Tentative Agenda **Flandreau School Board**
Monday, June 10, 2024 Elementary Commons
6:00 pm

Below is a link for the live stream of the school board meeting:
Live stream = fliers.liveticket.tv or https://youtu.be/MXlVRs95zUU

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. OPEN FORUM *

IV. COMMUNICATION – Recognition of visitors.
   a. Superintendent's report.
   b. Disclosure/Conflict of Interest – HB 1214.
   c. Critical Needs Assessment update.

V. CONSENT AGENDA
   a. Approval of minutes, financial statements, and bills.
   b. Resignations.
      - Jennifer Sundermeyer – Cheerleading Advisor
   c. New Hires:
      - Allison Fitts – Speech Language Pathologist Assistant
      - Bruce Heinemann – HS evening custodian

VI. OLD BUSINESS
   a. Capital Outlay, General Fund and Technology budgets.

VII. NEW BUSINESS
   a. Bus contract.
   b. ASBSD – Gavel training.
   c. 23-24 Audit.
   d. Memoranda of Agreement with SDSU – Student Teachers.
   e. August 30 – Full Day In-Service through the CNA process.
   f. Surplus sale items.
   g. Transfers/contingency/supplemental budget.
   h. Adjournment.

*NOTE: Members of the public who desire to address the board on items of interest or concern are invited to do so at this time. Up to 15 minutes will be devoted to this agenda item with the board president to increase or decrease the time as needed.

It would be most appreciated if you would limit your remarks to not more than 3 minutes; to appoint a spokesperson if the concern is a group concern; and to supplement verbal presentations with written reports, if necessary or desired.

We ask that you remember that South Dakota law prohibits the board from discussing specific employees, their job performance, or students.

This open forum is for you to express your general concerns about the Flandreau School System and any of its policies or procedures. If you have a specific complaint on any employee, teacher, coach or administrative person, you need to first go through the proper school procedure to see whether or not the matter can be resolved by the chain of command.

SCHOOL BOARD MEETING

May 13, 2024

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Elementary School commons at 6:00 p.m. Board members Kari Burggraff, Dustin Headrick, Brian Klein, Morgan Kontz, and Tom Stenger were present. Brian Johnson was absent. Superintendent Rick Weber; Principals Kristi Fischer, Justin Kelm, and Brian Relf; Special Education Director Courtney Decker; and Administrative Assistant Brenda Whipkey were also present. Adam Wiese arrived at 6:06 PM.

The Pledge of Allegiance was recited.

05-114.24 Motion by Burgraff, seconded by Headrick to approve the agenda with the addition of V. c. Cassidy Hof - Speech Language Assistant. All voted aye.

Open forum: School Counselor Kari Lena Helling spoke on the Academic Advisor position.

Visitors to the meeting: Kayla Charles, Josh Cleveland, Laura Drietz, Chelsea Greenfield, Kari Lena-Helling, Cynthia Sheppard, and Brendan Streitz.

Superintendent's and principals' reports were given.

There were no Conflict of Interest disclosures to report for this month.

The Critical Needs Assessment team provided an update on the process.

05-115.24 Motion by Headrick, seconded by Wiese to approve the consent agenda consisting of minutes for the regular meeting on April 8, 2024 and the special meeting April 19, 2024; the financial reports as of April 30, 2024; the bills in the amount of $139,796.99 be allowed from General Fund; $50,031.91 be allowed from Capital Outlay Fund; $83,382.54 be allowed from Special Education Fund; $63,583.57 be allowed from Food Service Fund; to approve the following resignations: Alison Logue, middle school math; Kimberly DeKruif, 1st grade; Ariann Vanbockern, ag education and FFA; Eliana Fricke, paraprofessional; and Cassidy Hof, speech language assistant; all effective at the end of the 2023-2024 school year; to approve the following new hires: Regina Harden, elementary ELL; Quinn Fargo, middle school math and all-school play co-director; and Megan Van Heerde, occupational therapist and transitions coordinator; all for the 2024-2025 school year. All voted aye.

Preliminary general fund, technology, and capital outlay budgets were presented to the Board.

05-116.24 Motion by Wiese, seconded by Headrick to order the rest of the technology items, the carpeting, and lunchroom tables that are listed in the FY25 capital outlay budget to allow ample time to get them ready for next school year. All voted aye.

05-117.24 Motion by Burggraff, seconded by Kontz to add an Instructional Coach position for next school year. All voted aye.

05-118.24 Motion by Wiese, seconded by Headrick to waive the gym rental fee for the Open Mind Academy basketball camp. In the future, Mr. Weber may okay these requests for Flandreau student groups. All voted aye.

Information on the school improvement plan was shared with the board.

05-119.24 Motion by Burggraff, seconded by Kontz to approve the accreditation plan, as approved by the Department of Education. The accreditation is good for the next five years. All voted aye.

05-120.24 Motion by Kontz, seconded by Headrick to approve the updated district technology user agreement. All voted aye.

05-121.24 Motion by Headrick, seconded by Kontz to approve the diplomas to seniors who successfully complete all graduation requirements. All voted aye.

05-122.24 Motion by Burggraff, seconded by Klein to approve the following stipends for local mentors (pending approval from principals that all requirements have been met, $250/each): Mathilyn Baldwin, Suzie Cleveland, Alycia Colvin, Josh Edlund, Amber Hoffman, Melissa Opsahl, Owen Parsley, Laura Peters, Julie Relf, Scott Ross, Brendan Streitz, Dacey Turnquist.

05-123.24 Motion by Klein, seconded by Headrick to cast a vote in favor of Chris Long (Lyman) for the West River At-Large member for the SDHSAA. All voted aye.

05-124.24 Motion by Burggraff, seconded by Wiese to cast a vote in favor of Chuck Wilson (Todd County) for the Native American At-Large member for the SDHSAA. All voted aye.

05-125.23 Motion by Wiese, seconded by Kontz to cast a vote of yes for SDHSAA Amendment #1. All voted aye.

Gross salary for April is as follows: General Fund: Instruction $248,293.76; Support Services $100,912.55; Extra-Curricular $56,969.00; Social Security $29,493.26; Retirement $23,350.54; Insurance $33,690.19. Special Education Fund: Instruction $47,124.40; Support Services $29,867.91; Social Security $5,416.41; Retirement $4,261.16; Insurance $7,514.51. Food Service Fund: Support Services $5558.18; Social Security $387.71; Retirement $332.82; Insurance $992.55.

05-126.24 There being no further business, motion by Kontz, seconded by Headrick to adjourn the meeting at 6:51 p.m.

Tom Stenger, President

Brenda Whipkey, Administrative Assistant
Flandreau School District #50-3

(Published once at the total approximate cost of _____. The notice may be viewed free of charge on a statewide public notice website.)

FLANDREAU SCHOOL DISTRICT #50-3
FINANCIAL REPORT FOR THE MONTH
ENDING MAY 31, 2024

	General Fund	Capital Outlay Fund	Special Education Fund	Impact Aid Fund	Bond Redemp.Fund	Food Service Fund	Enterprise Fund (DE)	Trust and Agency Fund
Balance forward:	1,153,224.62	1,842,300.68	76,166.17	909,069.20	211,666.97	173,553.38	17,079.76	590,446.17
Local Sources:								
Taxes	478,336.16	645,424.08	338,673.72		89.94			
Interest	1,590.36	2,541.17	105.39	1,253.74	291.45	239.66		
Co-Curricular	30.00							
Misc	2,232.87		3,200.14			28.75	-	
Meals/milk		-				7,448.34		
Student Activities							1,500.00	66,571.72
Transfers In/Out	-	-						
Intermediate Sources:								
County Apportionment	7,792.84							
State Sources:								
State Aid	307,157.00		64,577.00					
State Apportionment								
Bank Franchise Tax								
Impact Aid	-		16,602.00					
Mentor teachers	1,860.00							
State Assessed Utilities	-	-	-		-			
Other Grants	185,991.77	59,182.00	-			-		
Federal Sources:								
Grants	-	-				32,647.73		
Total Revenue:	984,991.00	707,147.25	423,158.25	1,253.74	381.39	40,364.48	1,500.00	66,571.72
Total Available:	2,138,215.62	2,549,447.93	499,324.42	910,322.94	212,048.36	213,917.86	18,579.76	657,017.89
Disbursements:	(595,395.47)	(50,031.91)	(186,852.57)	-	-	(71,585.27)	(253.91)	(128,691.29)
Balance on hand 5-31-24	1,542,820.15	2,499,416.02	312,471.85	910,322.94	212,048.36	142,332.59	18,325.85	528,326.60

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING MAY 31, 2024

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,959.60	-	-	2,959.60
CLASS OF 2024	5,191.50	1,600.00	340.00	3,931.50
CLASS OF 2025	9,754.09	622.39	72.00	9,203.70
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	15,621.81	1,612.71	219.00	14,228.10
FLEX PROGRAM	13,970.63	3,913.13	4,697.52	14,755.02
FFA LAND PLOT	-	-	-	-
IMPREST	2,031.50	4,927.15	2,068.50	(827.15)
NATIONAL HONOR SOCIETY	1,531.81	146.60	-	1,385.21
PAYROLL WITHHOLDING	74,493.08	110,692.39	55,861.70	19,662.39
REVOLVING ACCOUNT	0.00	3,313.00	3,313.00	0.00
SCHOLARSHIP - BECHEN	10,926.54	-	-	10,926.54
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	85,188.33	-	-	85,188.33
SCHOLARSHIP - FULLER	6,961.57	-	-	6,961.57
SCHOLARSHIP - GENERAL	23,575.19	-	-	23,575.19
SCHOLARSHIP - JELLIFE	6,250.83	-	-	6,250.83
SCHOLARSHIP - DAKOTALAYERS	6,020.03	-	-	6,020.03
SCHOLARSHIP - LEE	213,466.96	-	-	213,466.96
SCHOLARSHIP - MASONIC	20,607.72	-	-	20,607.72
SCHOLARSHIP - RICE	6,182.64	-	-	6,182.64
SCHOLARSHIP - RUSCH	74,009.63	-	-	74,009.63
SCHOLARSHIP - WITTERN	10,661.58	-	-	10,661.58
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	-	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	1,041.13	165.52	-	875.61
TOURNAMENT	0.00	1,698.40	-	(1,698.40)
TOTALS	590,446.17	128,691.29	66,571.72	528,326.60

BILL LISTING - June 10, 2024

GENERAL FUND:

Access Systems		Services		18.19
Ahlers Automotive		Services		241.89
ASBSD		Dues		315.00
BMO Procurement Card	Amazon	Supplies	922.32	
	Baymont	Lodging	1,880.20	
	Bluepeak	Services	774.67	
	Easy Time Clock	Time clock software	43.00	
	G&R	Repairs	3,745.33	
	Hampton Inn	Lodging	443.83	
	JCL	Supplies	7,564.73	
	JW Pepper	Supplies	103.90	
	Knoblochs	Supplies	64.18	
	Little Prairie Coffee	Services	635.06	
	Office Peeps	Services	2,260.10	
	Rivers Edge	Gasoline	38.04	
	Sams	Services	470.36	
	SDASBO	Registration	50.00	
	Sioux Falls Commercial Cleaning	Services (4 months)	28,720.00	
	SREB	Conference refund	(625.00)	
	Verizon	Services	104.12	
	Walmart	Supplies	37.53	47,232.37
Booster		Services		220.00
Brookings Engraving		Supplies		78.00
Buhls		Services		136.62
City of Flandreau		Services		16,465.94
Dakotacare		Services		128.70
Dave's Appliance		Services		200.33
Demco		Supplies		63.22
Harlows		Services		7,048.89
Headrick, Scott		Meals reimbursement		94.00
Instrumentalist Awards		Supplies		243.00
Interstate Power Systems		Services		601.00
Justice Fire & Safety		Services		2,333.00
Lunchtime Solutions		Services		665.07
MidAmerican Energy		Utilities		906.68
Moody County Auditor		SRD		4,391.26
Moody County Enterprise		Services, supplies		435.48
Parsley, Owen		Meals reimbursement, entry fees		594.00
Ramkota		Lodging		234.00
SASD		Registration		200.00
Shaeffer Law Office		Services		1,500.00
Sparkle Car Wash		Services		8.20
Streitz, Liam		Background check		43.25
Trust and Agency-Imprest				
	Beste, Dave	Softball umpire	432.00	
	Chester Schools	Track entry fee	225.00	
	Estelline Alumni Association	Track entry fee	225.00	
	Howard School District	Golf entry fee	40.00	
	Larsen, Jay	Softball umpire	301.20	
	Neuharth, Eric	Softball umpire	261.60	
	Northern Links Golf Course	Golf entry fee	60.00	
	O'Gorman High School	Track entry fee	150.00	
	Region II music	Large group contest entry fees	150.00	
	SD Bandmasters	Solo contest entry fees	235.00	
	St Mary High School	Golf entry fee	100.00	
	Luverne High School	Track entry fee--meet canceled	(100.00)	
	Beresford School District	Softball entry fee	200.00	
	Groton High School	Golf entry fee	50.00	
	McCook Central School	Track entry fee	50.00	
	Baltic High School	Big East track meet	310.24	
	Chester Schools	Track entry fee	143.50	
	Independent Living Choices	Registration	40.00	
	Flandreau Schools	Track entry fee	156.62	
	Garretson School	Golf entry fee	100.00	
	Hamlin High School	Track entry fee	200.00	
	Holter, Brian	Softball umpire	171.00	
	Madison High School	Golf entry fee	100.00	
	Sioux Valley School	Golf entry fee	40.00	
	Yankton High School	Track entry fee	150.00	
	Cash	State track meals	868.00	
	Bakker Crossing Golf Course	Golf entry fee	110.00	
	Cash	State golf meals	52.00	
	Groton High School	Region golf expenses	45.99	4,867.15
United Laboratories		Supplies		332.81
Verizon		Services		15.02

		TOTAL GENERAL FUND		**89,613.07**
CAPITAL OUTLAY FUND:				
BMO Procurement Card	Amazon	Library books, supplies	349.06	
	Book Depot	Library books	131.83	480.89
Bound to Stay Bound		Library books		268.34
G&R		Service agreement		15,818.91
McGraw Hill		Curriculum Training		2,500.00
RSA Architects		Services		2,520.00
Stanga Construction		Services		29,000.00
		TOTAL CAPITAL OUTLAY FUND		**50,588.14**
SPECIAL EDUCATION FUND:				
Provider		Services		3,220.00
Provider		Services		5,413.20
Crisis Prevention Institute		Dues		200.00
Educational Advantages		Subscription		1,914.00
Estelline School District		Services		2,325.00
Goodcare		Services		5,912.92
Harlows		Services		1,777.83
Provider		Services		48,102.50
Prairie Lakes Coop		Services		7,681.34
Stephens, Teresa		Mileage		15.30
Thin Elk, Chad		Mileage		85.68
		TOTAL SPECIAL EDUCATION FUND		**76,647.77**
FOOD SERVICE FUND:				
Lunchtime Solutions		Services		32,423.04
		TOTAL FOOD SERVICE FUND		**32,423.04**
DRIVERS EDUCATION FUND:				
BMO Procurement Card	Amazon	Supplies	49.99	49.99
		TOTAL DRIVERS EDUCATION FUND		**49.99**

GENERAL FUND BUDGET

MEANS OF FINANCE

FUNCTION	SOURCE	2023-2024	2024-2025	Variance
1110	Taxes - (combined w/state aid for prelim. budget)	1,155,901	1,200,068	44,167
1120	Prior Yr Ad Valorem Taxes	17,000	18,000	1,000
1130	Tax Deed Revenue	-	-	-
1140	Utility Taxes (Telephone, Electric Gross Receipts)	83,000	83,000	-
1180	Other - Taxes Paid in Advance	-	-	-
1190	Penalties/Interest on Taxes	5,000	6,500	1,500
1510	Investment Earnings	20,000	30,000	10,000
1710	Cocurricular - Admissions	25,000	22,000	(3,000)
1730	Cocurricular - Pupil Organizations	2,500	2,500	-
1740	Co-curricular - Rentals (Band)	1,300	1,500	200
1790	Co-curricular - Other (Entry Fees)	500	500	-
1790-015	Building activities (carryover)	10,500	12,300	1,800
1910	Rentals (Commons, gym, etc)	2,000	2,400	400
1920	Contributions & Donations	13,000	15,000	2,000
1973	Medicaid Indirect Administration Services	23,000	20,000	(3,000)
1990	Other	25,000	20,000	(5,000)
1999-xxx	Other (Tec Web carryover)	-	-	-
1999-999	Other - E Rate (telecommunications)	-	-	-
1999-401	Other - Perkins grant	10,000	10,000	-
1999-xxx	Other - AR, Library (carryover)	1,000	1,000	-
1999-113	Other - Laptops	5,800	7,500	1,700
1999-250	Other - Community Rewards	12,000	12,000	-
1999-690	Other - Yearbooks	1,500	1,500	-
2110	County Apportionment	115,000	110,000	(5,000)
3111	State Aid	3,753,190	3,991,239	238,049
3111	State Aid (one-time funds)	-	-	-
3112	State Apportionment	57,000	68,000	11,000
3114	Bank Franchise Tax	36,000	27,000	(9,000)
3125	Mentor Teachers (PSII, PSIII, Stdnt. Teach)	5,000	5,000	-
3129-415	PBIS	-	-	-
4145-080	Title VI-United Way	676	676	-
4142-409	Title VI Native American Education	58,338	60,812	2,474
4151	Other - Fruit/Vegetable grant	16,000	16,000	-
4151-999	ESSER Cares Act (COVID grant)	-	-	-
4153-404	Title IV (Expendure in Title I)	17,629	17,829	200
4158-493	Title I Part A (84.010)	150,715	168,188	17,473
4158-495	Title I Focus Grant 1003a	-	-	-
4159-402	Title II Part A (CSR) (84.367)	46,150	47,091	941
4160-403	Title III ELA Grant	-	-	-
4190-997	ESSER III Grant	350,000	-	(350,000)
4190-998	ESSER II Grant	-	-	-
5110	Transfer from Impact Aid Fund (Title VII)	315,015	468,528	153,513
	Cash applied	73,180	-	(73,180)
5110	Transfer in from Capital Outlay	300,000	300,000	-
				-
	TOTAL MEANS OF FINANCE	**6,707,894**	**6,746,131**	38,237

6,746,131	Revenue
(6,746,131)	Expenditures
(0)	

GENERAL FUND BUDGET

EXPENDITURES

FUNCTION	SOURCES	2023-2024	2024-2025	Variance
1111	Elementary (K-4) (includes Title IIA)	1,381,751	1,361,560	
1112	Elementary (Jump Start - summer)	14,170	-	(14,170)
1121	Middle School (5-8)	931,054	945,486	14,432
1122	Middle School (summer)	13,800	-	(13,800)
1131	Secondary (9-12)	1,026,823	1,080,049	53,226
1132	High School (summer)	13,800	-	(13,800)
1273-473	Title I	309,935	256,038	(53,897)
1273-495	Title I Focus Grant	-	-	-
2113-409	Title VII Native Am Ed Coord/Soc Work	118,258	118,793	536
2122	Counseling Services	193,359	129,307	(64,052)
2132	Nursing Services - screenings			
2134	Nursing Services - individual services	9,100	10,100	1,000
2212	Instructional Staff Training	-	-	-
2213	Instructional Staff Training	23,800	19,800	(4,000)
2214-495	Title I Focus Grant Professional Dev	-	-	
2222	School Library Services	117,131	122,967	5,837
2227	Technology In School	136,985	140,808	3,823
2311	Board of Education Services	45,150	45,150	-
2314	Election Services	2,900	2,900	-
2315	Legal Services	5,000	5,000	-
2317	Audit Services	17,000	18,500	1,500
2321	Office of Superintendent Services	174,042	181,256	7,214
2329	Other - Cooperative Services	-	-	-
2490	Other - Medicaid Adm Services	3,000	3,000	-
2410	Office of the Principal Services	455,393	473,175	17,781
2529	Fiscal Services	190,743	196,589	5,846
2542	Operation/Maintenance of Plant	818,178	886,663	68,485
2543	Care & Upkeep of Grounds Services	16,000	17,500	1,500
2544	Care & Upkeep of Equipment Services	20,000	20,000	-
2545	Vehicle Servicing & Maintenance	8,500	10,500	2,000
2546	Security Services (SRO)	50,000	55,000	5,000
2555	Contracted Bus Services	270,000	285,000	15,000
2562	Fruit/Veg Grant	16,000	16,000	-
4500	Early Retirement	-	-	-
6100	Male Co-Curricular Activities	75,829	79,755	3,926
6200	Female Co-Curricular Activities	57,617	63,551	5,935
6900	Combined Co-Curricular Activities	104,075	109,184	5,109
6510	Co-Curricular Transportation	63,500	67,500	4,000
7000	Contingencies (budget only)	25,000	25,000	-
	TOTAL EXPENDITURES	**6,707,894**	**6,746,131**	38,238

Capital Outlay – June 2024

Available = $2,115,147 Total requested = $

Revenue - $2,115,147

Taxes/state Aid = $1,771,400

Booster Club = $45,000

E-Rate = $51,747

Past taxes = $10,000

Interest = $25,000

Bond redemption = $212,000

Every year costs - $1,433,100 ++

Building maintenance – warranty = $48,000

Bus contract – 15% of contract = $45,000

Technology – District wide = $325,000

Fiscal Services – accounting software = $8,100

Transfer to General Fund = $512,000

Debt services = $470,000

Textbooks = $TBD

Library – Books, etc. = $15,000

ELL Curriculum = $10,000

SPED Curriculum = $TBD

2024 items/requests = $562,350

Building Maintenance: $288,000

FOB – Backdoor = $10,000

Work Cart = $500

MS Scrubber = $25,000

Outside signage = $1,000

Big Laminator = $3,200

HS Canopy repair= $4,000

HS Science Lab – gas lines = $2,000

Water Faucet by Library = $1,800

Carpet (1st grade – Admin – 115) = $35,000

Bleacher repair = $10,000

Tables – Commons & HS =$115,000

HS Washer/Dryer = $15,000

Shelving = $1,000

Band – Exterior Door = $4,500

Exit Signs – 2 (MCRC) = $300

Squeezy Vac = $1,100

Minibus rear tires = $1,200

Teacher chair mats – 24 = $2,400

Ice Machine = $7,000

Yearly updates = $50,000

Grounds: $120,700

Goal Post – Paint = $2,000

FB Crow's nest doors = $4,500

John Deere tires = $700

Cameras (3) = $12,000

Signage = $1,500

MS Parking lot = $100,000

Elementary Staff: $18,200

Shelf Unit (Du Randt) = $700

Drying racks (Drietz) = $1,000

STEM Table (PVC B/H) = $400

Activity table (Kaschke) = $550

Table (PVC S) = $550

White Board/Magnetic (PVC S) = $350

Science Lab table (PVC S) = $650

Gym Storage unit - 2 (PVC S) = $900

Copier = $5,000

Easel (Du Randt) = $600

Sensory Table (PVC B/H) = $400

Computer storage cart (PVC B/H) = $400

Easel (N. Mallinger) = $550

Chairs (PVC) = $450

Desks (PVC) = $2200

Science cabinet (PVC S) = $500

Tables – 12 (4th grade) = $3,000

Middle School Staff: $39,950

White board skins (Pepper) = $3,750

White board skin (Severtson) = $350

Science Cabinets (Blum) = $30,000

Digital Hot Plate – 4 (Blum) = $2,750

Podium/Desk (Kopejtka) = $1,200

Wobble Stool (R. Hoffman) = $400

Electronic Balance – 7 (Blum) = $1,500

Middle/High School Staff: $15,950

Mixer (Gerlach) = $450

STEM kits (MCRC) = $3,800

Storage Cart (MCRC) = $1,000

Plasma cutter (Ag) = $2,400

Power cord wheel – 8 (Ag) = $700

Cabinet (Ag) = $1,500

Faucets – 2 (Fedders-Ellefson) = $750

Mobile Shelf (MCRC) = $2,200

Cordless tool kit – 2 (Ag) = $1,700

Tool storage – 3 (Ag) = $1,200

Air Hose – 2 (Ag) = $250

High School Staff: $2,000

Chair (Maier) = $250

Camera Monitor (HS Office) = $1,500

Podium (Maier) = $250

Activities: $25,800

PV Standards = $3,000

Softball Uniforms (away) = $5,000

Golf Pullovers (20) = $2,000

Cheer Mat = $300

Golf Simulator = $8,000

Golf Bags (10) = $2,500

Pitching machine (Softball) = $1,500

Golf Shirts (20) = $1,000

Golf Net (2) = $500

Softball equipment = $2,000

Music/Band: $28,300

Choral Risers (Yeaton) = $15,000

Instruments = $8,000

Clavinova (Yeaton) = $5,300

SPED: $18,950

Everyday Speech (Cleveland) = $450

Elem. Sensory Room update = $15,000

NextUp Curriculum = $3,000

Audio meter = $500

Food Service $3,000

Kitchen tile repair = $3,000

Other: $1,500

12-Pass Van stickers = $1,500

CONTRACT FOR
STUDENT TRANSPORTATION SERVICES

This Contract is made and entered into between Harlow's School Bus Service, Inc., a North Dakota corporation with offices at 1021 S 23rd Street – Suite A, Bismarck, ND 58504, 701.224.1767 (hereinafter referred to as "Harlow's" or "Contractor") and Flandreau Public School District #50-3, 600 West Community Drive, Flandreau, SD 57028, 605.997.3773 (hereinafter referred to as "FPSD").

1. **Contract Term**
   This Contract shall commence on the date that this Contract is fully executed under authorization granted by the FPSD Board at its meeting and be effective July 1, 2024 until June 30, 2029 (the "Contract Term"). This contract will include the following academic years: 2024-25 through 2028-29 unless earlier terminated, as provided herein.

2. **Termination**
   Contractor may terminate this contract by written notice of termination in the event FPSD fails to perform any obligation of FPSD under this contract. Contractor will continue to provide transportation services no more than ninety (90) days from the date of the written notice of termination to FPSD. FPSD agrees to pay Contractor for transportation services under the payment schedule of this contract through the last day transportation services are provided by Contractor.

   FPSD has the ability to cancel this contract effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow FPSD to provide transportation services to students within the school district. In the event FPSD shall elect to terminate this contract due to state legislative funding deficiencies, FPSD shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, FPSD shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure related costs, and all other associated termination costs.

3. **Insurance**
   Contractor will be required to furnish, prior to the signing of the contract, one million dollars ($1,000,000) single limit for bodily injury and property damage liability as well an additional nine million dollars ($9,000,000) umbrella policy (or as mutually agreed upon) and such other insurance as required by the State of South Dakota, if any. The policy shall name FPSD as an additional insured and provide that such coverage may not be cancelled or materially changed without thirty (30) days prior written notice to FPSD.

   FPSD is the primary provider for insurance on any school district owned assets that the Contractor operates.

   Immediately upon notification of a bus involved in an accident, the Contractor shall notify the superintendent or designee by the quickest possible means. A detailed accident report form shall be submitted to FPSD upon request, but not later than three (3) days after the accident.

4. **Assignability**
   Contractor shall not assign or transfer all or any part of its interest in the contract without the written approval of FPSD.

5. **Force Majeure**
   In the event that Contractor shall fail at any time to provide transportation herein agreed to be provided solely and by reason of extreme weather conditions or impassable road conditions, act of God, fire, riots, war, picketing civil commotions, threats against the school or unavailability of fuel, such failure on the part of the Contractor shall not be deemed a breach of the Contract. The determination as to whether road conditions are such as to make it unsafe to transport pupils shall be made by FPSD.

6. **General Management**
   At the present time, FPSD has four (4) school-to-home *routes* and 1 SPED Route operating one hundred and seventy (170) days per year (if less than FPSD and Contractor will mutually agree on new rate). The Contractor shall provide for all vehicle(s), driver(s), as well as the maintenance and management of the same, to operate school buses for FPSD for the 2024-2029 school year(s). Contractor's designated supervisor shall be readily available for contact by FPSD representatives to address issues or concerns that arise during the school year. Contractor will be the primary supplier of bus transportation for FPSD during the term of this contract. FPSD guarantees the Contractor the right of first refusal of any additional transportation services during the term of this Contract.

   Transportation contractor employees will enforce and comply with all policies, rules, and regulations adopted by the Flandreau School Board and Administration that govern the conduct of bus drivers; protection and supervision of children; and operation of transportation services for the Flandreau Public School District. All transportation personnel shall represent the Flandreau School District in a positive manner including appearance, conduct and in support of the Flandreau School District, school board, administration, personnel, and students. All transportation personnel shall treat student matters on a confidential basis.

   All bus drivers shall conduct an annual student evacuation drill from their assigned bus.

   The Contractor, with FPSD's approval or another mutually agreed upon arrangement may hire a bus attendant to assist a regular route driver with student control on a school bus if necessary.

   Rider discipline exercised by the Contractor will be guided by the FPSD transportation conduct policy.

   Transportation office and bus garage shall be located within the city limits of Flandreau to provide ease of contact with the school and transportation service.

7. **Routes**
   All students whose parents voluntarily enroll in the FPSD transportation program and who are eligible for school bus transportation for FPSD will receive bus transportation services. Due to safety concerns, any non-eligible rider will be reported to the school. Harlow's will report any non-registered child to FPSD who is riding with their guardian/driver.

   Prior to the start of the school year, the Contractor, working in cooperation with FPSD's representative, shall establish routes, pickup points, and identify the students to be transported. Time schedules and routes will be arranged and adjusted as necessary by the Contractor after

discussion with the designated representative of FPSD. Routing capacity assumption is: K-5th grade three (3) students to a seat, 6th–12th grade two (2) students to a seat. Pickup times will be established to allow delivery to each school no later than fifteen (15) minutes prior to its established starting time. An FPSD's representative will designate bus loading and unloading zones at school. Reasonable and infrequent late arrivals or departures resulting from unexpected traffic delays and mechanical failure will not be considered a breach of contract.

The actual number of bus routes will be determined by the Contractor and Superintendent by August 1st prior to the start of a new school year, or as growth increases to justify additional routes for FPSD.

Bus drivers shall report any potential route hazards to the transportation supervisor. The transportation supervisor is responsible to work with township, county, and state to correct the potential hazard. The transportation contractor shall also conduct reviews of the routes to ensure that all low visibility stops due to hills or other obstacles that prevent clear vision are properly marked with appropriate traffic signs. Reasonable and infrequent late arrivals or departures resulting from unexpected traffic delays and mechanical failure will not be considered a breach of contract.

Contractor will maintain contact with the drivers with a two-way radio system or another form of communication.

Contractor shall maintain an accurate record of miles per bus per route, per day, for General School Transportation, as well as for Long Field Trips, for calculating any changes in fuel escalation payments to Contractor. The contractor will attempt to maintain accurate record of students at each scheduled pick-up and drop-off, per bus route, per day, for General School Transportation.

8. <u>Vehicle and Maintenance Requirements</u>

Contractor will provide and maintain at Contractor's expense all buses to be used by Contractor to perform this contract. Contractor will maintain the insurances on its buses pursuant to Section 3, above. All school buses shall be DOT certified, complying with South Dakota's specifications and registrations. All route buses will be equipped with a two-way radio system (or another form of communication). Currently the Contractor agrees to maintain a fleet of at-least: five (5) route buses, one (1) SPED Bus with wheel chair lift and one (1) activity bus and Contractor shall maintain an adequate number of spare buses that will be in full compliance with all requirements of state and federal laws, rules and uniform standards.

The fleet of regular route and activity buses shall not be more than eighteen (18) years of age. The average age of the regular route buses shall not be more than twelve (12) years. Age of buses will be determined by September 1st of each year. No age requirements for spare buses.

Fuel for buses used to perform this contract will be paid for by Contractor and reimbursed to Contractor pursuant to the Fuel Escalation Clause, Section 12, and the Fees and Expenses, Section 11.

9. <u>Driver Requirements</u>

Qualifications: Only drivers who hold the appropriate license and endorsements as well sustain a US DOT Medical Examiners Certificate will operate the Contractor's vehicles. All drivers must pass a national criminal background check (HireRite or equivalent) as well as annual motor vehicle record (MVR) check.

A full-time bus supervisor shall be employed on a twelve-month basis. All drivers must meet and maintain the requirements of the laws and rules of the State of South Dakota.

Contractor will conduct driver training which shall not be less than twelve (12) hours per year (or as required).

10. Activities and Field Trips

Contractor is the primary transportation solution and agrees to provide transportation for student activities on an as needed basis. Payment will be based on a per mile payment with a minimum charge per trip. "Down Time" shall begin at arrival at the destination and end at departure. Hourly rate & down time items will be invoiced in quarter hour increments (1/4 or .25). Driver shall not exceed ten (10) driving hours and fifteen (15) working hours per day per driver per trip.

In the event of an overnight trip, Contractor will be paid the South Dakota state rate for driver(s) lodging and meals in addition to "down time" with maximum of twelve (12) hours daily. Drivers and buses shall be immediately accessible to the school district representative and students at all times during the waiting time period. FPSD transportation personnel will work with Contractor's management for timely advance scheduling of drivers and buses for all trips.

11. Fees And Expenses

Invoice And Payment Terms: Contractor will invoice FPSD on a monthly basis for services provided under this Contract. General Transporation services payment amount covering nine (9) equal payments beginning August with last payment in April. All invoices should be sent to FPSD by email or as set forth in the Notices provision, Section 24. Payment from FPSD is due and payable within fifteen (15) days of receipt of invoice (prefer ACH Payment(s)).

Fees: The fees for Contractor's services under this Contract (the "Fees") will be pursuant to the following payment schedule, subject to the Cost of Living Escalator and Government/ School Mandates provisions, Sections 12, 14 and 15 respectively:

General School Transportation (4 Routes)

- General Transportation Annual Rate for 2024-25: $303,120/Year
  - 170 School Days, 9 Equal Monthly Payments: $33,680/ Per Month

Special Needs Transportation

- Cost Per School Bus, Per Day, Five (5) Hour Min. Drive Time: $498.95/Day
  - Overage Cost, Per Hour (quarter hour increments): $89.99/Hour
- Bus Attendant, Per Route, Per Hour: $29.80/Hour

School Field Trips and Activity Transportation

- School Bus Activities: $3.34Mile
- Minimum Charge for Short Trips: $99.85
- Down Time, Per Hour, Per Driver: $23.95/Hour

Service Work on FPSD Equipment

- Shop Rate Per Hour: $102.50/ Hour
  - Parts not included & will be a pass-through at cost

PPE / Sanitizing Expense Pass Through

- The items may include but not limited to: gloves, mask, disinfectant and hand sanitizer for the bus, etc. We would want a mutually agreed upon / approved plan.

FPSD will pay Contractor $99.85 when filed trips or activities are not cancelled at least six (6) hours before scheduled pick-up time.

If any state and local fees surface that neither party is aware of, these items will be paid by FPSD.

Compensation Adjustments. Notwithstanding anything to the contrary in the Base Terms, in the event that there are documented increases in the cost of providing transportation services under the Student Transportation Contract, then at the request of Contractor, the rates of compensation payable under the Student Transportation Agreement shall be promptly renegotiated by Contractor and Customer in good faith in a manner that reflects such increased costs.

Cancellation Fees Due To School Closure: For each day that scheduled transportation is cancelled, meaning that school buses do not provide scheduled transportation services due to an unplanned school closure, for any reason whatsoever, FPSD school shall pay Contractor seventy five percent (75%) of the cost for the transportation services scheduled for that day, provided that Contractor shall give an equal credit against the cost of transportation services provided by Contractor for make-up days added in the same school year where transportation is provided.

12. <u>Fuel Escalation Clause</u>

The base price of fuels (gas, propane or diesel) is established at $2.00 per gallon which includes Federal and State taxes. A fuel escalation amount will be added to the base contract price. The rate of increase will be one cent ($.01) per mile for every five cents ($.05) increase in fuels above $2.00 per gallon. If fuels decrease in the price below $2.00 per gallon, the payment will be adjusted at the same rate as the escalator clause. Price adjustments will be made on the 25th of each month from a vendor or distributor whose business is located in the Flandreau School District. Upon mutual agreement of the parties, alternative fuel purchasing arrangements may be developed whereby the school may purchase the fuel and deduct from mileage contract according to mutual agreement of the parties.

13. <u>Option to Renew</u>

FPSD and Contractor agree to meet by April 30, 2029, to renegotiate any extended years and rates to this Contract. This Contract may be renewed for an additional term of five (5) years or as mutually agreed.

14. <u>Cost of Living Escalator</u>

Effective July 1, 2025, and for subsequent years of this contract, general transportation, special education cost, field trip and activity cost, down-time and cost price per line item shall increase by the greater of 3.50% or annual Consumer Price Index (CPI) Urban, All Items and shall not exceed a 7% annual increase determined in April of each year. https://www.bls.gov/cpi/. Contractor will provide FPSD a formal letter annually.

15. <u>Complying with Government and/or School Mandates</u>

If during the term of the contract there are any federal, state or local mandates: (a) requiring modification of Contractor's equipment or vehicles used to perform the contract, or, (b) which result in an increase in the business/operational cost of the Contractor during any one school contract year, then FPSD and the Contractor will negotiate to determine which party will bear the cost of complying with such mandate(s), including the cost of implementing any mandate(s), and the Contractor's rate of payment(s) for services to FPSD during the remainder of the contract term. If FPSD and Contractor are unable to agree on a price adjustment to the contract due to such mandate(s), then either FPSD or Contractor may terminate this contract with one hundred and

twenty (120) days written notice to the other. In the event no agreement can be reached, FPSD and Contractor agree to cooperate to transition transportation services back to FPSD, FPSD agrees to pay Contractor at the rates otherwise set forth herein until the transition is complete, and neither FPSD or Contractor will make a claim against the either for not completing the term of this contract.

The contract amounts may be adjusted by negotiation between Contractor and the School Board if mandatory employee health insurance is required by the federal government.

After the signing of this agreement, in the event of new laws, rules and regulations as required by State or Federal jurisdictions or in the event of exorbitant operational increases that would place new demands on the Contractor and would substantially increase the cost of this agreement, the Contractor has the right to renegotiate this agreement. The scope of renegotiations would be limited to the reasons specified in this paragraph.

16. Indemnification

Contractor agrees to indemnify and hold FPSD, its governing board, officers, employees harmless and promises to defend same from all claims or damage, penalties of any kind related to the operation and maintenance of the buses or any obligations under this contract.

FPSD agrees to indemnify, defend and hold harmless Contractor, and all of its affiliated and related entities and governing board, officers, directors, employees, successors and assigns, attorneys, insurers, and representatives, individually and in their official capacity, from any and all claims, actions, damages and liability, including the cost of investigation, litigation expenses, appeal costs and attorney's fees, to the extent resulting from any claims or suits which result from any negligent or intentional action or omission of FPSD and/or FPSD's affiliates and related entities, employees, agents or representatives arising out of or relating to FPSD performance or failure to perform any of its obligations under this Contract.

17. Nondisclosure

As used in the Contract, "Confidential Information" means any information disclosed by or relating to a party whether of a technical, business or other nature (including without limitation, all information relating to FPSD students transported by Contractor, their families, and the employees of FPSD that generally is not known to the public. Each party will not disclose Confidential Information of the other party without the prior written consent of that party, except as required by law. Each party will take all reasonable measures to avoid disclose, dissemination or unauthorized use of Confidential Information provided to it by the other party.

18. Governing Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws in the State of North Dakota, without regard to its principles of conflict of laws. The Parties consent to exclusive jurisdiction of the federal and state courts of the State of North Dakota in Burleigh County for all disputes arising out of this Contract.

19. Arbitration Clause

In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

20. Relationship of Parties

This Contract is not intended and shall not be construed to create an agency, partnership, joint venture, employment of franchise relationship between FPSD and Contractor. The Contractor will not represent or hold itself out to be part of FPSD or a partner or agent of FPSD. The contractor shall not enter into any agreement on FPSD's behalf or in FPSD's name.

Contractor and FPSD agree that the relationship of the Parties under this Contract is that of an independent contractor. Neither Contractor, nor any member, agent, employee, officer or official of Harlow's, shall be held or deemed in any way to be an agent, employee, officer or official of FPSD.

21. Severability

If any portion of this Contract shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each portion and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. Modification

No waiver, alteration or modification of any of the provisions of this contract shall be binding upon any party unless in writing and signed by the authorized representative of the party against whom such waiver, alteration or modification is sought to be enforced. Each such amendment, waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

23. Entire Contract

This Contract shall constitute the entire contract between the Parties and supersede any prior understandings between the Parties with respect to the subject matter hereof.

24. Notice

All notices, requests, demands, waivers, consents and other communications ("Notices") under this Contract (A) shall be in writing; shall be delivered (1) via hand delivery, (2) by other electronic means, (3) by overnight air courier or (4) by Certified Mail, with return receipt requested; and (B) shall be directed to the party being notified at the following addresses (or at such other addresses as the Parties may designate in writing):

For Contractor:	**For FPSD:**
Harlow's School Bus Service, Inc.	Flandreau Public School District #50-3
1021 South 23rd Street, Suite A	600 West Community Drive
Bismarck, ND 58504	Flandreau, SD 57028
Attn: Senior Vice President	Attn: Superintendent or Designee

Notices are deemed received upon receipt given methods listed above.

25. Headings

The headings used in this Contract are for the convenience of the parties and for illustration only and are not to be used for determining or interpreting any of the rights or obligations herein.

ACCEPTANCE OF AGREEMENT

The signatures below indicate acceptance of the terms and conditions of this Contract as described above. Upon signature, this Contract shall be binding on the Parties. This Contract may be executed in counterparts, each of which shall be deemed an original, which together, shall constitute one and the same Contract. A signed copy of this Contract delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

ACCEPTED AND AGREED TO:

HARLOW'S SCHOOL BUS SERVICE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO:

FLANDREAU PUBLIC SCHOOL DISTRICT #50-3

Signature: _____

Name: _____

Title: _____

Date: _____

_____
Clerk of the Board

_____
Date

Find It

GAVEL

You are here:

Home » Services » Board Training » GAVEL

GAVEL

The Governance Academy of Visionary Education Leadership (GAVEL) is an ASBSD Board Development initiative that offers multi-level learning opportunities designed to prepare school boards to effectively govern and provide the leadership necessary to improve student achievement. GAVEL represents ASBSD's pursuit of your association's primary goal: to inspire school board members and board-superintendent teams to value and pursue leadership development.

Contact Wade Pogany at 605-222-0889 or at **wpogany.DEC@gmail.com** to schedule a training event.

OVERVIEW

Find It

WHO SHOULD ATTEND?

School board members face diverse legal, financial and education issues. GAVEL learning programs are designed for all board members. Each foundation provides knowledge and skills you will need to be a leader in education. Consider attending as a board-superintendent team to reap the most rewards.

- **NEW BOARD MEMBER:** Hit the ground running! Find out what you need to know to make the most of your term on the board. This training will help you avoid common mistakes.
- **FIRST-TERM BOARD MEMBER:** Refresh what you've learned and fill in the gaps so you can be even more effective in the coming year.
- **BOARD PRESIDENT:** Other board members look to you as a leader and role model. This training can help you be a mentor and build your knowledge of the basics of good boardsmanship.
- **EXPERIENCED BOARD MEMBER:** Even if you've been on the board a few years, this training can help you understand new standards for effective board performance, new expectations for board members and best practices to improve your productivity.
- **SUPERINTENDENT:** Learn how you and your board team can best help each other as you work to increase student achievement in your district. Stay up-to-date on the latest standards for effective board performance.

SCHEDULING

ASBSD schedules GAVEL training events throughout the state each year – see ASBSD's publications and website for complete details on dates, times and locations. In addition, all GAVEL board learning opportunities can be delivered as a whole-board or small group session at the request of a local school district.

RECOGNITION

ASBSD has multiple ways to recognize board members who complete GAVEL learning programs.

GAVEL Certification: ASBSD offers voluntary GAVEL certification as a way to recognize board members who complete the GAVEL learning program.

Find It

work, and their accompanying outcomes, that give school board members a solid foundation to govern effectively at the local level. The core GAVEL curriculum includes three key foundations:

- **SCHOOL BOARD GOVERNANCE:** An introduction to the board's governance authority (4 hours)
- **FISCAL RESPONSIBILITY:** Understanding school finance and district budgets (3 hours)
- **STRATEGIC PLANNING:** Using the districts vision, mission, beliefs and goals to impact student performance (3 hrs).

Benefits of completing GAVEL training

After completing GAVEL training, school board members will be able to:

- Make decisions at the board table that are in the best interest of students.
- Form good working relationships with other board members and the administration as a governance team.
- Understand and avoid crucial mistakes when dealing with legal issues.
- Fulfill the board's responsibilities to ensure a fiscally responsible school system.
- Work within the board's role with respect to personnel issues, including collective bargaining, hiring and terminations.
- Clarify when the board should make a decision and when it should defer to administration.
- Work effectively with the community in areas that range from advocacy to dealing with citizen concerns.
- Value the vision, mission and district-level goals as a way to improve student achievement.
- Understand how ASBSD services and staff can assist school boards.

Find It

Associated School Boards of South Dakota is a private, non-profit organization representing more than 850 local school board members, the school districts they govern and the students they serve.

ASBSD Pages

- About
- Contact Us
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- Events
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Legislative Links

- Billtracker
- Legislative Cracker Barrels
- S.D. Legislative Homepage
- S.D. Legislative Bills
- SB 127 Information

Quick Links

- ASB Protective Trust
- ASBSD Policy Services Website
- ASBSD-SASD Convention
- Teacher Placement
- Sitemap

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MEMORANDUM OF AGREEMENT

By and Between

SOUTH DAKOTA STATE UNIVERSITY (hereinafter, "SDSU"),

And

Flandreau School District 50-3 600 W. Community Dr., Flandreau, SD 57028

(hereinafter, "District")

I. PURPOSE

SDSU and District have executed and anticipate executing in the future certain agreements to place teacher candidates of the SDSU Teacher Education Program (hereinafter, "Program") in District's schools, in order for the candidates to obtain required field experience for the award of a degree. This initiative also includes, but is not limited to:

a. Placement and support for the full year residency and semester long programs involved in the SDSU Teacher Education program.

b. Placement and support for the early field experiences involved in the SDSU Teacher Education program.

II. TERM & EFFECT

a. The Commitments of this Agreement as between SDSU and District will commence on the date of the last authorized signature below. Any Agreements amending this Agreement, when signed by SDSU and District, shall be incorporated into this Agreement as an addendum and an attachment hereto.

b. The Commitments of this Agreement shall continue between SDSU and a District until terminated pursuant to section II.c.

c. This Agreement may be terminated by SDSU or District for any or no cause within thirty (30) days of SDSU serving written notice of the termination to the participating District.

d. A District may only rescind its participation in this Agreement, and sever its rights and commitments hereunder, when no Underlying Agreement between the District and SDSU is effective, and within thirty (30) days of the District serving written notice of the rescission on SDSU and the other participating Districts. Such rescission may be for any or no cause, and the rescission shall be reduced to writing. Termination of this Agreement shall occur when all Districts rescind their participation in this Agreement.

III. SDSU COMMITMENTS

a. SDSU shall involve the faculty of its School of Education, Counseling and Human Development to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. These efforts shall be undertaken under the guiding principle of demonstrating research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the SDSU faculty.

b. Teacher candidates will be approved by SDSU faculty each year. The candidates will fill out the necessary applications to be considered for a clinical placement, providing transcripts, and other information as deemed necessary by SDSU.

c. SDSU will provide funding to the District for clinical educators' clinical supervision duties associated with field experiences, the full-year residency and semester-long programs. The District is responsible for compliance with applicable laws and paying those funds to the clinical educators. The funding rate will be determined by SDSU on an annual basis.

d. Graduate credits or continuing education units (CEUs) may be available to clinical educators for clinical supervision duties.

e. SDSU will assign a clinical mentor to assist and support both teacher candidates and clinical educators to reflect, dialogue, and study their experiences in the classroom, examine video-recordings of each other's teaching, and address questions emerging from this practice. The SDSU clinical mentor will meet every three weeks, on average, with their assigned teacher candidates or provide supervision at a similar level. Clinical educators may be invited to participate in these meetings.

f. SDSU will share data regarding performance of the residency program and teacher candidates with the District in accordance with the Family Educational Rights and Privacy Act (FERPA).

g. SDSU will collaborate with District in the selection of clinical educators. The total number of clinical educators and teacher candidates in each district will be determined annually based on need and availability of clinical educators.

h. SDSU will ensure teacher candidates:

1. Meet SDSU requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
2. Are fully enrolled in the Program at SDSU and registered for course work toward graduation during their involvement with the residency or semester long program.
3. Are under joint supervision of the clinical mentor and clinical educator in the school they are assigned. The clinical supervisory team will be headed by assigned SDSU faculty (clinical mentor), with involvement from the clinical educator and building principal.
4. Are personally responsible for individual health insurance and professional liability insurance.

IV. DISTRICT COMMITMENTS

a. District will each select clinical educators from the existing school staff to work with the teacher candidates and the SDSU faculty. District will collaborate with SDSU to match the interests and capabilities of clinical educators with those of the teacher candidates. The clinical educators will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Specific requirements for clinical educators involved with student teaching/residency include:

1. Three years of successful K - 12 teaching, with at least one year in the current setting/assignment.
2. Certification in the area(s) the teacher candidate is to be placed.
3. Administrator approval and recommendation to serve as a clinical educator.

b. Clinical educators will assume the following responsibilities regarding the teacher candidate: assigning work, observing, supervising, critiquing, keeping records, and filing necessary reports to SDSU. Clinical educators are also invited to participate in clinical mentoring seminars and assist teacher candidates in the process of reflection on their practice. Teacher candidates shall be allowed to gradually increase responsibility to eventually take full responsibility for instruction for a minimum of two weeks.

c. District may provide paid opportunities to teacher candidates during the residency experience in the form of vouchers for reduced or free services from community businesses; substitute teaching (ten (10) days maximum); free breakfast and/or lunch; free tickets to school extracurricular activities; or other approved opportunities through the schools in which teacher candidates are placed. Teacher candidates will be individually responsible for the expenses of their SDSU tuition, fees, travel, books, and other costs of undergraduate study.

d. District will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA and as required for national accreditation purposes.

e. District will allow video-recording of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with District and SDSU policy and procedures.

f. District will be responsible for distributing funds provided pursuant to section III.c. to clinical educators in compliance with applicable law.

V. **TERMS AND CONDITIONS.** The following provisions shall apply at all times for the duration of this Agreement:

a. **Indemnification and Hold Harmless Clause. Each District understands, agrees to, and shall indemnify, defend, and hold harmless the State of South Dakota, SDBOR, SDSU, as well as their officers, agents and employees, (hereinafter, "Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Indemnitees on account of loss of or damage to any property, or for injuries to or the death of any person, where the loss, damage, injury, or death is caused by, arises out of, or is in any way related to, in whole or in part, any act, omission, professional error, fault, mistake, or negligence of that District, its employees, agents, representative, or subcontractors, or their subcontractors' employees, agents, or representatives, in connection with or incidental to the performance of this Agreement and/or any Underlying Agreements, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of that District and/or its subcontractors or claims under similar laws and obligations, and that this aforementioned obligation shall survive the termination/rescission, or the end of, this Agreement and in perpetuity. District and SDSU recognize that each District's obligation under this Provision shall not extend to any liability caused by the sole negligence of the Indemnitees.**

b. **FERPA.** Each District and SDSU shall also maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by FERPA. Each District and SDSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees, and agents of a party that receives Student Information may use the information only for the purpose(s) for which the disclosure was made. Recipient party or parties to this Agreement shall not use or disclose Student Information received from or on behalf of the disclosing party or parties to this Agreement except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the disclosing party or parties. Each District and SDSU agree not to use Student Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or conclusion of the Agreement, recipient party or parties shall return all Student Information to the disclosing party or parties or, if return is not feasible, destroy all Student Information. Each District and SDSU shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information

received from, or on behalf of the disclosing party or parties or their students. These measures will be extended by Agreement to all subcontractors used by each District. The recipient party or parties shall report to the disclosing party or parties any use or disclosure of Student Information not authorized by this Agreement or authorized in writing by the disclosing party or parties.

c. **Insurance.** SDSU, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL chapters 3-21 and 3-22, as well as participation in the Public Entity Pool for Liability agreement. District and SDSU agree that such insurance shall satisfy all insurance requirements as to SDSU for this Agreement.

d. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of South Dakota.

e. **Non-Discrimination.** Districts and SDSU agree to be bound by applicable state and federal laws and regulations governing Equal Employment Opportunity and Non-Discrimination, and to similar SDBOR and SDSU policy requirements.

f. **Non-Agency.** District and SDSU agree that each District's employees are not agents or employees of the other District or of SDSU. District and SDSU agree that SDSU's employees are not agents or employees of the District.

g. **Funding Out.** District and SDSU acknowledge that legislative action, including the failure of the Legislature to appropriate funds, may require the curtailment or termination of some or all of SDSU programming and support, which in turn may impact the availability of personnel, students, and facilities to be used under this Agreement. District and SDSU acknowledge further that they are obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail this Agreement based on these considerations.

h. **Anti-Kickback.** District and SDSU certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws.

i. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the remaining terms shall not be affected, and, if possible, the rights and commitments of District and SDSU are to be construed and enforced as if the Agreement did not contain the term.

j. **Waiver.** No provision of this Agreement shall be considered waived by SDSU unless the waiver is expressed in writing and executed as a supplement to this Agreement. A waiver by SDSU of any breach of duty or covenant under this Agreement is not a waiver of any subsequent breach of the same.

k. **Miscellaneous.** All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of SDSU. The terms of this Agreement supersede all conflicting terms of associated agreements.

VI. SIGNATURES AND EXECUTION

By their signatures below, each District's representative certifies that they are duly authorized to act on the behalf of their respective District and so bind the District to this Agreement. Further, by their signatures below, the District signify their agreement to all of the terms and conditions described above, and their complete reading and understanding of the same, including Indemnity and Hold Harmless provisions that serve as waivers of important rights and as substantial responsibilities to each District. District and SDSU recognize that the Effective Date of this Agreement as to each District shall be the latest of the date-of-signature of the Provost of SDSU or either representative of the District.

FOR SDSU:

_____	_____
Dr. Evan Ortlieb, Dean DATE	Dr. Dennis Hedge, Provost DATE
SDSU College of Education and Human Sciences	South Dakota State University

FOR DISTRICT:

_____	_____
_____, President DATE	_____, Superintendent DATE
Board of Education	_____ School District

Surplus List 2024

Item	Quantity
9X13 Metal Cake pans	29
9X13 Roaster pans	7
2 oz scoops	5
2 oz slotted scoop	1
3 oz scoops	10
3 oz slotted scoops	8
4 oz slotted scoops	1
6 oz slotted scoops	1
Serving spoons	4
Ladel	2
Sm Metal Tongs	3
Lg plastic tongs	1
Meat Forks	2
Sm pizza cutter	1
Potato peeler	1
1 cup measuring cup	2
½ cup measuring cup	2
¼ cup measuring cup	1
2 cup liquid measuring cup	2
Small Strainer	2
Small funnel	1
6 qt Cold Storage container	7
6 qt cold storage container lids	6
4 qt cold storage container w/lid	1
11 qt hot storage container w/ lid	1
7 ¼ hot storage container w/lid	1
Md Metal soup pot	1

1/3 size cold storage container	4
½ size pan lids	3
Silverware compartment trays	4
Set of matching baskets	12
Cheese grater	1
Portable steamwell	1
4’ black salad bar(plexiglass missing/broken)	1
Metal bread pans	56
Panasonic Radio	1
Star Trac Treadmill	1
Life Fitness Treadmill	1
Spirit Elliptical	1
Vision Fitness Elliptical	1
Trophies	?
4x6 Rubber Mats	13
Battle Ropes Base	1
4x6 Rubber mats	77ish
White Basketball uniforms	?
Purple Basketball uniforms	?
Flier Golf Bags	4
Black Golf bags w/clubs	2
Blue Scout pop up dummies	2
High Jump Standards	
Projectors	26
Keyboards	25
Apple TV’s	11
Projector Ceiling Mounts	10
FHS Backpacks	8
VGA Monitors	7
Computer bags	6

VCR	1
Projector cases	3
Computer speakers	2 sets
Stainless steel food line counter w/two steam tables	
Large homemade serving tables	3
White foldout cafeteria tables w/seats	2
White Kitchen Aid Stove glass top electric	1
Black Whirlpool, Natural gas stoves	2
Black Whirlpool build in oven, gas	2
GE Four Burner countertop stove electric	3
GE Build in Oven with Auto Clean elec	1
GE Build in oven – electric	3
Wood Kitchen Cabinet sets	
Steel Kitchen Cabinet sets	
Kitchen Aid Garbage disposal ¾ H.P., 120 volt	
Jackson Conveyor Commercial Dishwasher 480 volt	
Hobart 480 volt Garbage Disposal	
Stainless Steel Dishwasher	
Kitchen 1 gallon can racks	
Kitchen stainless steel work table	
Tables & Chairs of all sizes	
Desks – all sizes, one piece, two piece desks sets	
Weightroom equipment benches	
Small plastic chair with steel legs	
Medium plastic chair with steel legs	
Normal plastic chair with steel legs	
Wood table with slate, top	
2 & 3 Door File Cabinets	
Food Line Safe cover	
5 Gallon Plastic Buckets (60 +)	

Four Wheel Carts
Section of Hallway Locker
Rubber mates
Plexi glass shields