27th

c. Principal Rahlf
   i. March Student of the Month

1. JK - Crue Bucknell
2. K - David Starner
3. 1st - Natalie Van Hofwegen
4. 2nd - Kollyns Rolfsmeier
5. 3rd - Austen VonEye
6. 4th - Luke Fieber
7. 5th - Emma Mitchell

ii. March Cardinal Card Winners
1. Will add this when we hold our assembly on 4/6/23

iii. Elementary Parent/Teacher conferences were held on March 23rd and 30th

iv. Sweet Treats and Stinky Feets Incentive

v. Teachers are starting to plan end of the year field trips

vi. State testing and MAPS testing

vii. 3rd -5th Music Concert
1. May 16th @ 6:30

d. Athletic Director:

i. School Play will be held on April 14th @ 6pm and April 15th @ 3pm

ii. Spring Sports:
1. Track
a. They have kicked off practice but have been doing many things inside lately.
b. They have competed in two indoor events
c. Varsity Home meets on April 11th and April 18th have been cancelled
d. JH home meet is April 21st – doubtful this will happen.
2. Golf
a. They have been holding indoor practice
b. HS home meets are May 12th and May 19th (May 12th boys will be here and girls will be at Castlewood)
c. JH Home meet is May 2nd
3. Softball
a. They have been practicing indoors
b. 16 girls participating
c. Going to be a struggle in April to hold games

iii. Sports Physicals
1. Currently do triennial physicals – full sports physical every 3 years
2. Will be transitioning to requiring a full sports physical every year going forward

iv. Winter Sports Awards Banquet
1. Held on March 20th
2. It was well attended and a great night to show off our student athletes.

e. Business Manager Amdahl

i. Budget
1. Budget Requisitions have been submitted
2. Next Steps: Administrative Approval

ii. Food Service Directorship Services
    1. Started receiving menus and bid documents for next school year
iii. TMS
    1. We are currently experiencing connection issues
    2. Wide-spread issue being addressed by the manufacturer
iv. ELABO Meeting – March 29, 2023
    1. Reporting Reminders, Changes from Prior Years
    2. Upcoming Convention – April 25-27

f. NESC Representative Prins – March 20, 2023 Meeting

VII. Other Business
A. Strategic Plan Edits

VIII. Motion to enter Executive Session for personnel matters per SDCL 1-25-2(1) and for negotiation matters per SDCL 1-25-2(4) at ____ pm.
Motion: **Second:**

IX. Motion to adjourn at ____ pm.
Motion: **Second:**

Minutes
Deuel School District #19-4
Regular School Board Meeting
March 13, 2023
6:00 p.m.

The regular meeting of the Deuel School District Board of Education was called to order on Monday, March 13, 2023, at 6:00pm by Chairperson Gubrud. Members present: Nielsen, Gubrud, TeKrony and Prins (zoom). Others present included Superintendent Schiernbeck, Principal Mitchell, Principal Rahlf, Business Manager Amdahl, Brian Tvedt and Cassidy Kirby.

Cassidy Kirby ready the Mission and Belief Statements of the Board of Education.

Action 3B-1
Motion by Tekrony, seconded by Nielsen to adopt the agenda with amendments to remove Troy Hieb and the Audit Report transaction and add Action 3B-6 and Action 3B-7. Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Brian Tvedt spoke to the board about his newest classes and his collaboration with LATC. There were no conflict-of-interest disclosures presented.

Action 3B-2
Motion by Nielsen, seconded by TeKrony to approve the consent agenda items.
Approve the minutes of the February 22, 2023, regular meeting and the March 2, 2023 special meeting.
Approve February Financial Reports as follows:

	General Fund	Capital Outlay	Capital Projects	Special Education	Food Service	Other Enterprise	Trust and Agency	Private Purpose Trust	Total
Balance	1,181,651.40	5,511,861.65	5,113,452.65	443,174.74	7,106.12	(2,827.34)	113,802.53	65,563.60	12,433,785.35
Receipts:									
Local	108,971.32	93,959.32	14,969.02	37,168.16	19,587.03	-	83,798.02	-	358,452.87
State	187,325.62	-	-	-	-	-	-	-	187,325.62
Federal	7,766.00	69,758.00	-	-	15,774.34	-	-	-	93,298.34
Other	-	-	-	-	-	-	-	-	-
Total Receipts	304,062.94	163,717.32	14,969.02	37,168.16	35,361.37	-	83,798.02	-	639,076.83
G.L. Entries	-	-	-	-	-	-	-	-	-
Disbursements:									
Accts. Payable	65,444.73	22,957.01	730,572.64	5,559.33	19,068.50	-	75,039.62	-	918,641.83
Hourly Payroll	69,670.79	-	-	31,685.09	16,373.60	-	-	-	117,729.48
Contracted Payroll	239,512.98	-	-	30,860.29	-	-	-	-	270,373.27
P-Card	3,575.80	518.80	-	-	-	-	724.34	-	4,818.94
Flex/HS Deducts	-	-	-	-	-	-	737.22	-	737.22
Prior Adj	-	-	-	-	-	-	(2,775.00)	-	(2,775.00)
CO Cert Pmts	-	-	-	-	-	-	-	-	-
Pre-Paids	37.14	-	-	-	-	-	-	-	37.14
Total Disbursements	378,241.44	23,475.81	730,572.64	68,104.71	35,442.10	-	73,726.18	-	1,309,562.88
Balance	1,107,472.90	5,652,103.16	4,397,849.03	412,238.19	7,025.39	(2,827.34)	123,874.37	65,563.60	11,763,299.30

Authorize payment of February Payroll as follows:

		February, 2023 Payroll			
Hourly		General	Spec. Ed.	Food Serv	Other Ent.
OASI		$ 8,411.66	$ 3,473.66	$ 1,766.12	$ -
FIT		$ 2,187.88	$ 770.29	$ 222.47	$ -
INS		$ 8,136.33	$ 6,160.78	$ 3,372.67	$ -
SDRS		$ 4,986.46	$ 2,697.40	$ 1,244.40	$ -
OD		$ 572.20	$ 392.49	$ 250.00	$ -
NET		$ 45,376.26	$ 18,190.47	$ 9,517.94	$ -
TOTAL		$ 69,670.79	$ 31,685.09	$ 16,373.60	$ -
Total Hourly			$ 117,729.48		
Contracted		General	Spec. Ed.	Other Ent.	
OASI		$ 28,156.78	$ 3,101.24	$ -	
FIT		$ 11,942.81	$ 1,027.34	$ -	
INS		$ 29,966.53	$ 7,856.39	$ -	
SDRS		$ 21,794.86	$ 2,711.22	$ -	
OD		$ 5,571.79	$ 260.34	$ -	
NET		$ 142,080.21	$ 15,903.76	$ -	
TOTAL		$ 239,512.98	$ 30,860.29	$ -	
Total Contracted			$ 270,373.27		
Total Payroll			$ 388,102.75		

Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Action 3B-3
Motion by Nielsen, seconded by Tekrony to approve payment of February bills. Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Action 3B-4
Motion by TeKrony, seconded by Prins to approve the following new policies:
FC Facilities Capitalization Program
FEFA Contractors Fair Employment Clause
FEFB Bonds For Public Improvement Contracts
Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Action 3B-5
Motion by TeKrony, seconded by Nielsen to approve the following reviewed and revised policies:
FB Facilities Planning
FEB Selection Of Architect
GBA Equal Opportunity Employment
GBC Staff Ethics
GBCB Staff Conduct
GBCBA Freedom Of Expression
GBCBAA Search And Seizure
GBE Staff Health And Safety
GBEB Employee Communicable Diseases
GBEC Use Of Alcohol, Drugs, And Controlled Substances
GBG Staff Participation In Political Activities
GBGA District Involvement In Political Activity
GBL Personnel Records
GBM Staff Complaints And Grievances

GBO Exit Interview
GCBDC Jury Duty
GCE Part-Time And Subsitute Employment-Professional Staff
GCPB Resignation Of Professional Staff Members
GDB Non-Certified Staff Contracts And Compensation
Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Action 3B-6
Motion by Prins, seconded by Nielsen to accept resignation of Katelyn Crooks as Middle School Science Teacher. Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Action 3B-7
Motion by Prins, seconded by Nielsen to accept resignation of Scott Mitchell as High School Principal. Aye – Nielsen, Prins, and Gubrud. Nay – TeKrony. Motion carried.

Superintendent Schiernbeck reported on the building project, legislative session, negotiations, ESSER funds, Teacher of the Year, colloquium/TIE conference, Drama Club, Drivers Education security cameras and Continuous School Improvement. Upcoming events include the March Interim Meeting on 3/27 at 6pm and the next Regular meeting on 4/10 at 6pm.

Principal Mitchell recognized the following MS Students of the Month: Science – Alayna Carlson, Math – Kenton Timmons, ELA – Brekkon Coleman, Social Studies – Claire Spilde. Mitchell recognized the following HS Students of the Month: CTE – Matthew Buyert, Science – Sara Kreger, Math – Allison Nielsen, English – Sienna Martinell, History – Anthony Koppman, Music – Aidan Baer, Art – Rachel Knight. Mitchell reported on Friday Help Sessions and PT Conferences. Upcoming Events include NCRC Test – March 14th, State Student Council MS and HS – March 27th – 29th, Career Fair at Deubrook – March 30th, and Prom – April 1st.

Principal Rahlf recognized the following February Student of the Month: JK - Gunaar Budahl, K - Jordyn Dahl, 1st - Hattie Seuser, 2nd - Henry Needham, 3rd - Savanna Harmon, 4th - Carli Spilde, 5th - Jace Warren. Principal Ralph recognized the following February Cardinal Card Winners: Reese Sander, Henry Needham, Raychel Bolden, Kade Bucknell, and Izziah Carter. Rahlf reported on School Store, Fridays, MAPS Testing, South Dakota Smarter Balanced Testing and Elementary Conferences:

Ralph congratulated Dominic Constant, Jaxon Quail, Corbin Whiteley, Gavin Kloos, and Justin Granum who qualified for State Wrestling. Rahlf reported on the wrap up of winter sports and congratulated the following student athletes: Justin Granum for placing 6th at State Wrestling, Josie Andersen for being selected to the LCC All-Conference basketball team, Trey Maaland for being selected to the LCC All-Conference basketball team and Gavin Benck, Trey Maaland and Braydon Simon for being selected to the NEC All-Conference basketball teams. Upcoming practices include Track on March 14th, Softball on March 20th, Golf is to be determined.

Business Manager Amdahl reported on Budget, Beef to School Programs, Dakota 10 Food Service Directorship Group, and the ELABO Meeting.

NESC Representative Prins reported on the February 20, 2023 Meeting.

No other business was presented.

Action 3B-8
Motion by TeKrony, seconded by Nielsen to adjourn at 7:30pm. Aye – Nielsen, Prins, TeKrony and Gubrud. Nay – None. Motion carried.

Dylan Amdahl, Business Manager	Wade Gubrud, Chairperson

Minutes
Deuel School District #19-4
Special School Board Meeting
March 27, 2023
5:30 p.m.

The special meeting of the Deuel School District Board of Education was called to order on Monday, March 27, 2023, at 5:30pm by Chairperson Gubrud. Members present: Brandt, Nielsen, Gubrud, TeKrony and Prins. Other present included Superintendent Schiernbeck, Principal Mitchell, Principal Rahlf and Business Manager Amdahl.

Action 3C-1
Motion by TeKrony, seconded by Prins to adopt the agenda. All present voted aye. Motion carried.

Ryan Hess with Studer Consulting presented a Continuous School Improvement plan to the board.

Action 3C-2
Motion by TeKrony, seconded by Nielsen to accept the Joint Power Agreement with NPIP. All present voted aye. Motion carried.

Action 3C-3
Motion by Prins, seconded by Brandt to accept the Child Nutrition Directorship Membership Agreement. All present voted aye. Motion carried.

Action 3C-4
Motion by Brandt, seconded by Nielsen to accept resignation of Alexsis Van Wormer as a paraprofessional. All present voted aye. Motion carried.

Action 3C-5
Motion by Brandt, seconded by TeKrony to approve contract with Caleb Mack as Business Teacher for the 2023-2024 School Year. All present voted aye. Motion carried.

Action 3C-6
Motion by Nielsen, seconded by Prins to approve the School Improvement Plan. All present voted aye. Motion carried.

Superintendent Schiernbeck reviewed the Strategic Plan with the board.

Action 3C-7
Motion by Brandt, seconded by Nielsen to enter Executive Session for personnel matters per SDCL 1-25-2(1) and for negotiation matters per SDCL 1-25-2(4) at 8:02pm. All present voted aye. Motion carried. Board Chaiperson Gubrud declared the board out of executive session at 9:47pm.

The finance committee schedule their next meeting.

Action 3C-8
Motion by TeKrony, seconded by Nielsen to adjourn at 9:50pm. All present voted aye. Motion carried.

_____	_____
Dylan Amdahl, Business Manager	Wade Gubrud, Chairperson

Minutes
Deuel School District #19-4
Special School Board Agenda
April 3, 2023
7:00 p.m.

The special meeting of the Deuel School Board of Education was called to order on Monday, April 3, 2023 at 7:02pm by Chairperson Gubrud. Members present: Brandt, Gubrud, Nielsen, TeKrony, and Prins. Others present included Superintendent Schiernbeck, Principal Mitchell, Principal Rahlf, Business Manager Amdahl, Dustin Hourigan, Kim Eggers, and Lynn Stoltenburg.

Action 4A-1
Motion by TeKrony, seconded by Nielsen to adopt the agenda. All present voted aye. Motion carried.

Action 4A-2
Motion by Prins, seconded by Nielsen to enter Executive Session for negotiation matters per SDCL 1-25-2(4) at 7:15 pm. All present voted aye. Motion carried.
Chairperson Gubrud declared the board out of executive session at 8:39pm.

No other business was presented.

Action 4A-3
Motion by Nielsen, seconded to Prins to adjourn at 8.39pm. All present voted aye. Motion carried.

_____ _____
Dylan Amdahl, Business Manager Wade Gubrud, Chairperson

DEUEL SCHOOL DISTRICT 19-4
CASH REPORT

	General Fund	Capital Outlay	Capital Projects	Special Education	Food Service	Other Enterprise	Trust and Agency	Private Purpose Trust	Total
Balance	1,107,472.90	5,652,103.16	4,397,849.03	412,238.19	7,025.39	(2,827.34)	123,874.37	65,563.60	11,763,299.30
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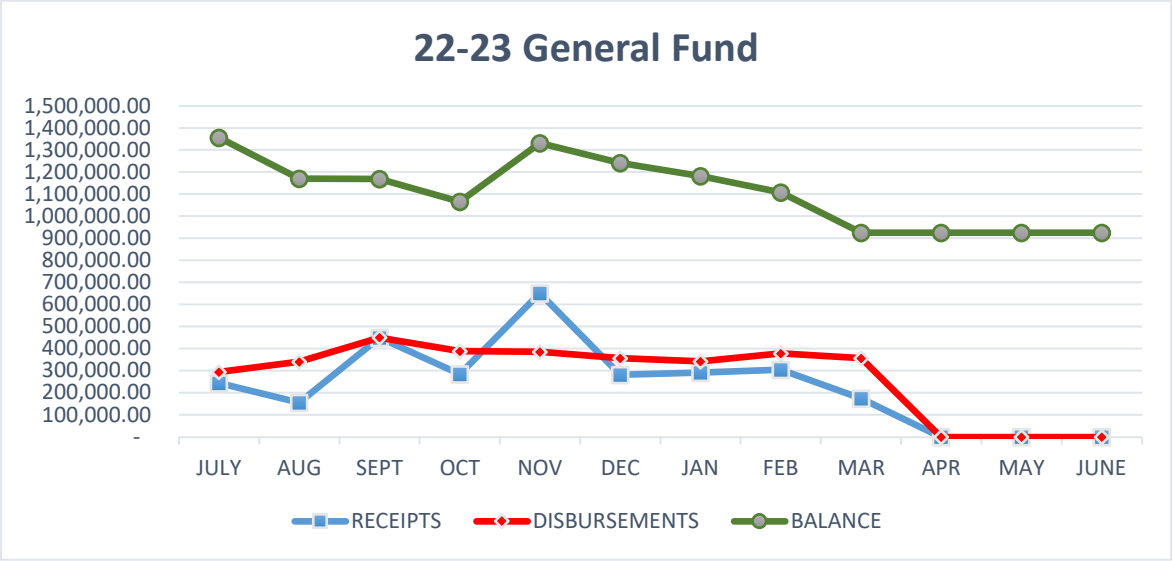
State	115,194.00	-	-	-	-	-	-	-	115,194.00
Federal	-	-	-	-	8,295.00	-	-	-	8,295.00
Other	-	-	-	-	-	-	-	-	-
Total Receipts	174,771.12	62,148.95	15,050.79	21,255.95	47,834.45	-	76,314.22	43,090.00	440,465.48
G.L. Entries	-	-	-	-	-	-	-	-	-
Disbursements:									
Accts. Payable	62,581.40	71,944.91	247,173.16	5,479.10	16,810.31	-	73,716.92	-	477,705.80
Hourly Payroll	55,418.14	-	-	25,376.85	13,387.85	-	-	-	94,182.84
Contracted Payroll	237,920.95	-	-	28,954.79	-	-	-	-	266,875.74
P-Card	1,122.61	427.12	-	59.94	-	-	132.53	-	1,742.20
Flex/HS Deducts	-	-	-	-	-	-	680.84	-	680.84
Prior Adj	-	-	-	-	-	-	-	-	-
CO Cert Pmts	-	-	-	-	-	-	-	-	-
Pre-Paids	27.07	-	-	-	-	-	-	-	27.07
Total Disbursements	357,070.17	72,372.03	247,173.16	59,870.68	30,198.16	-	74,530.29	-	841,214.49
Balance	925,173.85	5,641,880.08	4,165,726.66	373,623.46	24,661.68	(2,827.34)	125,658.30	108,653.60	11,362,550.29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1,500,000.00
1,400,000.00
1,300,000.00
1,200,000.00
1,100,000.00
1,000,000.00
900,000.00
800,000.00
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-
JULY
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JAN
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MAR
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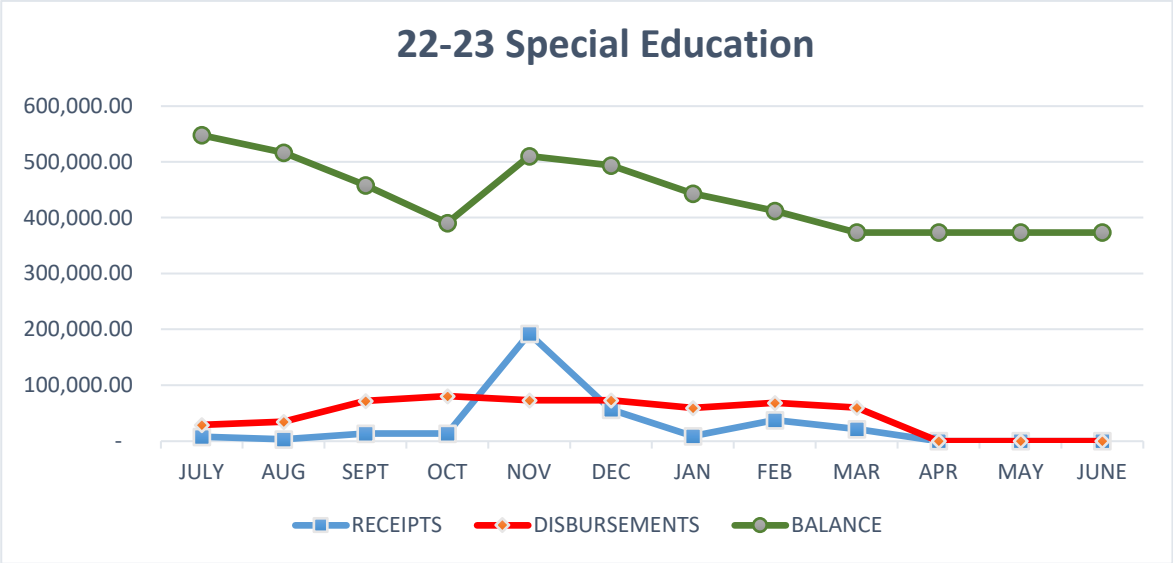
MAY
JUNE
RECEIPTS
DISBURSEMENTS
BALANCE


22-23 Special Education
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
JULY
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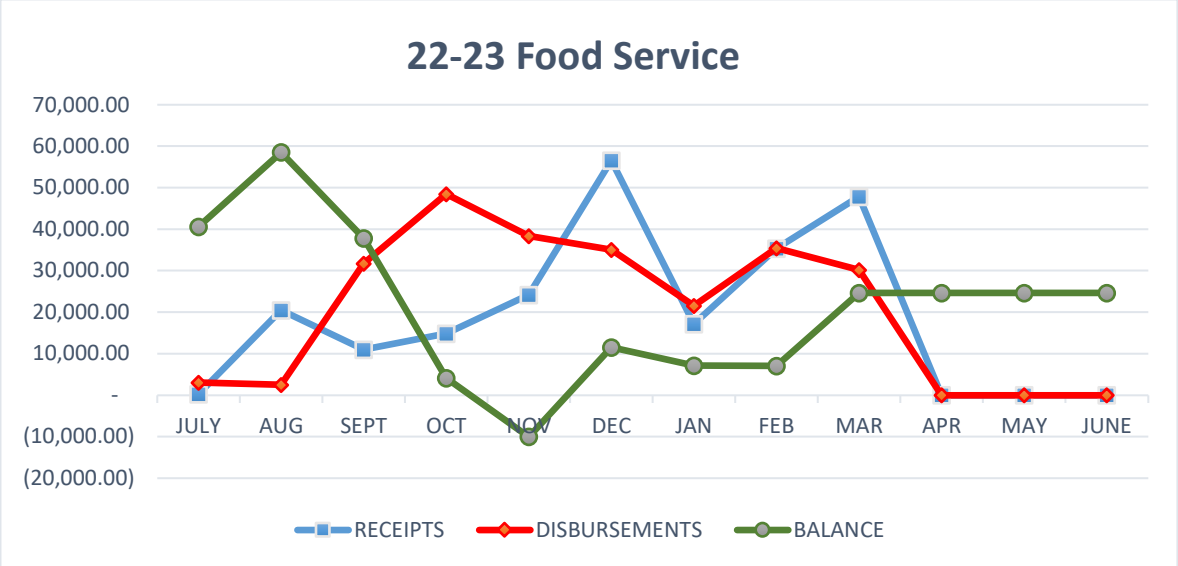
RECEIPTS
DISBURSEMENTS
BALANCE


22-23 Food Service
70,000.00
60,000.00
50,000.00
40,000.00
30,000.00
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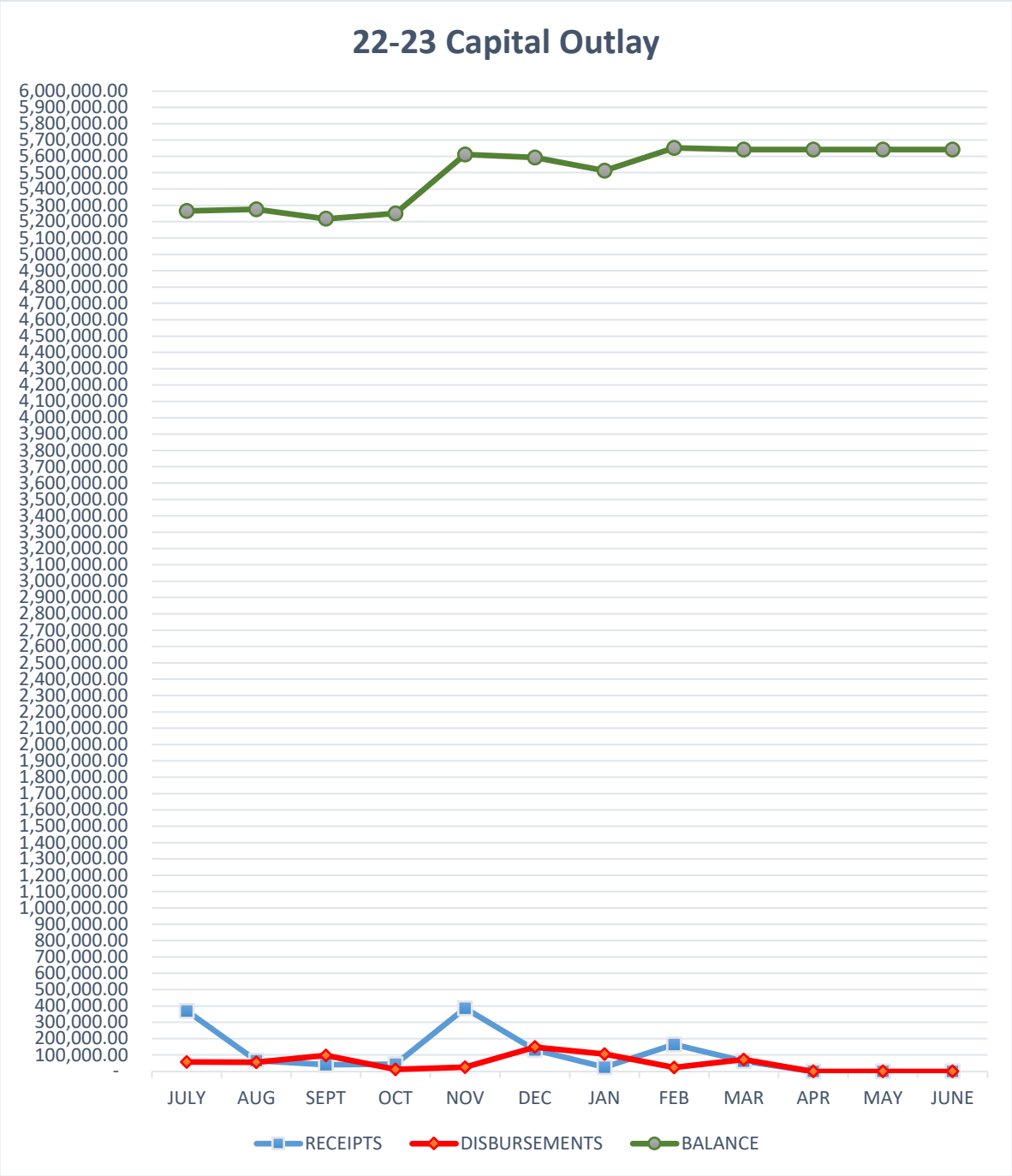
RECEIPTS
DISBURSEMENTS
BALANCE


22-23 Capital Outlay
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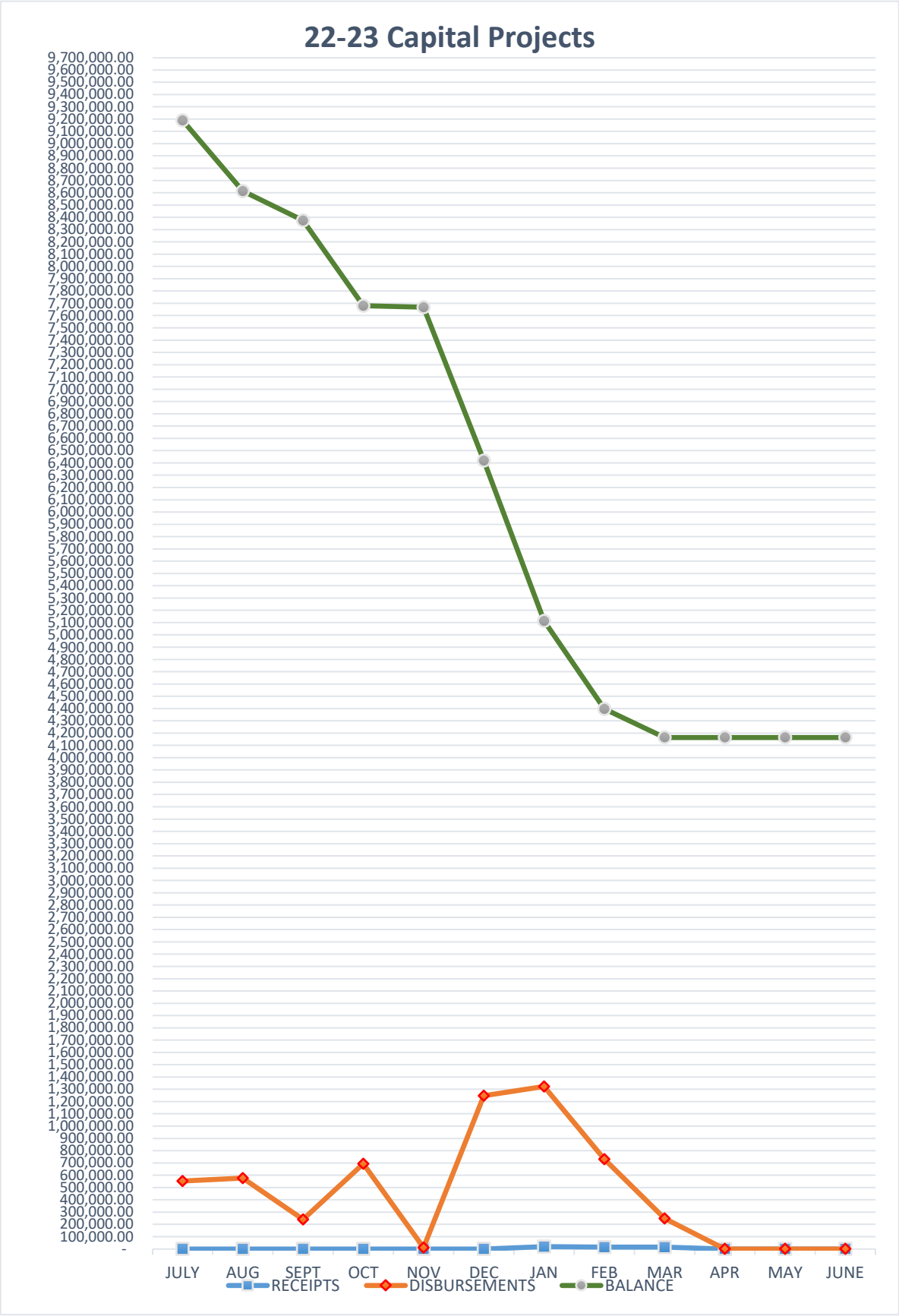
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MAY
JUNE
RECEIPTS
DISBURSEMENTS
BALANCE

Deuel School District
Hasslen Draw Schedule

	Estimated	Actual	Difference
October-21	5,625	5,625	-
December-21	1,875	1,875	-
March-22	7,500	7,500	-
May-22	165,000	-	165,000
June-22	779,000	120,315	658,685
July-22	779,000	204,152	574,848
August-22	779,000	531,765	247,235
September-22	779,000	225,722	553,278
October-22	323,000	675,234	(352,234)
November-22	323,000	-	323,000
December-22	323,000	1,244,018	(921,018)
January-23	1,175,258	1,311,905	(136,647)
February-23	779,000	719,020	59,980
March-23	1,292,000	235,621	1,056,379
April-23	1,292,000	375,537	916,463
May-23	1,292,000		
June-23	1,292,000		
July-23	779,000		
August-23	517,750		
September-23	256,500		
November-23	681,079		
	13,621,587	5,658,289	3,144,969

Current Contingency Balance
358,792

GMP Remaining
7,963,298

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	41 CAPITAL PROJECTS FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
Total Assets and Deferred Outflows of Resources							
Current Assets							
101 GF Demand Deposits	(11,555.04)	58,381.12	0.00	(29,250.00)	0.00	0.00	17,576.08
102 PAYROLL DEPOSITS	(9,737.99)	0.00	(703.80)	0.00	0.29	11,386.23	944.73
105 POOLED FUND DEPOSITS	946,466.88	5,583,498.96	374,327.26	4,194,976.66	24,661.39	(14,213.57)	11,109,717.58
108 GF Advance Payments	5,356.35	0.00	0.00	0.00	0.00	0.00	5,356.35
110 220 TAXES RECEIVABLE	(8,826.81)	(4,723.33)	(2,499.35)	0.00	0.00	0.00	(16,049.49)
110 221 SE Tax Receivable - Payable 2022	21,176.50	(30,164.26)	(13,003.50)	0.00	0.00	0.00	(21,991.26)
110 222 SE - Taxes Receivable - Payable 2023	(132,824.88)	(75,543.92)	(34,700.06)	0.00	0.00	0.00	(243,068.86)
112 216 TAXES RECEIVABLE	(882.35)	(907.34)	(553.40)	0.00	0.00	0.00	(2,343.09)
112 217 TAXES RECEIVABLE	(421.81)	(180.52)	(323.81)	0.00	0.00	0.00	(926.14)
112 218 TAXES RECEIVABLE	194.88	(261.82)	296.03	0.00	0.00	0.00	229.09
112 219 TAXES RECEIVABLE	1,275.98	936.67	315.25	0.00	0.00	0.00	2,527.90
112 220 SE Tax Receivable - Payable 2021	2,952.14	2,005.35	1,077.91	0.00	0.00	0.00	6,035.40
112 221 SE - Taxes Receivable - Payable 2022	(1,910.15)	(1,718.29)	(909.35)	0.00	0.00	0.00	(4,537.79)
120 011 GF Accounts Receivable Regular	1,546.38	0.00	0.00	0.00	285.76	0.00	1,832.14
120 012 GF Accounts Receivable Collections	0.00	0.00	0.00	0.00	3,382.25	1,567.78	4,950.03
120 ACCOUNTS RECEIVABLE	0.00	0.00	0.00	0.00	691.07	0.00	691.07
140 GF Due From Federal Govt	99,007.80	0.00	0.00	0.00	0.00	0.00	99,007.80
170 101 SUPPLIES INVENTORY CLEAR LAKE	0.00	0.00	0.00	0.00	2,261.97	0.00	2,261.97
171 101 FOOD INVENTORY CLEAR LAKE	0.00	0.00	0.00	0.00	9,439.11	0.00	9,439.11
172 101 COMMODITY INVENTORY CLEAR LAKE	0.00	0.00	0.00	0.00	6,709.47	0.00	6,709.47
191 DEPOSIT INSURANCE POOL	40,546.00	0.00	0.00	0.00	0.00	0.00	40,546.00
196 NET PENSION ASSET	0.00	0.00	0.00	0.00	152.12	22.83	174.95
Current Assets	952,363.88	5,531,322.62	323,323.18	4,165,726.66	47,583.43	(1,236.73)	11,019,083.04
Long-term Assets							
204 EQUIPMENT-LOCAL	0.00	0.00	0.00	0.00	61,635.17	0.00	61,635.17
205 EQUIPMENT-FEDERAL ASSIST.	0.00	0.00	0.00	0.00	2,893.26	0.00	2,893.26

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	41 CAPITAL PROJECTS FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
208 ACCUM DEPRECIATION-LOCAL	0.00	0.00	0.00	0.00	(51,127.90)	0.00	(51,127.90)
209 ACCUM DEPR-FEDERAL	0.00	0.00	0.00	0.00	(2,893.26)	0.00	(2,893.26)
Long-term Assets	0.00	0.00	0.00	0.00	10,507.27	0.00	10,507.27
Deferred Outflows of Resources							
252 PENSION RELATED DEFERRED OUTFLOWS	0.00	0.00	0.00	0.00	24,206.05	3,965.11	28,171.16
253 OE OPEB Deferred Outflows	0.00	0.00	0.00	0.00	1,295.00	240.00	1,535.00
Deferred Outflows of Resources	0.00	0.00	0.00	0.00	25,501.05	4,205.11	29,706.16
Total Assets and Deferred Outflows of Resources	952,363.88	5,531,322.62	323,323.18	4,165,726.66	83,591.75	2,968.38	11,059,296.47
Total Liabilities, Deferred Inflows of Resources, and Fund Equity							
Current Liabilities							
402 ACCOUNTS PAYABLE	277.20	0.00	88.20	0.00	0.00	0.00	365.40
404 CONTRACTS PAYABLE	32,200.67	0.00	225.00	0.00	0.00	0.00	32,425.67
451 FICA PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452 FIT PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
453 INSURANCE PAYABLE	2,836.59	0.00	673.83	0.00	20.68	122.24	3,653.34
454 RETIREMENT PAYABLE	87.00	0.00	0.00	0.00	0.00	0.00	87.00
455 OTHER DEDUCTIONS PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
456 TSA PAYABLE	25.00	0.00	0.00	0.00	0.00	0.00	25.00
457 BENEFITS PAYABLE	13,235.44	0.00	3,585.84	0.00	3,115.00	0.00	19,936.28
471 DEPOSITS PAYABLE	0.00	0.00	0.00	0.00	11,207.11	0.00	11,207.11
Current Liabilities	48,661.90	0.00	4,572.87	0.00	14,342.79	122.24	67,699.80
Long-term Liabilities							
506 Net OPEB Liability	0.00	0.00	0.00	0.00	14,502.00	2,689.00	17,191.00
559 OTHER DEFERRED INFLOWS	0.00	0.00	0.00	0.00	12,655.54	0.00	12,655.54
Long-term Liabilities	0.00	0.00	0.00	0.00	27,157.54	2,689.00	29,846.54
Other Liabilities							
475 Unearned Revenue	0.00	0.00	0.00	0.00	37,923.30	0.00	37,923.30
Other Liabilities	0.00	0.00	0.00	0.00	37,923.30	0.00	37,923.30
Deferred Inflows of Resources							

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	41 CAPITAL PROJECTS FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
551 UNAVAILABLE REVENUE-PROPERTY TAXES	(119,266.50)	(110,557.46)	(50,300.28)	0.00	0.00	0.00	(280,124.24)
554 PENSION RELATED DEFERRED INFLOWS	0.00	0.00	0.00	0.00	20,210.48	1,652.48	21,862.96
555 OE OPEB Deferred Inflows	0.00	0.00	0.00	0.00	(8,789.54)	717.00	(8,072.54)
559 OTHER DEFERRED INFLOWS	0.00	0.00	0.00	0.00	0.00	1,390.07	1,390.07
Deferred Inflows of Resources	(119,266.50)	(110,557.46)	(50,300.28)	0.00	11,420.94	3,759.55	(264,943.75)
Fund Balance							
704 005 UNDESIGNATED FUND BALANCE	0.00	0.00	0.00	(5,198,826.20)	0.00	0.00	(5,198,826.20)
706 TOTAL FIXED ASSETS	0.00	0.00	0.00	0.00	10,507.27	0.00	10,507.27
707 RESTRICTED NET POSITION	0.00	0.00	0.00	0.00	(5,341.77)	(4,441.61)	(9,783.38)
708 008 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	0.00	0.00	4,420.61	4,420.61
708 080 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	0.00	0.00	28,012.66	28,012.66
708 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	0.00	(12,418.32)	(31,594.07)	(44,012.39)
710 920 GF Restricted Fund Balance Perkins	(18,865.31)	0.00	0.00	0.00	0.00	0.00	(18,865.31)
722 Capital Projects Fund Balance	0.00	0.00	0.00	9,364,552.86	0.00	0.00	9,364,552.86
723 RESTRICTED-CAPITAL OUTLAY	0.00	5,641,880.08	0.00	0.00	0.00	0.00	5,641,880.08
724 RESTRICTED-SPEC. ED.	0.00	0.00	369,050.59	0.00	0.00	0.00	369,050.59
753 ASSIGNED-UNEMPLOYMENT	17,707.00	0.00	0.00	0.00	0.00	0.00	17,707.00
760 UNASSIGNED -GENERAL FUND	1,024,126.79	0.00	0.00	0.00	0.00	0.00	1,024,126.79
Fund Balance	1,022,968.48	5,641,880.08	369,050.59	4,165,726.66	(7,252.82)	(3,602.41)	11,188,770.58
Total Liabilities, Deferred Inflows of Resources, and Fund Equity	952,363.88	5,531,322.62	323,323.18	4,165,726.66	83,591.75	2,968.38	11,059,296.47

Activity Fund Balance Report - Summary - Exclude Encumbrances
03/2023 - 03/2023

Fund: 60 TRUST AND CUSTODIAL

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
60 759 804	CLASS OF 2022	(183.91)	0.00	0.00	0.00	(183.91)
60 759 807	FFA	12,807.63	950.00	0.00	0.00	11,857.63
60 759 808	HS STUDENT COUNCIL	4,742.19	1,129.15	195.34	0.00	3,808.38
60 759 809	NATIONAL HONOR SOCIETY	1,271.75	41.92	0.00	0.00	1,229.83
60 759 810	KEY CLUB	3,104.87	0.00	20.00	0.00	3,124.87
60 759 811	CLEARING ACCOUNT	7,832.56	1,928.60	710.50	0.00	6,614.46
60 759 812	ACTIVITY TICKETS	4,151.75	0.00	0.00	0.00	4,151.75
60 759 813	IMPREST FUND	(7,002.38)	7,484.86	12,256.29	0.00	(2,230.95)
60 759 819	BAND	10,227.67	0.00	0.00	0.00	10,227.67
60 759 822	MENTORSHIP PROGRAM	2,727.84	0.00	0.00	0.00	2,727.84
60 759 823	VOCAL	1,638.46	0.00	0.00	0.00	1,638.46
60 759 825	CHEERLEADERS	1,024.66	0.00	0.00	0.00	1,024.66
60 759 828	TEACHERS LOUNGE	1,022.67	39.97	0.00	0.00	982.70
60 759 829	LAPTOP DEPOSIT	6,313.56	0.00	106.00	0.00	6,419.56
60 759 831	RACHELS CHALLENGE	4,914.70	0.00	0.00	0.00	4,914.70
60 759 835	BAND TRIP FUND	5,597.92	0.00	0.00	0.00	5,597.92
60 759 836	YEARBOOK STAFF	1,427.34	0.00	0.00	0.00	1,427.34
60 759 837	GYMNASTICS CLUB	68.77	0.00	0.00	0.00	68.77
60 759 838	ART CLUB	2,127.99	0.00	0.00	0.00	2,127.99
60 759 840	MEDICAL TRUST	9,471.33	59,004.46	58,106.76	0.00	8,573.63
60 759 853	Play Donation	200.00	0.00	0.00	0.00	200.00
60 759 855	SPECIAL OLYMPICS	4,632.60	0.00	0.00	0.00	4,632.60
60 759 861	MS STUDENT COUNCIL	2,703.87	855.00	0.00	0.00	1,848.87
60 759 863	BOX TOPS	2,452.64	0.00	1,782.81	0.00	4,235.45
60 759 864	Class Composites Project	694.48	0.00	0.00	0.00	694.48
60 759 865	CARDNIAL CARDS	259.83	0.00	0.00	0.00	259.83
60 759 868	PLAYGROUND CLEARING	514.97	0.00	0.00	0.00	514.97
60 759 869	DISTRICT/REGIONAL EVENT	(451.95)	1,079.50	0.00	0.00	(1,531.45)
60 759 870	STUDENT ASSISTANCE	3,356.62	0.00	1,976.00	0.00	5,332.62
60 759 875	PRESCHOOL PARENTS	1,559.25	0.00	0.00	0.00	1,559.25
60 759 876	SCOREBOARD ADS	27,200.00	0.00	0.00	0.00	27,200.00
60 759 885	ENGRAVER-RESALE	1,018.61	0.00	0.00	0.00	1,018.61
60 759 886	MULTI MEDIA ADS	3,305.10	100.00	0.00	0.00	3,205.10
60 759 900	CONNECT FOR KIDS	2,528.78	149.10	0.00	0.00	2,379.68
60 759 901	SPECIAL DONATIONS	5,200.00	0.00	0.00	0.00	5,200.00
60 759 902	GOLF	2,787.72	800.00	0.00	0.00	1,987.72
60 759 910	SECT. 125 REIMB.	(2,052.99)	680.84	355.52	0.00	(2,378.31)
60 759 920	DEWAL PERKINS	(5,765.80)	0.00	0.00	0.00	(5,765.80)

Activity Fund Balance Report - Summary - Exclude Encumbrances

03/2023 - 03/2023

Fund: 60 TRUST AND CUSTODIAL

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
60 759 923	Class of 2023	1,937.85	0.00	0.00	0.00	1,937.85
60 759 924	Class of 2024	1,635.11	286.89	805.00	0.00	2,153.22
	Fund Total: 60	127,004.06	74,530.29	76,314.22	0.00	128,787.99

Vendor	Description	Invoice Amount
Fund: 10 GENERAL FUND		
A&B PURE WATER	Supplies	172.50
A-OX WELDING SUPPLY CO. INC	Supplies	16.79
ANDOR, INC	Repairs & Maintenance	1,175.03
AUGUST 17TH GOURMET COFFEE & SANDWICH SHOPPE	Supplies	308.00
BJERKE SANITATION	Garbage Removal	400.00
BUDAHL CONSTRUCTION, INC.	Purchased Services	5,600.00
CANBY CHIROPRACTIC CENTER	Purchased Services	80.00
CITY OF CLEAR LAKE	Water & Sewer	1,111.14
CLEAR LAKE BUILDING CENTER	Supplies	610.46
CLEAR LAKE COURIER	Purchased Services & Supplies	785.06
DAKOTA SPORTS INC	Equipment & Supplies	1,169.35
DEUEL COUNTY MOTOR SUPPLY	Repairs & Maintenance, Supplies	207.56
DEUEL SCHOOL - TRUST & CUSTODIAL	Imprest Reimbursement	4,445.57
Electronix Express	Supplies	799.20
HILLYARD/SIOUX FALLS	Supplies	2,838.60
ITC	Telephone	706.56
JOSTENS INC	Supplies	520.89
MAYNARDS	Supplies & Groceries	135.23
NORTHEAST EDUC'L SERVICES COOP	Co-Op Services	62.16
NORTHERN STATE UNIVERSITY	Supplies	35.50
NORTHWESTERN	Natural Gas	4,541.34
OFFICE OF WEIGHTS & MEASURES	Purchased Services	28.00
OTTER TAIL POWER COMPANY	Electricity	16,130.34
PEPSI-COLA	Concessions	270.86
POPPLERS	Music	190.99
REALLY GOOD STUFF, INC.	Supplies	921.76
SASD	Dues & Fees	480.00
STAPLES	Supplies	216.66
STEE ELECTRIC LLC	Purchased Services	640.76

Vendor	Description	Invoice Amount
THELIBRARYSTORE.COM	Supplies	193.23
TITAN MACHINERY	Repairs & Maintenance	3,319.59
U.S. Bank	Purchased Services	300.00
WILLIAM NEALE & CO, P.C.	Purchased Services	23,490.00
	Fund Total:	**71,903.13**
Fund: 21 CAPITAL OUTLAY		
A&B BUSINESS SOLUTIONS	Purchased Services	1,196.39
ANDOR, INC	Equipment	10,500.00
APPLE INC.	Equipment	20,700.00
DAKOTA SPORTS INC	Equipment & Supplies	8,052.32
DEUEL SCHOOL - TRUST & CUSTODIAL	Imprest Reimbursement	2,805.20
HIGH PLAINS TECHNOLOGY, INC.	Computer Equipment	1,995.00
INNOVATIVE OFFICE SOLUTIONS LLC	Equipment	142,044.20
STAPLES	Supplies	182.70
Time Management Systems	Equipment	7,879.92
	Fund Total:	**195,355.73**
Fund: 22 SPECIAL EDUCATION FUND		
DEUEL SCHOOL - TRUST & CUSTODIAL	Imprest Reimbursement	226.44
MAYNARDS	Supplies & Groceries	81.09
NORTHEAST EDUC'L SERVICES COOP	Co-Op Services	5,209.75
	Fund Total:	**5,517.28**
Fund: 41 CAPITAL PROJECTS FUND		
HASSLEN CONSTRUCTION	Buildings	375,536.87
Satellite Shelters, Inc.	Buildings	4,240.00
	Fund Total:	**379,776.87**
Fund: 51 FOOD SERVICE		
DEUEL SCHOOL - TRUST & CUSTODIAL	Imprest Reimbursement	7.65
EAST SIDE JERSEY DAIRY, INC	Groceries	1,929.68
MAYNARDS	Supplies & Groceries	3,843.28
Performance Foodservice	Groceries	12,083.43
SIMPLY GOOD FOOD, LLC	Purchased Services	289.00
	Fund Total:	**18,153.04**
	Checking Account Total:	**670,706.05**

Checking Account: 1 **1**

Check Number: 43184 Check Type: Check Check Date: 04/10/2023 Vendor: DEUEL8 DEUEL SCHOOL - TRUST & CUSTODIAL Check Total: 7,484.86

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
34717	03/02/2023		State Wrestling Driving & Meals	10 6120 000 334	559.09
34719	03/02/2023		Mileage Reimbursement	22 1221 063 334	226.44
34721	03/02/2023		Supplies	10 1111 000 411	245.20
34721	03/02/2023		Heater	10 2542 000 411	39.95
34724	03/02/2023		Concessions	10 2569 000 461	235.24
34725	03/08/2023		Play Supplies	10 6922 000 411	93.88
34726	03/08/2023		BBB 22-23	10 6140 000 319	360.00
34726	03/08/2023		GBB 22-23	10 6240 000 319	239.00
34727	03/08/2023		BBB/GBB 22-23	10 6240 000 319	101.00
34729	03/08/2023		Background Check	10 2319 000 319	43.25
34731	03/08/2023		Share of Region 1A Gymn Loss	10 6220 000 319	80.32
34732	03/08/2023		Lab Supplies	10 1121 030 411	50.92
34733	03/08/2023		Snow Blower	21 2549 000 549	2,400.00
34736	03/16/2023		Groceries	51 2569 000 461	7.65
34737	03/16/2023		Sign-Up Genius for Conferences	10 1111 000 319	59.99
34738	03/16/2023		Bus Pull-Out	10 2559 000 319	50.00
34740	03/16/2023		Math Curriculum	21 1111 000 421	67.10
34741	03/16/2023		Math Curriculum	21 1111 000 421	65.84
34742	03/16/2023		Math Curriculum	21 1111 000 421	65.84
34743	03/16/2023		Math Curriculum	21 1111 000 421	70.29
34744	03/16/2023		Math Curriculum	21 1111 000 421	70.29
34745	03/16/2023		Math Curriculum	21 1111 000 421	65.84
34748	03/16/2023		Track Entry Fee	10 6911 000 319	260.00
34750	03/22/2023		Lab Supplies	10 1121 020 411	28.19
34754	03/28/2023		SDSU Entry Fee	10 6911 000 319	250.00
34755	03/28/2023		Large Group Contest Fee	10 6931 000 319	70.00
34756	03/29/2023		Concessions	10 2569 000 461	873.85
34758	03/29/2023		Supplies	10 6250 000 411	180.69
34759	03/29/2023		Senior Retreat	10 1131 000 411	625.00

*Denotes Expensed Invoice Item

Checking Account ID: 1 Total without Voids: 7,484.86

STATE OF SOUTH DAKOTA
DEPARTMENT OF LEGISLATIVE AUDIT

427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

March 13, 2023

Dylan Amdahl, Business Manager
Deuel School District No. 19-4
PO Box 770
Clear Lake, SD 57226-0770

We have reviewed and accepted your audit report on the:

Deuel School District
(For the Two Fiscal Years Ended June 30, 2022)

Our review was limited to the report and did not include a review of the working papers. Our limited review does NOT constitute a pre-issuance review.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson

Russell A. Olson
Auditor General

RAO:sld

cc: William Neale & Co., P.C.
Certified Public Accountants
PO Box 490
Watertown, SD 57201-0490

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ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
WORKERS' COMPENSATION FUND ADOPTION AND RENEWAL MOTION

BE IT HEREBY MOVED AND RESOLVED by the Deuel School District School Board of the Deuel School District, acting pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the ASB Workers' Compensation Trust Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that actions taken under prior versions of the ASB Protective Trust Joint Powers Agreement and Bylaws and ASB Workers' Compensation Trust Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and approved at the time of its adoption.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present ASB Workers' Compensation Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the Workers' Compensation Fund shall be submitted to the Board for approval prior to execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2023, to 12 midnight CST, June 30, 2024. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is $17,854.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Board pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

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Done this _____ day of _____, 2023, at _____, South Dakota.

_____
School Board President

I hereby certify that the foregoing Motion was adopted by the Deuel School District School Board in open session at a regularly-called meeting on the _____ day of _____, 2023.

_____
Business Manager

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ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION FUND
PARTICIPATION AGREEMENT

WHEREAS, the Deuel School District (hereinafter "DISTRICT," "MEMBER," or "EMPLOYER") has, by resolution of its duly-elected school board, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving workers' compensation coverage as provided in this Agreement and the benefit of coverage under contracts of reinsurance secured by the ASB Protective Trust (hereinafter "TRUST") for all MEMBER DISTRICTS, their officers and employees; and

WHEREAS, the ASB PROTECTIVE TRUST WORKERS' COMPENSATION FUND exists for the purpose of providing workers' compensation coverage for MEMBER DISTRICTS;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

1.1. ASBSD -- Associated School Boards of South Dakota.

1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, workers' compensation, and liability coverage for school districts and their officers and employees in South Dakota (hereinafter referred to as "Trust").

1.3. Covered Party -- The MEMBER DISTRICT identified herein.

1.4. Employee -- Any full-time, part-time, or temporary individual, whether compensated or not, who provides or provided services authorized by the DISTRICT at the direction and control of the DISTRICT or its authorized agent. The term does not include independent contractors or an independent contractor's officers, employees, and agents. The term does include an enrolled student performing assigned duties without pay in an approved vocational education program away from the school premises as provided in SDCL 62-1-4.1.

1.5. Claims Administrator -- Claims Associates, Inc., P.O. Box 1898, Sioux Falls, South Dakota 57101, Telephone: (605) 333-9810, FAX (605) 333-9835.

1.6 Trust Administrator -- Associated School Board of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

1.7. Master Contract -- Any "stop loss," "reinsurance," "insurance contract," "excess coverage contract," "endorsement," or other indemnification agreement approved by the ASB Protective Trust Board of Trustees (hereinafter "Trust Board") providing workers' compensation coverage for all or part of the liability identified herein.

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1.8. Work Related Injury, Personal Injury, Compensable Injury, or Claim -- These terms have the same meaning as defined in SDCL title 62.

1.9. Workers' Compensation -- The rights, obligations, limitations, and responsibilities set out in SDCL title. 62 as it may from time-to-time be amended.

1.10. Settlement Amount -- An amount expressed in dollars or otherwise for which a claimant is willing to settle a claim.

1.11. Defense Costs – All costs incurred by the Trust in defense or prosecution of a claim or action, including attorney's fees.

SECTION II
COVERAGE

In consideration of timely payment of the MEMBER'S contribution, as described in this Participation Agreement, the TRUST agrees:

2.1. The TRUST will pay promptly when due those sums that the MEMBER becomes legally obligated to pay on account of compensable injuries or damages to an employee up to the limits set forth herein and only as required by the workers' compensation laws of South Dakota.

2.2. The TRUST will defend any proceeding against the MEMBER seeking compensation on account of a work-related injury and will defend or prosecute any such action before the Department of Labor involving the MEMBER, and any appeal therefrom, either seeking compensation or alleging damages or injuries, even though such claim or proceeding is determined to be groundless, false, or fraudulent. The TRUST may make such investigation, negotiation, and settlement of any claim or action as it deems appropriate and expedient, subject to approval by the MEMBER. Should the MEMBERS governing board refuse to approve such settlement, such MEMBER will be solely and individually liable for any amount, ultimately awarded, including defense costs above the settlement amount, as a result of such claim, and such MEMBER shall indemnify and hold the TRUST harmless for any such amount in excess of the Settlement Amount.

2.3. The TRUST will pay all expenses incurred by the TRUST, all costs taxed against a MEMBER in an administrative proceeding, and all interest accruing after entry of judgment, until the TRUST has paid, tendered payment, or deposited in the court all or part of such judgment that does not exceed the limits of liability established herein. This obligation is subject to the limitations of Section 2.1 and 2.2.

2.4. Benefits payable by the TRUST pursuant to this Participation Agreement apply only to losses and liability arising under the workers' compensation laws and personal injury for claims within the scope of coverage as defined in the Master Contract while the MEMBER is a participating member of the ASB Protective Trust Workers' Compensation Fund and coverage provided pursuant to this Participation Agreement is in effect.

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In addition to claims filed during the coverage period, a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 or SDCL 62-7-10 and received from the MEMBER by the TRUST prior to the expiration of coverage under this Agreement constitutes a claim under this Agreement.

2.5. Any change in classification, rates, or rating plans that is or becomes applicable to any coverage under this Participation Agreement as a result of a change in any law regulating such coverage or because of any amendment affecting the benefits provided by the Participation Agreement shall commence upon the effective date thereof. Each MEMBER shall maintain records of all information necessary for handling of any claim, suit, or contribution computation of a MEMBER, and shall provide such information to the TRUST at any such time during or after the benefit period as the TRUST may direct.

SECTION III
TRUST OBLIGATIONS

The Trust Administrator shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board and shall include the following authority and obligations, including but not limited to: - The Trust Administrator shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board and shall include the following authority and obligations, including but not limited to:

3.1. Day-to-day member communications.

3.2. Board and committee management, meeting management, communication and reporting.

3.3. Management of pool documents in accordance with pool record retention requirements (bylaws, board policies, meeting minutes, insurance policies, MOC's membership lists, member communications).

3.4. Reviewing and approving certificates of insurance (both incoming and outgoing).

3.5. Contract review.

3.6. Loss control services, training and advice.

3.7. Member services (newsletters, annual reports, education and marketing material, web site, etc.).

3.8. Marketing to potential new members (as determined by board policy).

3.9. Budget process management and communication.

3.10. Financial management and reporting.

3.11. Communication with and documentation for regulators.

3.12. Coordination of the annual financial audit and annual or semi-annual actuarial studies.

3.13. Claims management.

3.14. Claims review and litigation management.

3.15. Management of external service providers such as the auditor, actuary, broker, TPA and any outsourced services.

3.16. Monitor and address emerging risks and exposures to pool and members.

3.17. Technology solutions for pool operations and member communications and service.

3.18. Answers to coverage questions with input from insurers or reinsurers as appropriate.

3.19. Consulting – loss control, claims reviews, ERM, new services/coverages, staffing model.

3.20. Strategic/Succession planning.

3.21. Providing such reports and documentation as required by any Master Contract.

3.22. Preparing and filing reports required by the state or federal government or agencies thereof.

3.23. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.

3.24. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.

3.25. Developing programs for TRUST expansion.

3.26. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

3.27. Evaluation and establishment of reserves for claims.

3.28. Investigation and adjusting of claims.

3.29. Auditing claim losses and expenses incurred prior to making final payment.

3.30. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.

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3.31. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claims.

3.32. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.

3.33. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.

3.34. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.

3.35. Monitoring frequency and severity of claims' performance of MEMBERS.

3.36. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.

3.37. Determining proposed distributions to MEMBERS of excess reserves, if any, based upon the Fund's performance or such criteria as may be established subject to approval and adoption by the TRUST.

3.38. Retaining and authorizing outside legal and financial assistance.

3.39. Making payment of compensable benefits as required under the workers' compensation laws, the Master Contract or the Bylaws.

3.40. Providing such reports and documentation as required by any Master Contract.

3.41. Preparing and filing reports required by the state or federal government or agencies thereof.

3.42. Providing or contracting for loss control education and developing and disseminating a loss control program.

3.43. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.

3.44. Securing excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of TRUST retention for claims in each area of coverage.

3.45. Developing programs for TRUST expansion.

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3.46. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.

3.47. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

3.48. Retaining and authorizing outside legal and financial assistance and services.

3.49. Costs for administrative services provided to MEMBERS will be based upon a percentage of contribution earned and to include local agent fees, if any, and will be charged to the loss fund in an amount not to exceed ten percent (10%) per coverage year.

SECTION IV
MISCELLANEOUS

4.1. MEMBERS Contribution. MEMBERS contributions will be individual, based upon the budgeted employee payroll. Annually, at the anniversary of the contract, an audit will be conducted to determine the actual payroll and contribution for each MEMBER. Adjustments to projected contributions will be based upon the audit.

Contribution rates approved by the TRUST will be used to determine standard contributions for each MEMBER. In a MEMBERS initial year, such MEMBERS experience modification, as established by the National Counsel of Compensation Insurance, will be used. If no modification rate has been established, the Claims Administrator will provide an experience modification factor.

4.2. New Member. Upon admission, a NEW MEMBER shall be required to maintain membership in the TRUST for a minimum period of three (3) consecutive years, unless the TRUST is terminated prior to the expiration of such period. Any NEW MEMBER that joins the TRUST after July 1, but before January 1 of the Fiscal Year, shall be allowed to apply that time in the TRUST toward the first year of their three (3) year initial commitment. Any NEW MEMBER that joins the TRUST between January 1 and June 30 of the Fiscal Year may not apply that time in the TRUST for the first year of the three (3) year initial commitment. A NEW MEMBER who fails to maintain membership in the TRUST for a minimum of three (3) consecutive years as set forth in this section shall pay to the TRUST, within thirty (30) days of TRUST membership termination, and amount equal to contribution applicable to the years of membership remaining in the TRUST.

4.3. Membership. Membership in the TRUST is subject to approval pursuant to policies of the Trust Board and subject to the provisions of the Trust Bylaws.

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SECTION V
WRITTEN NOTICE AND TERMINATION

5.1. A MEMBER must provide board approved written notice of its intention of receiving bids or quotes for a subsequent coverage year, **no later than December 1 of any coverage year**. Once written notice is given by the MEMBER, the member will be considered a new add and shall require ASBPT board approval to rejoin the pool. Failure of a MEMBER to provide board approved written notice to obtain bids/quotes by **December 1** and of its decision not to renew coverage for a subsequent coverage year **no later than April 1 of any coverage year** shall constitute a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date. A MEMBER that provides written notice of its intention to seek bids/quotes and then stays with the TRUST is not allowed to submit notice for bids/quote for another 36 months. If a MEMBER provides written notice of its intention to seek bids/quotes and then stays with the TRUST, and then within the next 24 months submits notice for bids/quotes, the MEMBER's participation in the Trust shall terminate at the end of the coverage year then in effect and the MEMBER shall pay to the TRUST, as liquidated damages pursuant to SDCL 53-9-5, an amount equal to contribution applicable to the months of membership remaining in the TRUST.
A MEMBER that provides written notice of its decision not to renew coverage and leaves the TRUST, or whose membership is terminated as set forth in this section, is not allowed to rejoin the TRUST for the consecutive 24 months.

5.2. A MEMBER may be terminated from membership as set forth in the Trust Bylaws. In addition, failure or refusal of a MEMBER to cooperate, participate, and assist in the defense of a claim or proceeding against the MEMBER shall constitute grounds for termination of membership, subject to review by the Trust Board. Failure to cooperate, participate, and assist in the defense of any claim shall also void coverage if such failure to cooperate is not rectified upon written notice.

SECTION VI
ENTIRE AGREEMENT

6.1. This Participation Agreement, together with the Trust Fund Bylaws, the applicable Master Contracts, if any, as limited by SDCL tit. 62, constitute the entire agreement between the parties and may not be changed or altered, except in writing approved by all signatories to this Participation Agreement

6.2. This Participation Agreement shall be construed under the laws of the State of South Dakota, not including the conflict of law provisions as enunciated by the South Dakota Supreme Court or enacted by the Legislature.

SECTION VII
MEMBERS OBLIGATIONS

Each MEMBER agrees to be bound by all of the terms of the Trust Bylaws, as amended from time to time, and to abide by the rules, regulations, and policies promulgated by the Trust Board for administration of the TRUST. In addition, each MEMBER shall:

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7.1. When a work-related injury to an employee covered by this Participation Agreement occurs, the MEMBER shall IMMEDIATELY complete the EMPLOYER'S First Report of Injury form, promulgated by the South Dakota Department of Labor, and file the form with the Department of Labor and provide a copy to the Claims Administrator. Failure of the EMPLOYER to provide First Report of Injury as required by this Section and SDCL 62-6-2 shall void coverage under this Participation Agreement as to such injury.

7.2. Provide employees with a form for notifying the EMPLOYER of the occurrence of an injury. The EMPLOYER shall notify all employees, in a manner calculated to come to their attention, of the requirement that the employee provide notice to the EMPLOYER of work-related injury within three (3) business days after its occurrence. **Failure of the employee to give the notice may result in no coverage under the workers' compensation laws of South Dakota.**

7.3. Initiate and maintain a loss control program and follow recommendations of the TRUST, its Claims Administrator, Trust Administrator, and Risk Manager, if any, to promote the general welfare of its employees and the safety of their working environment. Each MEMBER remains solely and individually responsible for all decisions concerning its safety program and practices, and may not rely upon the evaluation of TRUST agents, if any, in making final decisions concerning the MEMBER'S safety programs and risk management practices.

7.4. If any notice of employee injury or claim is made or other proceeding is brought against the MEMBER under the workers' compensation laws of South Dakota, the MEMBER shall IMMEDIATELY transmit to the Claims Administrator and Trust Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the workers' compensation laws of South Dakota, the TRUST, or the Claims Administrator to process such proceeding, or claim. Failure of the MEMBER to provide a copy of any summons or complaint or a petition for or notice of hearing before the South Dakota Department of Labor received by the MEMBER within ten (10) days of service thereof, or within ten (10) days of admitting service thereto, shall void coverage under this Participation Agreement.

7.5. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of hearings or proceedings. The MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency medical services, unless such expenditure shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

7.6. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws.

7.7. The MEMBER does hereby appoint the Trust Administrator as agent to act on the MEMBERS behalf to file reports, confess judgment, or to arrange for payment of claims,

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medical expenses, and other costs and to do all things required or necessary insofar as they affect the MEMBERS liability, subject to Section 2.2 herein. The MEMBER hereby appoints the attorney designated by the Executive Director of the ASBSD or his designee to represent the MEMBER in any proceeding for which a defense or prosecution is undertaken.

7.8. The MEMBER agrees that upon payment of any loss or the incurring of any expense or liability by the TRUST under this Participation Agreement, the TRUST is subrogated to the extent of such payment or liability to all rights of the MEMBER against any person or other entity legally responsible for such damages or losses. The MEMBER agrees to execute a specific subrogation agreement as necessary, and to render all reasonable assistance, other than pecuniary assistance, to affect recovery under the rights of subrogation transferred herein and shall refrain from any act or omission which will likely impair such right of subrogation.

7.9. The Trust Board, its designee, the Claims Administrator, or the Trust Administrator, and any of their agents, servants, employees, or attorneys are permitted at all reasonable times to inspect the MEMBERS workplaces, plants, works, machinery, buildings, records, and appliances relating in any manner to the subject of this Participation Agreement, and shall be permitted, within three (3) years following closure of any claim, to inspect any contract, document, or other record which shows or would tend to show or verify contributions which are payable or were paid to the TRUST. So long as a claim is pending against a MEMBER and being defended by the Trust, the obligation to cooperate and assist in the defense shall remain in force regardless of whether membership continues.

7.10. The MEMBER by adoption of this Participation Agreement; hereby elects to treat officials of the district, including school board members, as employees per SDCL 62-1-2 for the purposes of workers' compensation coverage while in the performance and scope of their duties.

SECTION VIII
MAXIMUM COVERAGE LIMITATIONS

As to any COMPENSABLE INJURY under this Agreement as specified in the Master Contract, pursuant to the workers' compensation laws of South Dakota, the maximum liability undertaken by the TRUST for any single occurrence is based on required statutory South Dakota workers' compensation benefits.

8.1. For employer liability, when an election is made by an employee under SDCL 62-4-38 or otherwise, Two Million Dollars ($2,000,000).

SECTION IX
CONTRIBUTION AND TERM OF COVERAGE

The projected contribution payable for coverage under this Participation Agreement is as set forth in the Adoption and Renewal Motion, attached hereto and incorporated herein by this reference, if duly executed by an authorized representative of the TRUST and approved by the MEMBERS governing board. Coverage is on an annual basis or such shorter period of time as

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specifically identified in said Adoption and Renewal Motion. Coverage shall be deemed continuing unless terminated as provided herein.

IN WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the Workers' Compensation Fund as indicated below.

Deuel School District

_____ _____

School Superintendent Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

_____ _____

Business Manager Date

Policy GBCA: STAFF CONFLICT OF INTEREST

Status: ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

Employees of the District will not engage, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities in the school system.

Employees will not engage in work of any type where information concerning customer, students, client, or employer originates from any information available to them through school sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other school products to the schools in the district.

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is the spouse of the administrator or the parent or step-parent, child or step-child, grandparent or grandchild, aunt, uncle, cousin, niece or nephew of the employee.

Employees must disclose actual or potential conflicts to the Superintendent as soon as they become aware of them. Failure to make required disclosures or resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment

Policy GCBDE: FAMILY AND MEDICAL LEAVE

Status: ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Business Manager shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act, and shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

Policy GCDB: CRIMINAL BACKGROUND CHECKS **Status:** ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

Definitions

Authorized Persons: Individuals determined by the business manager or designee to need access to or need to view criminal history record information in their official capacity with the district.

Criminal History Record Information (CHRI): A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

Criminal Justice Information Services (CJIS): The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

Local Agency Security Officer (LASO): liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) Identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the SDDCI of any security incidents, and (7) support any district security audits.

Noncriminal Agency Coordinator (NAC): primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

Point of Contact (POC): District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

Security Incident: An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

Policy Statement

The District is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the district will require each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who volunteer two or more times during the school year, or are

employed by an entity which provides the District direct or indirect student services shall be required. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent shall be the District's Point of Contact(POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

Criminal Background Checks

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district.Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
9. The District shall run a background check on employees of or applicants for employment with a contractor that does business with the district if the person will be working on school property. The contractor shall be responsible for the cost of the criminal background check.
10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide

direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.

a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.

11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record(https://simbli.eboardsolutions.com/SU/z4GslshtBrQ9fz3oDhmHDFzTQ==) to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person.The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
14. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI.Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense.This notification must be made as soon as possible, but no later than five business days after the event.
16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District direct or indirect student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

Confidentiality

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).
2. Information received by the district pursuant to a criminal background check is confidential.Only authorized persons within the district may access, view or use CHRI.Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property.The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment.The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI.Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following:(1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse.The District will keep a copy of the signed documents in each individual's personnel file.

Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district.In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor.Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.
3. The District will not disseminate CHRI across state lines.
4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check.The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends.The District will note in the dissemination log that a copy was provided to the individual.
5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district.The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer.The information will be sent by U.S. Mail or encrypted email.

Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. name of District;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;
4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. written request signed by person subject to the criminal background check review for a copy of

the SDDCI criminal background check results, attached to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.

6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes

Security

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only.Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access.The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only.Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password.Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information.CHRI cannot be accessed using computers available to the general public or personal devices.CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public.A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. The District will dispose of records securely.Physical records will be cross-shredded or incinerated.If the district contracts out for record destruction, the destruction must be supervised The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI.Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

Security Incident Response Plan

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be

subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

CRIMINAL BACKGROUND CHECKS
NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment), you have certain rights which are discussed below.

- You must be provided written notification[1] that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.[2]
- If the FBI criminal background check reveals that you have a criminal history record, the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.[3]

FBI rules prohibit the Deuel School District from providing you a copy of the FBI record. You may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at https://www.fbi.gov/services/cjis/identity-history-summary-checks.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

[1] Written notification includes electronic notification, but excludes oral notification.
[2] https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement

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Policy GCPD: SUSPENSION WITHOUT PAY AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Status: ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

Suspension without pay and dismissal of professional staff members is the responsibility of the Board and will conform with the conditions and procedures specified in state law.

An employee may be suspended without pay or an employee's contract may be terminated at any time, or non-renewed in the case of continuing contract status, for just cause including:

- plain violation of contract;
- gross immorality;
- incompetency or neglect of duty;
- poor performance;
- unprofessional conduct;
- insubordination;
- violation of any policy or regulation of the school district;
- neglect.

The Superintendent will give notice of the intent to recommend suspension without pay or termination. The notice must specify the grounds for the recommendation, and inform the right to request a hearing.

Policy GDPD: SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Status: ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The Board will strive to assist personnel to adjust to their positions and to perform their duties satisfactorily. Reasonable effort will be made to avoid dismissing personnel at any level.

When an employee is charged with misconduct, insubordination or unsatisfactory performance, they may be temporarily suspended by the Superintendent until the charges are investigated. If the charges are unfounded, the employee will be reinstated, if not, the employee will be disciplined.

If the employee is dissatisfied with the Superintendent's action, the employee may appeal to the School Board for a review of their case.

Policy GCPDA: PROFESSIONAL STAFF MEMBER ADMINISTRATIVE LEAVE WITH PAY

Status: ADOPTED

Original Adopted Date: 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The placement of a professional staff member on administrative leave with pay will be governed by the applicable collective bargaining agreement. In the absence of an applicable collective bargaining agreement provision, this policy will apply.

When there is reasonable cause to suspect employee breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district, the employee may be placed on paid administrative leave by the superintendent. Placement on paid administrative leave is for the purpose of stabilizing the situation and shall not constitute disciplinary action taken by the employer. While on paid administrative leave the employee will be temporarily disengaged from their responsibilities until the matter which resulted in the placement on paid administrative leave is concluded. An employee on paid administrative leave shall continue to receive all benefits of employment. The employee on paid administrative leave may subsequently be reinstated to his/her responsibilities or be notified of a recommendation that he/she be suspended without pay or a recommendation that his/her employment with the District be terminated.

Policy HA: NEGOTIATIONS GOALS

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The Board recognizes that education is a public trust (public property that belongs to the whole of the people); it therefore is dedicated to providing the best possible educational opportunities for the young people of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

The Board believes that the best interests of public education will be served by establishing procedures that provide an orderly method for the Board and representatives of the staff to discuss matters of common concern.

It is further recognized that nothing in negotiations should compromise the Board's legal responsibilities, nor should any employee's statutory rights and privileges be impaired.

Policy HB: NEGOTIATIONS LEGAL STATUS

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The Board negotiates salary and other conditions of employment with employee groups under requirements and subject to limitations set forth in the state law.

Under the South Dakota Codified Laws, public employees—including members of the teaching profession—may join or refuse to join without prejudice any organization for professional or economic improvement. Representatives of the teachers and the Board will meet at reasonable times to negotiate with respect to rates of pay, wages, hours of employment, and other conditions of employment; to confer in good faith; and to attempt to negotiate an agreement.

Support personnel are given the right to organize and to join any employee organization and to bargain collectively through representatives of their own choosing. The Board has the duty to confer in good faith with respect to wages, hours, and other conditions of employment, and to attempt to negotiate an agreement.

These laws state further that anything therein "does not compel either party to agree to a proposal or require the making of a concession."

Policy HD: SCHOOL BOARD NEGOTIATING POWERS AND DUTIES

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The Board has a duty to bargain in good faith with recognized staff units on wages and other conditions of employment. It also has the privilege to refuse to negotiate in certain areas.

The Board will not:

1. Interfere with, restrain, or coerce employees in the exercise of their right to organize.

2. Dominate, interfere or assist with the formation, existence, or administration of any employees' bargaining agent, or contribute to its financial support.

3. Discriminate in employment or tenure or in any condition of employment to encourage or discourage membership in any employee organization.

4. Discharge or otherwise discriminate with regard to any employee because he/she signed or filed any affidavit, petition, or complaint pursuant to the negotiations law.

5. Refuse to negotiate in good faith.

6. Fail or refuse to comply with any provision of state law relating to negotiations.

Policy HE: BOARD NEGOTIATING AGENTS

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

The Board is ultimately responsible for negotiating with employee units. Prior to commencement of any negotiations, the Board--with the assistance of the Superintendent--will decide whether to appoint a labor lawyer, a professional negotiator, or a representative from within the school district to serve as the Board's chief negotiator. The balance of the Board's negotiating team will be selected by the Board with assistance from the Superintendent.

The fee or salary for a professional negotiator will be established by the Board at the time of appointment.

Negotiations will be conducted only as directed by the Board. No agreement will be effective until the Board has accepted it and officially designated its representatives to sign it.

Notes: When a professional negotiator is hired, great care must be exercised by the Board so that the general limits of negotiations are firmly established. Then, the negotiator should be given some latitude within those limits. If there are areas where the Board does not wish any flexibility, the negotiator must be informed.

Administrators should be kept informed on every move, and asked to review and evaluate the consequences of any proposed changes.

Policy HH: PRIVILEGES OF STAFF NEGOTIATING ORGANIZATIONS

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

In accordance with state law, recognized employee organizations or their agents will not:

1. Restrain or coerce an employee in the exercise of the rights guaranteed to the employee by state law.

2. Restrain or coerce an employer in the selection of his representative for the purpose of negotiating or the adjustment of a grievance.

3. Cause or attempt to cause an employer to discriminate against an employee due to membership or non-membership in an employee organization, or to whom membership in such organization has been denied or terminated for some reason.

4. Refuse to negotiate collectively in good faith with an employer.

Policy HL: PRELIMINARY NEGOTIATED AGREEMENT DISPOSITION

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

If a tentative settlement is reached between an employee organization and the Board, the designated representatives of both parties will recommend ratification by their respective groups. If either the Board or the employee organization memberships fail to ratify the tentative agreement, negotiations will be continued for a specified period of time in an effort to work out differences locally, prior to declaring impasse and commencing conciliation or fact-finding procedures.

Policy HN: IMPASSE PROCEDURES

Status: ADOPTED

Original Adopted Date: 07/11/2022 | **Last Revised Date:** 04/10/2023 | **Last Reviewed Date:** 04/10/2023

In the event the Board and the employee negotiation teams are unable to reach agreement, and an impasse exists, the conciliation and fact-finding procedures outlined in state law may be requested by either party. The notice of an impasse must be in writing.

If neither party requests intervention by the Department of Labor and Regulation within 10 calendar days after impasse is reached, the Board will assume negotiations are completed and will institute the provisions of the Board's last offer.

Within five days of receipt of a fact-finders report, both parties will meet to discuss the report.

In case of failure to reach agreement after full use of conciliation and mediation, the Board will be responsible to make such decisions necessary for the operation of the school system.

- Building Update-
- Snow Days/Hours-
- Security Training-
- Summer School-
- Open Positions-
- Negotiations-

UPCOMING EVENTS

- April Interim Meeting-TBD
- Regular Meeting-May 8th, 2023

Middle School and High School

Recognitions

- MS Students of the Month for March.
  - Science – Tyson Hagberg
  - Math – Adella Hawley
  - ELA – Shyla Tvedt
  - Social Studies – Tatum Sather
- HS Students of the Month for March.
  - CTE – Owen Quail
  - Science – Ella Kerkvliet
  - Math – Roxanne Raml
  - English – Makia Moe
  - History – Caleb Ronne
  - Music – Jacob Greene
  - Art – Kaden Tekrony

- Region Science Fair
  - Gabe Mattson
    - 2nd Place in the Computer Science/Engineering/Math Category
  - Tatum Sather
  - Amelia Giese

- Senior Class Valedictorian

- PT Conferences

- Upcoming Events
  - Dusty Johnson visit – April 11th
  - Senior Retreat – April 13th
  - Smarter Balance Testing – April 17th – 20th and April 26th – 28th

- Senior Expo – April 19th
- HS Academic Awards Night – April 27th
- Incoming Freshmen Orientation – May 1

Elementary - Principal Board Report 4/10/23

- March Student of the Month
  - JK - Crue Bucknell
  - K - David Starner
  - 1st - Natalie Van Hofwegen
  - 2nd - Kollyns Rolfsmeier
  - 3rd Austen VonEye
  - 4th Luke Fieber
  - 5th Emma Mitchell

- March Cardinal Card Winners
  - Will add this when we hold our assembly on 4/6/23

- Elementary Parent/Teacher conferences were held on March 23rd and 30th

- Sweet Treats and Stinky Feets Incentive

- Teachers are starting to plan end of the year field trips

- State testing and MAPS testing

- 3rd -5th Music Concert
  - May 16th @ 6:30

Athletic Director:

- School Play will be held on April 14th @ 6pm and April 15th @ 3pm

- Spring Sports:
    - Track
        - They have kicked off practice but have been doing many things inside lately.
        - They have competed in two indoor events
        - Varsity Home meets on April 11th and April 18th have been cancelled
        - JH home meet is April 21st – doubtful this will happen.
    - Golf
        - They have been holding indoor practice
        - HS home meets are May 12th and May 19th (May 12th boys will be here and girls will be at Castlewood)
        - JH Home meet is May 2nd
    - Softball
        - They have been practicing indoors
        - 16 girls participating
        - Going to be a struggle in April to hold games
- Sports Physicals
    - Currently do triennial physicals – full sports physical every 3 years
    - Will be transitioning to requiring a full sports physical every year going forward

- Winter Sports Awards Banquet
        - Held on March 20th
    - It was well attended and a great night to show off our student athletes.

DEUEL SCHOOL BOARD 04-10-23 BUSINESS MANAGER REPORT

A. Budget
    i. Budget Requisitions have been submitted
    ii. Next Steps: Administrative Approval
B. Food Service Directorship Services
    i. Started receiving menus and bid documents for next school year
C. TMS
    i. We are currently experiencing connection issues
    ii. Wide-spread issue being addressed by the manufacturer
D. ELABO Meeting – March 29, 2023
    i. Reporting Reminders, Changes from Prior Years
    ii. Upcoming Convention – April 25-27

Northeast Educational Services Cooperative
Board of Directors Meeting
Monday, March 20, 2023

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, March 20, 2023 via Zoom or at Lake Area Technical College in Watertown, SD. The meeting was called to order by President Schuurman at 7:00 P.M. and adjourned at 8:20 P.M.

Members present:

Jolene King, Arlington; Audrey Schuller, Britton-Hecla – entered at 7:19 P.M.; Alisha Nielsen, Castlewood; Malory McIntire, Clark; Barb Asleson, De Smet; Laura Crooks, Deubrook; Michelle Prins, Deuel; Arend Schuurman, Elkton; Chris Verhoek, Estelline; Tara Abraham, Hamlin; Paula Blue, Henry; Megan Eichler, Lake Preston; Carrie Schiernbeck, Oldham/Ramona; Lana Sand, Rosholt; Jessica Anderson, Rutland; Jayme Trygstad – entered 7:03 P.M., Sioux Valley; Lisa Amdahl, Summit; Penny Thyen, Waverly/South Shore; Martin Looyenga, Webster; Tia Felberg, Willow Lake; Natalie Remund, Wilmot

Absent:

Lisa Lauterhahn, Enemy Swim Day School; Jon Kahnke, Florence; Greg Bich, Iroquois; Art Berger Jr., Waubay

Others Attending:

NESC Staff Representatives: Jessica Fischer; Stephanie Hayunga – entered at 7:01 P.M.
Member District Superintendents: Todd Obele, Henry – entered at 7:23 P.M.; Dr. Jim Block, Webster
NESC Administration: Andrea Powell, Director; Tiffany Stormo, Business Manager; Tim Frewing, Assistant Director

Call to Order

President Schuurman called the meeting to order at 7:00 P.M.

Introduction of Guests

Dr. Jim Block and Jessica Fischer were introduced as guests.

Public Comment

No public comments were presented.

Agenda Review, Changes, and Approval

Action #23-53 Motion by A. Nielsen, second by P. Blue, to approve the agenda as presented. All present voted, motion carried.

Conflicts of Interest

No conflicts of interest were presented.

Financial Report

Action #23-54 Motion by M. McIntire, second by J. King, to approve the financial report for the period ending February 28, 2023. All present voted, motion carried.

	General Fund	Special Education Fund	Agency Fund
February 1, 2023	**$185,767.23**	**$1,049,010.40**	**$13,432.90**
Receipts:			
Local Sources	$961.14	$210,809.75	$1,988.73
State Sources		$2,387.44	
Federal Sources	$6,529.92	$214,699.00	
Other			
Total Monthly Receipts	$7,491.06	$427,896.19	$1,988.73
Total Gross Receipts	$193,258.29	$1,476,906.59	$15,421.63
Manual Journal Entries			
Less Salaries	$6,757.68	$337,848.46	
Less Disbursements	$11,366.18	$41,564.82	$1,722.62
Total Salaries & Disbursements	$18,123.86	$379,413.28	$1,722.62
Ending Cash Balance February 28, 2023	**$175,134.43**	**$1,097,493.31**	**$13,699.01**

Consent Agenda

Action #23-55 Motion by T. Abraham, second by M. McIntire to approve the following items on the Consent Agenda: 7a) Approval of February 20, 2023 Board of Directors meeting minutes; 7b) Approval of payment of March 2023 budget claims; 7c) Approval of Contracts: Michelle Pakkala – Administrative Assistant - .5 FTE - $17.00/hour, Mindy Schwinger – Speech Language Pathologist – FY24 – 1FTE – 176 days - $62,250.00, Gabrielle Moes – Paraprofessional - $15.90/hour. All present voting in favor, motion carried.

March 2023 Accounts Payable

General Fund: BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 212.59;BULLERT AUTO FLEET MAINT 150.00; CENEX FLEETCARD FLEET MAINT 5,464.07; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 11.31; DUST TEX SERVICE, INC. MARCH RUG RENTAL 5.40; EDMENTUM, INC APEX SEATS 350.00; ELO PROF. LLC FY22 AUDIT 389.25; ESTELLINE COMMUNITY OIL CO. FLEET MAINT 51.84;HAMLIN COUNTY FARMERS COOP FLEET MAINT 746.08; HEALTH EQUITY HSA/FLEX 5.51; NESC PAYROLL MARCH 2023 6,519.32; OTTERTAIL POWER CO. ELEC 58.60; PALMLUND AUTOMOTIVE FLEET MAINT 47.90; REINHILLER, LISA MTSS TRAVEL 48.00; ROB'S AUTO REPAIR FLEET MAINT 1,791.40; STORMO, BEN DEC - MARCH SNOW REMOVAL 118.80; W.W. TIRE SERVICE FLEET MAINT 550.50; WATERTOWN PUBLIC OPINION EMPLOY AD 10.66; WEBSTER AUTO CARE FLEET MAINT 263.63

Fund Total: $16,794.86

Special Education Fund: BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 1,807.33;BOSSE, JENNIFER FEB MI REIMB 60.48; CASTLEWOOD SCHOOL DISTRICT NURSE SPLIT 14,218.02; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 114.32; DEPT. OF EDUCATION MOE CARRYOVER 4,679.00; DUST TEX SERVICE, INC. MARCH RUG RENTAL 54.59; ELO PROF. LLC FY22 AUDIT 3,935.75; HAMLIN SCHOOL DISTRICT FEB CB USE FEE 1,478.79; HEALTH EQUITY HSA/FLEX 55.74; LAKE PRESTON SCHOOL DISTRICT FEB CB USE FEE 369.70; MARSHALL CO. HEALTHCARE CENTER PT/OT SERVICES 7,964.41; PARENT FEB MI REIMB 70.56; NESC IMPREST 244.00; NESC PAYROLL MARCH 2023 324,844.55; OTTERTAIL POWER CO. ELEC 592.53;STORMO, BEN DEC - MARCH SNOW REMOVAL 1,201.20; WATERTOWN PUBLIC OPINION EMPLOY AD 107.74; WEBSTER SCHOOL DISTRICT FEB CB USE FEE 1,088.76; WIESE, RITA FEB MI REIMB 31.92

Fund Total: $362,919.39

Discussion Items

Assistant Director's Report

Assistant Director Frewing gave his monthly report.

Director's Report

Director Powell gave her monthly report.

Child Count - December 1, 2022

Director Powell updated the board on child count numbers.

Executive Session

Action #23-56 Pursuant to – Personal SDCL 1-25-2(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. Motion by A. Nielsen, second by C. Verhoek to enter executive session at 7:28 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 7:39 P.M.

Pursuant to Negotiations – SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives. Motion by M. McIntire, second by P. Blue to enter executive session at 7:40 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 8:15 P.M.

Action Items

Approval of Negotiations Meeting

Action #23-57 Motion by C. Verhoek, second by M. McIntire to approve setting negotiations meeting for April 3, 2023 at 3:30 P.M. for Units 1 and 2. All present voting in favor, motion carried.

Approval of SWWC Contract

Action #23-58 Motion by P. Thyen, second by M. Prins to approve SWWC contract for FY24 - $92,987.00 – 139 days. All present voting in favor, motion carried.

Adjournment

Action #23-59 With there being no further business, motion by A. Nielsen, second by P. Blue, to adjourn. All present voted, motion carried.

The next NESC Board of Directors meeting will be held at Lake Area Technical College in Watertown, SD on Monday, April 17, 2023 at 7:00 P.M.

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Arend Schuurman, President	**Tiffany Stormo, Business Manager**