

JUNE
2024

WATERTOWN SCHOOL DISTRICT #14-4
SCHOOL BOARD MEETING
Monday, June 10, 2024

5:30 PM – Watertown District Office

Livestream - <https://www.youtube.com/@watertownschooldistrict14-74/streams>

1. CALL MEETING TO ORDER

1.1. *Pledge of Allegiance*

2. CONSENT AGENDA

2.1. *Roll Call*

2.2. *Conflicts of Interest*

2.3. *Review/Approval of Agenda*

2.4. *Approve Minutes of May 13, 2024*

2.5. *Receive Financial Reports for May, 2024*

2.6. *Student/Staff Recognition*

3. DISCUSSION ITEMS - LATC

3.1. *Public Input on Agenda/Non-agenda Items*

3.2. *Summer Enrollment Update*

4. ACTION ITEMS - LATC

4.1. *Personnel*

4.1.1. Resignations

4.1.2. Contract Recommendations/Addendums

4.1.3. Consider Education Stipends

4.1.4. Authority to Hire

4.2. *Property*

4.2.1. Consider Equipment Lease Agreements

4.2.2. Consider Facility Use Agreement - Prairie Lakes Wellness Center

4.2.3. Consider Surplus Equipment

4.2.4. Consider New Program Proposal – Conservation Law Enforcement Certificate

4.2.5. Consider New Program Proposal – Dental Hygiene

5. DISCUSSION ITEMS – 14-4

5.1. *Public Input on Agenda/Non-agenda Items*

5.2. *Northeast Technical High School Report*

5.3. *Strategic Plan Presentation*

5.4. *First Reading of Policy GBED*

6. ACTION ITEMS – 14-4

6.1. *Approval of Bills*

6.2. *Personnel*

6.2.1. Resignations

6.2.2. Contract Recommendations/Addendums

6.2.3. Authority to Hire

6.3. *Property*

- 6.3.1. Consider Charter Bus Service Bid
- 6.3.2. Authorize Notice of Appointment for School Board Election
- 6.4. *Consider Adoption of Strategic Plan*
- 6.5. *Consider 2023-24 Supplemental Budget*
- 6.6. *Consider Employee Assistance Program Recommendation*
- 6.7. *Approval of Special Education Comprehensive Plan*
- 6.8. *Student Enrollment Requests*
 - 6.8.1. Open Enrollment
 - 6.8.2. 13-28-10

7. COMMUNICATIONS

- 7.1. *Administrative Reports*
 - 7.1.1. Enrollment Report
 - 7.1.2. Fuel Quotes
 - 7.1.3. Nutrition Report
- 7.2. *Board Report to Superintendent*

8. ADJOURNMENT

2.4. Approve Minutes of May 13, 2024

SCHOOL BOARD MINUTES WATERTOWN SCHOOL DISTRICT NO. 14-4 CODINGTON COUNTY, SOUTH DAKOTA

The School Board of the Watertown School District No. 14-4 of Codington County, South Dakota convened pursuant to due notice at 5:30 p.m., Monday, May 13, 2024 in regular session. The following members were in attendance: Chairman Stuart Stein, Jon Iverson, Jean Moulton, and Kari Lohr. Roshal Rossman was absent. Also in attendance were staff, administration, and representatives of the news media.

REGULAR MEETING

Chairman Stein convened the Board for its regular session by leading the Pledge to the Flag.

CONSENT AGENDA

Jean Moulton moved that the consent agenda be approved as presented. Kari Lohr seconded. Four votes yes. Motion carried.

FINANCIAL REPORT

The Business Manager presented a financial report of receipts, disbursements, and cash balances for the month of April, 2024 as listed below:

Receipts: Taxes, \$1,027,299.20; Tuition, \$65,937.42; County Sources, \$30,124.35; State Aid, \$1,244,064.00; Other State Sources; \$139,317.70; Federal Sources, \$389,479.82; Sales, \$374,317.76; Interest on Investment, \$46,744.58; Misc., \$3,693,134.20; Sales Tax, \$13,772.78.

Expenditures: Verified Claims & Expenditures, \$2,685,263.28; Salaries, \$4,272,792.26.

Cash Balances, April 30, 2024: General Fund \$5,552,924.28; Capital Outlay, \$6,956,851.76; Special Education, \$1,002,599.72; Lake Area Technical College, \$10,206,901.10; K-12 Nutrition Services, \$374,226.67; LATC Bookstore Services, \$777,325.10; LATC Nutrition Services, \$356,615.98; LATC Day Care Center, \$337,141.92; Concessions, \$34,984.99; Drivers Education, \$40,802.79; Pre-School Services, \$23,390.59.

Custodial Funds: Clubs and Scholarships – Receipts, \$30,150.35; Expenditures, \$57,135.69; Balance, \$329,562.39.

Special Revenue/Internal Service Funds: LATC Financial Aid – Receipts, \$85,019.58; Expenditures, \$77,031.55; Balance, \$89,303.49. Employee Benefit Trust – Receipts, \$655,348.96; Expenditures, \$628,610.83; Balance, \$3,804,402.51.

STUDENT/STAFF RECOGNITION

The Watertown School Board recognized the following for their various achievements:

Athletic Director of the Year – Craig Boyens

2024 Retirees – Janet Brage, Rick Briggs, Deborah Cox, Renee Cummings, Kathy DeJong, Gregg DeSpiegler, Lori Fox, DeDe Gilbertson, Marlene Gully, Linda Jensen, Patty Meadors, Kay Olson, Lori Rook, Tammy Schoon, Duayne Singrey, CeCe Soucy, and Lisa Ulrich

LATC DISCUSSION ITEM

LATC 2023 Placement Report and 2024 Graduation – Tiffany Sanderson, LATC President, provided an overview of the 2023 Placement Report, which indicated 99.2% placement and 82.7% placed in South Dakota. It was noted that the average starting wage into fields of employment is \$54,725 or \$26.31 per hour. President Tiffany Sanderson also noted the 57th graduation ceremony was held on Friday, May 10th in the Watertown Civic Arena. President Sanderson noted the Class of 2024 graduated 806 students.

ACTION 24194

Tiffany Sanderson, LATC President, presented for Board approval the following resignations.

Chad Foust – Department Supervisor of Environmental Technology
Jenny Homola – Nursing Instructor
Zachary Briggs – Professional Pilot Instructor
Kelly Heesch – Community Health Worker
Darin Rumpza – Diesel Department/TechKnowledge

Kari Lohr moved the approval of the resignations as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24195

Tiffany Sanderson, LATC President, presented the following contract recommendations/addendums and asked for their approval.

LATC CONTRACT RECOMMENDATIONS/ADDENDUMS:

Anna Fuhrman – Agriculture Instructor - \$59,333.00
Andrea Opitz – General Education Instructor - \$55,194.00
Sarah Maag – Addition of 15 days, \$4,309.95 – \$64,649.00
Eric Fjeldheim – Physical Therapy Instructor, \$81,578.83 & Dept Supervisor, \$1,150.00 – \$82,729.00
Stacey Vande Zande – Surgical Technology Instructor - \$61,061.00
Wyatt Voelsch - Diesel Technology Instructor, Butler Max - \$83,194.00

Adjunct Instructor

Shawna Shelton – CSS100 – 1 credit @ \$1,100.00/credit - \$1,100.00

Temporary Part-Time

Jennaka Nelson – Childcare Worker I - \$14.00/hr, up to 30 hours/week
Presley Knecht – Childcare Worker I - \$15.00/hr, up to 20 hours/week
Desianne Swedeen – Childcare Worker I - \$15.00/hr, up to 30 hours/week
Jordan Melius – LE Lab Aide – 60 hours @ \$29.53/hr - \$1,771.80
Rick Jacobson – CDL Instructor – 15 days max @ \$337.89/day - \$5,068.35
Dylan Ruotsalainen – Information Technology Student Intern – 240 hours max @ \$14.00/hr - \$3,360.00
Todd Swenson – CDL Instructor – 15 days max @ \$358.17/day - \$5,372.55

Kari Lohr moved that the contract recommendations/addendums be approved as presented. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24196

Tiffany Sanderson, LATC President, presented for Board consideration Equipment Lease Agreements in relation to the Heavy Equipment Operator and Diesel Technology programs and asked for Board approval. Jean Moulton moved that the following leases be approved as presented:

Wheel Loader – TranSource – 2 months at \$1,000.00/month
Wheel Loader with Bucket – TranSource – 2 months at \$1,000.00/month
Trimble GPS Kit – Butler CAT – 2 months no cost
John Deere Tractor – Kibble Equipment – 8 months no cost
John Deere Tractor with Loader – Kibble Equipment – 8 months no cost

Jon Iverson seconded. Four votes yes. Motion carried.

K-12 DISCUSSION ITEMS

Northeast Technical High School Board Report – The Superintendents meeting was held on May 7, 2024. The full NTHS Board will meet on May 15, 2024 at 5:45 p.m.

High School Graduation Report – Patty McClemans, High School Principal, noted that the 2024 graduation ceremony is to be held on Sunday, May 26th at 2:00 p.m. in the Watertown Civic Arena. McClemans also noted there will be 278 seniors graduating.

2024-2025 Preliminary Budget – Heidi Clausen, Business Manager, presented the School Board with a copy of the 2024-2025 Preliminary Budget in the total amount of \$128,309,762.00.

Strategic Plan Update – Superintendent Dr. Jeff Danielsen presented a draft review of the Strategic Plan.

ACTION 24197

Jean Moulton moved the approval of the verified claims and salaries for the month of April, 2024 as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24198

Derek Barrios, Assistant Superintendent, presented for Board approval the following retirement. Kari Lohr moved the approval of the retirement received from Duayne Singrey, High School Custodian, as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24199

Derek Barrios, Assistant Superintendent, presented for Board approval the following resignations.

Allison Foster – Art Club, Intermediate School
Kristen Bernier – Food Service, Jefferson
Leah Giese – Speech Language Pathologist, McKinley
Kara Schleusner – Special Education Instructor, McKinley
Tori Lindgren – Speech Language Pathologist Assistant, McKinley
Gail Helland – Food Service, High School
Julie Laister – Alt Ed Special Education Instructor, High School

Caitlyn Schwebach – English Language Arts Instructor, Middle School
Erika Schilken – Classroom Paraprofessional, Lincoln
Dalton Petersen – Orchestra Instructor, High School
Unique Young – RTI Paraprofessional, McKinley
Emily Riley – Paraprofessional/Office, McKinley
Amanda Ries – Special Education Paraprofessional, McKinley
Joseph Gilstad – Part-Time Custodian, Middle School
Katie McLaughlin – Grade 2, Jefferson
Edann Gilk – Grade 3, Lincoln

Kari Lohr moved the approval of the resignations as presented. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24200

Derek Barrios, Assistant Superintendent, presented the following contract recommendations/addendums and asked for their approval.

K-12 CONTRACT RECOMMENDATIONS/ADDENDUMS:

Tesa Meier – English Language Arts Instructor, High School - \$47,500.00
Kristin Dahl – Special Education Instructor, High School – \$55,159.00
Deanna Hickel – Colony Instructor - \$52,640.00 + Colony stipend \$1,000.00 - \$53,640.00
Ashley Moes – Colony Instructor Stipend - \$1,000.00
Evan Stahlke – Math Instructor, Middle School and Lunch Room Supervisor – \$51,595.00
Justyne Burghardt – Elementary Instructor, Lincoln - \$49,500.00
Jake Denzer – Elementary Instructor, Intermediate School - \$49,500.00
Hailey Full – Registrar, High School - \$3,400.00/month
Nate Clark – Head 8th Boys Basketball Coach - \$3,156.00
Jayden Engels – Head 9th Girls Basketball Coach - \$3,527.00
Jennie Olson – Assistant 8th Girls Basketball Coach - \$3,168.00
Parker Young – Middle School Girls Tennis Coach - \$1,918.00
Jaron Waters – Head 7th Boys Basketball Coach - \$2,970.00
Mark Vaux – Assistant Girls Soccer Coach - \$4,121.00
Kari Holden – Physical Therapist - \$75,000.00
Stacey Briggs – Physical Therapy Assistant - \$50,000.00
Dexter Gaikowski – Head Girls Varsity Wrestling Coach - \$6,906.00
Kaiya Poll – Assistant Girls Varsity Wrestling Coach - \$4,455.00
Nick O'Connor – Assistant Boys Wrestling Coach - \$4,618.00
Nick O'Connor – Elementary Wrestling Coach - \$768.00
Tyler Dahl – Head Middle School Wrestling Coach - \$3,960.00
Theresa Jerke – Title I Teacher, Immaculate Conception - \$20,050.00
Robyn Beutow – Title I Teacher, St. Martins - \$12,840.00
Andrea Schultz – Lane Change from BA+16 to MA, \$1,850.00 – \$57,638.00
Amy Brandriet – Lane Change from MA to MA+16 \$1,690.00 – \$61,325.00
Erica Paulson – Middle School Intramurals - \$1,485.00
Stephanie Hageman – APEX Course Set up – 8 hours @ \$25.00/hr - \$200.00

Teacher Apprenticeship (\$500.00)

Brenda Teske
Ann DeSpiegler

Jennifer Flatten
Jennifer Doescher

Malory Hoffmann

High School Advisory Curriculum (21 hours @ \$25.00/hr - \$525.00)

Danielle Harms

Olivia Forman

High School Summer School

Deborah Boxall – WHS Science Summer School – 96 hours @ \$33.00/hr - \$3,168.00

William Gripenot – WHS Math Summer School – 96 hours @ \$33.00/hr - \$3,168.00

Kayla Prasek – WHS English Summer School – 96 hours @ \$33.00/hr - \$3,168.00

Mikayla Kappenman – WHS Social Studies Summer School – 64 hours @ \$33.00/hr - \$2,112.00

Jennifer Burns – Special Education Summer School – 96 hours @ \$33.00/hr - \$3,168.00

Penny Thyen – Special Education Summer School – 96 hours @ \$33.00/hr - \$3,168.00

Sheltered Math & English (28 hours @ \$25.00/hr - \$700.00)

Whitney Chilson – Sheltered Math

Shanon Manley – Sheltered English

Customized Arrow Academy (7 hours @ \$25.00/hr - \$175.00)

Chelsea Brink

Scott Walker

Samantha Koehn

Jayden Engels

William Gripenot

Rosemary Bellum

Night School (30 hours @ \$33.00/hr - \$990.00)

Jennifer Burns

Stephanie Hageman

Drivers Education

Chad Rohde – Drivers Education Director - \$150.00 Stipend

Chad Rohde – Drivers Education Curriculum – 20 hours @ \$25.00/hr - \$500.00

Melissa Bastian – Drivers Education Curriculum – 20 hours @ \$25.00/hr - \$500.00

Chad Rohde – Drivers Education – 190 hours @ \$33.00/hr - \$6,270.00

Melissa Bastian – Drivers Education – 222 hours @ \$33.00/hr - \$7,326.00

Matt Bastian – Drivers Education – 102 hours @ \$33.00/hr - \$3,366.00

Clay Busskohl – Drivers Education – 160 hours @ \$33.00/hr - \$5,280.00

Joe Dalton – Drivers Education – 100 hours @ \$33.00/hr - \$3,300.00

Kathleen McCann – Drivers Education – 160 hours @ \$33.00/hr - \$5,280.00

Katie Strande – Drivers Education – 181 hours @ \$33.00/hr - \$5,973.00

Zach Toben – Drivers Education – 181 hours @ \$33.00/hr - \$5,973.00

Kim Rohde – Drivers Education – 42 hours @ \$33.00/hr - \$1,386.00

Rachael Reihe – Drivers Education – 160 hours @ \$33.00/hr - \$5,280.00

K-2 Reading Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Amanda Miley

Erica Hurkes

Lori Fox

Ashley Moes

K-2 Reading Summer School Paraprofessional

Katie Talsma – 67.5 hours @ \$15.84/hr - \$1,069.20

Julia Rausch – 67.5 hours @ \$15.25/hr - \$1,029.38

Tanya Thompson – 67.5 hours @ \$17.43/hr - \$1,176.53

Tiffany Nicola – 67.5 hours @ \$23.36/hr - \$1,576.80

3-5 Reading Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Tanya Maag

Courtney Gaikowski

Justyne Burghardt

3-5 Reading Summer School Paraprofessional

Ashley Holloway – 67.5 hours @ \$15.84/hr - \$1,069.20

Julie Roe – 67.5 hours @ \$15.84/hr - \$1,069.20
Michille Braegelmann – 67.5 hours @ \$17.82/hr - \$1,202.85

2-5 Math Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Kristi Wietzema	McKenzie Bakken
Chelsea Griffith	Sherisse Chilson

2-5 Math Summer School Paraprofessional

Suzanne Byer – 67.5 hours @ \$18.56/hr - \$1,252.80
Ann Ries – 67.5 hours @ \$15.25/hr - \$1,029.38
Becky Catlette – 67.5 hours @ \$16.37/hr - \$1,104.98
Jamie Schlaht – 67.5 hours @ \$16.40/hr - \$1,107.00

K-12 EL Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Melissa Scholberg	Kristi Herting
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K-12 EL Summer School Paraprofessional

Jacquelyn Chavez – 67.5 hours @ \$15.25/hr - \$1,029.38
Donna Plucker – 67.5 hours @ \$15.68/hr - \$1,058.40

7-8 Math Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Wade Taylor	Sarah Kantrud
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7-8 Math Summer School Paraprofessional

Sarah Ofstehage – 67.5 hours @ \$15.84/hr – \$1,069.20

7-8 Reading Summer School

Sherri Remmers – 75 hours @ \$33.00/hr - \$2,475.00
Jessica Toepp – Paraprofessional – 67.5 hours @ \$15.00/hr - \$1,012.50

MS Summer School (75 hours @ \$33.00/hr - \$2,475.00)

Marcie Wallenmeyer	Katie Kruse	Callie Hanson
Jenah Hanson	William Castle	

MS Summer School Paraprofessional

Noelle Heuer – 67.5 hours @ \$15.94/hour - \$1,075.95

MS Art Curriculum Development

Larissa Johnson – 7 hours @ \$25.00/hr - \$175.00

K-6 Special Education (75 hours @ \$33.00/hr - \$2,475.00)

Margaret Meland	Cristina Brandsrud	Antonia Wiechmann
Renee Meland	Sarah Radtke	
Katelyn Howard	Mariah Graff	

K-6 Special Education

Francine Johnson – Supervisor – 30 hours @ \$33.00/hr - \$990.00
Sydney Crume – Paraprofessional – 67.5 hours @ \$15.62/hr - \$1,054.35

Early Childhood

Tiffany Nicola – B-3 Occupational Therapy – 75 hours @ \$33.00/hr - \$2,475.00
Marnie Hoftiezer – B-3 Occupational Therapy Evals – 75 hours @ \$33.00/hr - \$2,475.00

Holly Grimsrud – B-3 Sped Instructor/Evals – 75 hours @ \$33.00/hr - \$2,475.00
Kari Paulson – Early Childhood ESY – 75 hours @ \$33.00/hr - \$2,475.00
Kami Dilworth – Early Childhood ESY – 75 hours @ \$33.00/hr - \$2,475.00
Jenny Glines – K-6 Special Educations Paraprofessional – 67.5 hours @ \$15.94/hr - \$1,075.95
Jean Pike – Early Childhood Transportation – 67.5 hours @ \$30.33/hr - \$2,047.28
Kari Holden – Birth-3, Supervision, Services for ESY – 85 hours @ \$33.00/hr - \$2,805.00
Stacey Briggs – ESY Services – 55 hours @ \$33/hour – 55 hours @ \$33.00/hr - \$1,815.00

Structured Learning Center SPED (75 hours @ \$33.00/hr - \$2,475.00)

Makayla Epp	Kelsi Burfeindt
Kimberly Lloyd	Malory Hoffmann

Structured Learning Center SPED Paraprofessional

Shai Randall – 67.5 hours @ \$15.25/hr - \$1,029.38
Julie Kaska – 67.5 hours @ \$15.84/hr - \$1,069.20

IEP Training (7 hours @ \$25.00/hr - \$175.00)

Traci Bass	Kimberly Lloyd	Pat McClemans
Emily Borkhuis	Renee Meland	Nichole Smith
Amy Brandriet	Margaret Meland	Jennifer Somero
Cristina Brandsrud	Kari Paulson	Amanda Spaniol
Bailey Busskohl	Sarah Radtke	Penny Thyen
Autumn Culhane	Nichole Smith	Belynda Weber
Joanna Dallmann	Brooke Stark	Becky Zebroski
Kami Dilworth	Kelli Wenande	Matt Paulson
Makayla Epp	Kiara Borkhuis	Maria Jongbloed
Leah Giese	Jennifer Burns	Lachel Jung
Mariah Graff	Dawn Dahle	Kristin Dahl
Katelyn Howard	Callie Hanson	Kelli Wenande
Francine Johnson	Kelsey Kurkosky	Bobbi Jo Soupir
Amanda Larson	Denise Mayer	

New Teacher Academy (40 hours @ \$25.00/hr - \$1,000.00)

Audrey Downes	Evan Stahlke	Jake Denzer
Tesa Meier	Kelli Wenande	
Margaret Meland	Justyne Burghardt	

New Teacher Academy (21 hours @ \$25.00/hr - \$525.00)

Stacey Briggs	Kari Holden
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Online Course Delivery (\$250.00 Stipend)

Karen Olson	Brenda Teske
Kaylee St. Sauver	Keri Tisher

Online Course Delivery

Jennifer Brist – 5 Online Courses @ \$250 Stipend each - \$1,250.00
Shelly Osthus – 3 Online Courses @ \$250 Stipend each - \$750.00
Renee Meland – \$350.00 Stipend

Project Lead the Way

Kelli Brinka – PLTW CyberSecurity Training - \$1,500.00 Stipend
Holly Paulson – PLTW Launch Training - \$300.00 Stipend

SIOP Training (7 hours @ \$25.00/hr - \$175.00)

Jacqueline Blaha
Michelle Pieper
Kelli Wenande

Shelby Mack
Ryan Neale
Tanner Chilson

Cindy Wientjes

SIOP Training (14 hours @ \$25.00/hr - \$350.00)

Laura Asmussen
Kristin Dahl
Audrey Downes
Kim Gilmour
Tesa Meier
Margaret Meland
Kaylee St. Sauver
Chantell Schieber
Chelsea Griffith

Shauna Lane
Courtney Gaikowski
Deanna Hickel
Olivia Taschner
Jason Buechler
Kayla Prasek
Jenny Berg
Krista McCorkle
Kami Dilworth

Kimberly Lloyd
Jennifer Doescher
Brooke Stark
Kris Merriam
Justyne Burghardt
Jake Denzer
Evan Stahlke
Samantha Koehn
Sheila Schroeder

Social Studies Curriculum (21 hours @ \$25.00/hr - \$525.00)

Rosemary Bellum
Audrey Downes
Kyle Downey
Jayden Engels
Brandon Hooth
David Ingalls

Mikayla Kappenman
Kelly Kettwig
Erin McBurney
Jennifer McElroy
Charles Welch
Parker Young

Denise Allen
Anna Solum
Quinn Merriam
Heidi Stoick

Instructional Coaching/New Teacher Academy (40 hours @ \$33.00/hr - \$1,320.00)

Jennifer Brist
Kelsi Burfeindt

Shelly Osthus
Michelle Wells

Year 2 Mentoring Kick-off (7 hours @ \$25.00/hr - \$175.00)

Tanner Chilson
Michelle Goens
Callie Hanson
Rylie Hoftiezer
Mikayla Kappenman
Samantha Koehn

Karissa Lawrence
Hannah McElhany
Samantha Miller
Kayla Prasek
Vincent Ramos
Bailey Richter

Chantell Schieber
Parker Schmidt
Mackenzie Turbak
Diane Wientjes

Dueck Work (7 hours @ \$25.00/hr - \$175.00)

Melissa Bastian
Edann Gilk
Christine Hakeman
Bailey Johnson

Radeana Johnson
Krista McCorkle
Haley Nelson
Bailey Richter

William Castle
Dawn Dahle

Illustrative Math Training (7 hours @ \$25.00/hr - \$175.00)

Denise Allen
Kelsey Anderson
McKenzie Bakken
Edie Baldwin
Traci Bass
Emily Borkhuis
Kiara Borkhuis
Cristina Brandsrud
Sherisse Chilson

Christen Clausen
Dawn Dahle
Courtney Gaikowski
Edann Gilk
Mariah Graff
Chelsea Griffith
Connie Hanson
Kelsey Heller
Deanna Hickel

Kylie Jahn
Radeana Johnson
Darla Kannas
Sarah Kantrud
Wendy Kluver
Shauna Lane
Amanda Larson
Karissa Lawrence
Kris Merriam

Samantha Miller
Ashley Moes
Chandler Nelson
Sarah Radtke
Bailey Richter
Ashley Ross
Brittany Russell
Erica Hurkes
Parker Schmidt
Sheila Schroeder

Nichole Smith
Anna Solum
Amanda Spaniol
Brooke Stark
Angela Struckman
Erin Tammi
Abby Turbak
Sierra Vanderzee
Mallory VanWell
Meghan Vega

Jaron Waters
Cindy Wientjes
Diane Wientjes
Justyne Burghardt
Jake Denzer
Bailey Johnson
Margaret Meland
Kelli Wenande

Math Curriculum

Sheila Schroeder – 5 hours @ \$25.00/hr - \$125.00

Math Curriculum (40 hours @ \$25.00/hr - \$1,000.00)

Clay Busskohl
Brittany Carlson
Sherisse Chilson
Whitney Chilson
Susan Fairchild
Jessie Fjeldheim
Jennifer Flatten
Olivia Forman
Chelsea Griffith
William Gripentrog

Callie Hanson
Tawny Heiser
Kylie Jahn
Sarah Kantrud
Hannah McElhany
Chandler Nelson
Kelly O'Connor
Karen Olson
Brittany Russell
Jessica Stewwedel

Erin Tammi
Wade Taylor
Abby Turbak
Marcie Wallenmeyer
Kristi Wietzema
Becky Zebroski
Evan Stahlke
Sierra Vanderzee

Reveal Math Training (7 hours @ \$25.00/hr - \$175.00)

Clay Busskohl
Brittany Carlson
Whitney Chilson
Stephanie Cole
Susan Fairchild
Olivia Forman
William Gripentrog

Stephanie Hageman
Callie Hanson
Tawny Heiser
Hannah McElhany
Kelly O'Connor
Jennifer Somero
Wade Taylor

Penny Thyen
Marcie Wallenmeyer
Belynda Weber
Becky Zebroski
Evan Stahlke

Kari Lohr moved the approval of the contract recommendations/addendums as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24201

Heidi Clausen, Business Manager, presented for Board consideration the bid received for locker room furniture for Phase II of the Athletic Complex. Jean Moulton moved the approval of the bid received from Medco Supply Company, which is an approved vendor under BuyBoard, a national cooperative purchasing agency, in the amount of \$224,388.78, for the locker room furniture, as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24202

Heidi Clausen, Business Manager, presented for Board approval the dairy bid received from Prairie Farms. Jon Iverson moved the approval of the bid received from Prairie Farms for the supplying of dairy products for the 2024-25 school year. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24203

Heidi Clausen, Business Manager, presented for Board approval the bakery bid received from Bimbo Bakeries USA. Jean Moulton moved the approval of the bid received from Bimbo Bakeries USA for the supplying of bakery products for the 2024-25 school year. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24204

Heidi Clausen, Business Manager, presented the bid received from the vendor Performance Foods for the supplying of food distribution for the 2024-25 school year. Jon Iverson moved the approval of the food vendor as presented. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24205

Heidi Clausen, Business Manager, presented for Board approval the copy paper bid received from Contract Paper Group in the amount of \$28.35 per case for 8 ½" x 11" white copy paper, \$55.40 per case for 8 ½" x 11" colored copy paper, \$56.00 per case for 8 ½" x 14" copy paper, and \$44.80 per case for 11" x 17" copy paper. Jean Moulton moved the approval of the copy paper bid as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24206

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy JHCDD – Administration of Opioid Antagonists. Jean Moulton moved that Policy JHCDD – Administration of Opioid Antagonists be approved as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24207

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy JLCB – Immunization of Students. Kari Lohr moved that Policy JLCB – Immunization of Students be approved as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24208

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy JLCD – Administering Medication to Students. Jean Moulton moved that Policy JLCD – Administering Medication to Students be approved as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24209

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy JLCF – Program and Assignment of School Nurses. Jon Iverson moved that Policy JLCF – Program and Assignment of School Nurses be approved as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24210

Superintendent Dr. Jeff Danielsen presented for Board consideration the Watertown School District cast its vote for Mark Naugle from Custer for the West River At-Large Representative

for SDHSAA. Kari Lohr moved the approval of the vote as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24211

Superintendent Dr. Jeff Danielsen presented for Board consideration the Watertown School District cast its vote for Chuck Wilson from Todd County for the Native American At-Large Representative for SDHSAA. Jean Moulton moved the approval of the vote as presented. Jon Iverson seconded. Four votes yes. Motion carried.

ACTION 24212

Superintendent Dr. Jeff Danielsen presented and explained Amendment #1 as received from the South Dakota High School Activities Association. Jon Iverson moved that the Watertown School District cast a yes vote in relation to the proposed Amendment #1. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24213

Heidi Clausen, Business Manager, presented for Board approval the annual Budget Hearing be set for July 11, 2024 at 5:00 p.m. in the District Administration Office. Kari Lohr moved the approval of the Budget Hearing date and time as presented. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24214

Kari Lohr moved the approval of the open enrollment requests involving six (6) students as presented. Jon Iverson seconded. Four votes yes. Motion carried.

COMMUNICATIONS

Superintendent Dr. Jeff Danielsen presented the School Board with the Grapevine, an Enrollment Report, and a Nutrition Report. The Retirement open house is Wednesday, May 15th from 3:45 to 5:00 p.m. in the WHS Commons. High School graduation is on Sunday, May 26th at 2:00 p.m. It was noted that the regular July board meeting is scheduled for Thursday, July 11th with the budget hearing beginning at 5:00 p.m. followed by the regular meeting at 5:30 p.m.

WATERTOWN SCHOOL DISTRICT BULK FUEL QUOTES

April 24, 2024

<u>Company Name</u>	<u>No. 2 Diesel Price Per Gallon</u>	<u>Regular Fuel with Ethanol Price Per Gallon</u>
Sioux Valley Coop	\$3.07	\$3.126
Moe Oil Company	\$3.05	No Bid

Sioux Valley Coop provided the lowest price per gallon at \$3.126 for Regular Fuel with Ethanol and Moe Oil Company provided the lowest price per gallon at \$3.05 for No. 2 Diesel.

May 1, 2024

<u>Company Name</u>	<u>No. 2 Dyed Diesel Price Per Gallon</u>
Sioux Valley Coop	\$2.94
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price at \$2.94 per gallon for No. 2 Dyed Diesel Fuel.

May 13, 2024

<u>Company Name</u>	<u>No. 2 Diesel Price Per Gallon</u>	<u>Regular Fuel with Ethanol Price Per Gallon</u>
Sioux Valley Coop	\$2.89	\$2.94
Moe Oil Company	\$2.92	No Bid

Sioux Valley Coop provided the lowest price per gallon at \$2.89 for No. 2 Diesel and \$2.94 for Regular Fuel with Ethanol.

ADJOURNMENT

Jean Moulton moved that the Watertown School Board adjourn its regular meeting at 6:33 p.m. Jon Iverson seconded. Four votes yes. Motion carried.

By: Heidi Clausen, Business Manager

Board Chairman

Business Manager

WATERTOWN SCHOOL DISTRICT 14-4
NOTES – FINANCIAL REPORT
May 31, 2024

GENERAL FUND

Revenue significantly exceeded the expenditures during the month as typical for May due to the receipt of the first major portion of the 2023 taxes payable in 2024. Federal revenue in the amount of \$503,613 was received and is related to Title funding and ESSER supports. The ending fund balance of \$10.3M is above that of the previous year.

CAPITAL OUTLAY

The revenue consists of the typical May property taxes. This revenue significantly exceeded the expenditures during the month. Expenditures included a \$600,000.00 budgeted transfer out to the General Fund. The fund balance is above that of the previous year and will be used to support the payments related to Phase II of the Athletic Complex project.

SPECIAL EDUCATION

The revenue consists of a major portion of local taxes and State Aid. Federal revenue in the amount of \$383,161 was received and is related to IDEA Part B. The cash balance of \$2.9M in this fund is maintained over the prior year.

LAKE AREA TECH

Received several different revenue sources related to the operation of the summer semester. State revenue sources was received in the amount of \$2,860,055 and is related to Fourth Quarter State Aid, AEL reimbursements, and CTSO Center Grant fund operations. The revenue exceeded the expenditures for the month of May and the \$10.3M cash balance is above that of the previous year due to fluctuations in construction in progress.

FINANCIAL AID

Received Federal allocations to accommodate the Financial Aid activity of students attending LATC.

EMPLOYEE BENEFIT TRUST

The income related to premiums was exceeded by the claims and administrative costs during the month which were significant, noted at \$936,090 for the month of May. High-cost claims are currently working through the system and in upcoming months reinsurance reimbursements will reflect as a revenue source to assist in offsetting the high costs. The fund ending the month at a \$3.5M cash balance.

K-12 NUTRITION

Revenue and expenditures in this fund were moderate for the month with expenditures slightly exceeding revenue. The ending cash balance of \$273,536 is below the previous year and expenditures that previously were shifted to the nutrition fund will be moved back to their original operation in order to better align the fund with the revenue source. Lunch and breakfast prices will be adjusted to the program and established at the July organizational meeting.

ARENA CONCESSION

Sales have slowed down in this fund with the end of events. The enterprise operation ended the fiscal year just above that of the previous year, noted at \$34,137.

LATC BOOK STORE

Sales and expenditures were very moderate during the month as typical. This fund's ending cash position of \$810,832 is below that of the previous year with varying inventory levels.

LATC FOOD SERVICE

The expenditures exceeded the revenue during the month as typical for May with sales slowing for the summer months.

LATC EDUCARE

The revenue exceeded expenditures for the month in which indicates the program is running at a successful student to staff ratio. This fund's ending cash position is significantly improved when compared to the prior two years.

DRIVERS EDUCATION

Tuition for the summer program has begun collection and accounts for the increased cash balance over the previous year. Program costs will take place in June.

PRE-SCHOOL SERVICES

Limited activity.

CUSTODIAL FUNDS

Routine.

WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION	LAKE AREA TECH	FINANCIAL AID
BEGINNING BALANCE:	\$5,552,924.28	\$6,956,851.76	\$1,002,599.72	\$10,206,901.10	\$89,303.49
RECEIPTS:					
TAXES	\$4,955,980.84	\$3,102,006.63	\$2,095,679.33		
TUITION				\$371,923.31	
COUNTY REVENUE	\$43,077.53				
STATE AID	\$1,045,681.00		\$198,383.00	\$2,860,055.00	
OTHER STATE REV.	\$51,912.63			\$131,966.55	
FEDERAL REVENUE	\$503,613.00		\$383,161.00		\$757,795.50
SALES				\$79,236.80	
INTEREST	\$18,563.60			\$34,121.98	\$0.12
OTHER REVENUE	\$121,226.00		\$10,401.91	\$334,877.46	\$151,807.63
SALES TAX				\$5,726.80	
CONTRIBUTIONS					
TRANSFER IN	\$600,000.00				
TOTAL INCOME					
	\$7,340,054.60	\$3,102,006.63	\$2,687,625.24	\$3,817,907.90	\$909,603.25
DISBURSEMENTS:					
EXPENDITURES	\$272,113.49	\$329,371.75	\$90,569.09	\$2,101,860.04	\$995,428.45
PAYROLL	\$2,297,618.91		\$670,288.53	\$1,605,407.68	
RECLASSIFY EXPENSE					
TRANSFER OUT		\$600,000.00			
VOIDED CHECK					(\$15,397.00)
TOTAL DISBURSEMENT					
	\$2,569,732.40	\$929,371.75	\$760,857.62	\$3,707,267.72	\$980,031.45
BALANCE:					
5/31/2024	\$10,323,246.48	\$9,129,486.64	\$2,929,367.34	\$10,317,541.28	\$18,875.29
5/31/2023	\$10,120,082.84	\$8,064,177.41	\$1,891,371.28	\$8,630,139.16	\$91,215.72
5/31/2022	\$10,769,322.48	\$10,670,150.97	\$1,565,109.62	\$11,067,509.21	\$59,286.02

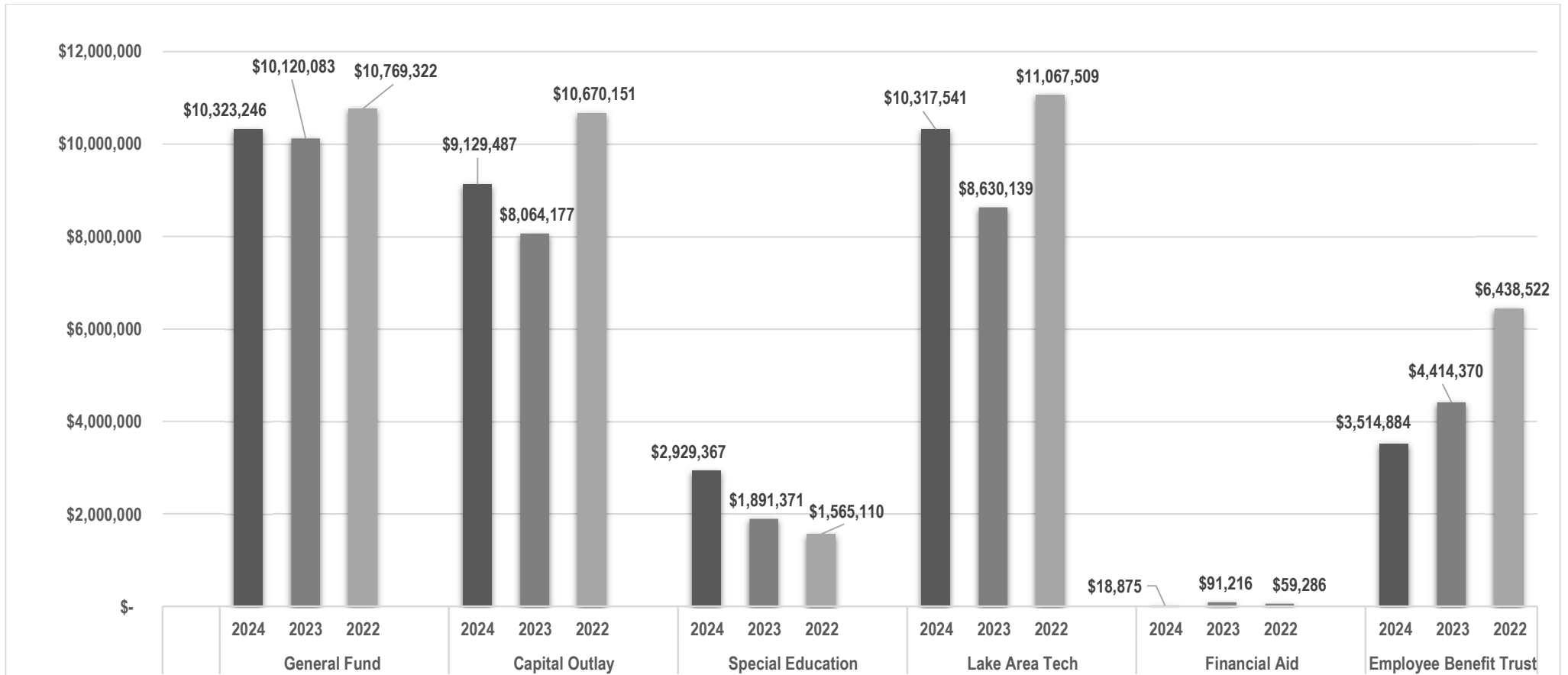
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

	EMPLOYEE BENEFIT TRUST	K-12 NUTRITION	ARENA CONCESSION	LATC BOOK STORE	LATC FOOD SERVICE	LATC EDUCARE	
BEGINNING BALANCE:	\$3,804,402.51	\$374,226.67	\$34,984.99	\$777,325.10	\$356,615.98	\$337,141.92	
RECEIPTS:							
TAXES							
TUITION							
COUNTY APPOR.							
STATE AID							
OTHER STATE REV.							
FEDERAL REVENUE		\$103,714.58				\$3,036.09	
SALES		\$65,383.55	\$430.90	\$82,161.29	\$37,715.16	\$50,388.16	
INTEREST	\$7,521.82						
OTHER REVENUE	\$639,050.67	\$21,302.98		\$18,532.52			
SALES TAX				\$4,825.13	\$1,499.13		
TRANSFER IN							
TOTAL INCOME	\$646,572.49	\$190,401.11	\$430.90	\$105,518.94	\$39,214.29	\$53,424.25	
DISBURSEMENTS:							
EXPENDITURES	\$936,090.67	\$158,196.63		\$52,956.60	\$43,513.03	\$5,199.18	
PAYROLL		\$132,894.30	\$1,278.56	\$19,054.87	\$31,623.79	\$36,491.17	
RECLASSIFY EXPENSE							
TRANSFER OUT							
VOID CHECK							
TOTAL DISBURSEMENT	\$936,090.67	\$291,090.93	\$1,278.56	\$72,011.47	\$75,136.82	\$41,690.35	
BALANCE:	5/31/2024	\$3,514,884.33	\$273,536.85	\$34,137.33	\$810,832.57	\$320,693.45	\$348,875.82
	5/31/2023	\$4,414,369.85	\$682,681.25	\$33,446.67	\$922,912.17	\$319,228.86	\$282,161.08
	5/31/2022	\$6,438,521.87	\$1,046,511.92	\$41,152.12	\$837,360.80	\$256,111.64	\$311,246.83

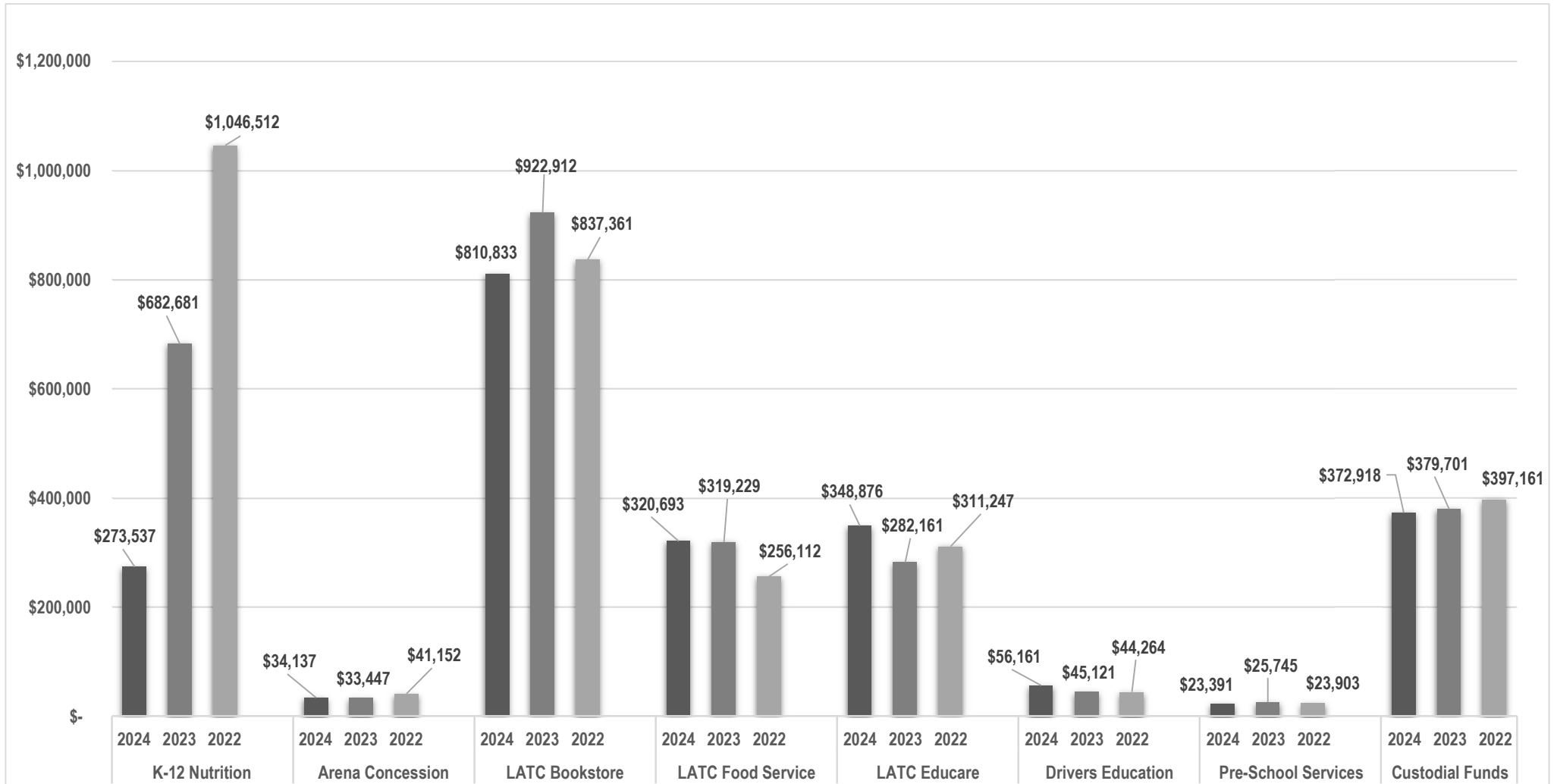
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

	DRIVERS EDUCATION	PRE-SCHOOL SERVICES	CUSTODIAL FUNDS	
BEGINNING BALANCE:	\$40,802.79	\$23,390.59	\$329,562.39	
RECEIPTS:				
TAXES				
TUITION	\$15,357.75			
COUNTY APPOR.				
STATE AID				
OTHER STATE REV.				
FEDERAL REVENUE				
SALES				
INTEREST				
OTHER REVENUE			\$88,950.60	
TRANSFER IN				
TOTAL INCOME	\$15,357.75	\$0.00	\$88,950.60	
DISBURSEMENTS:				
EXPENDITURES			\$45,595.20	
PAYROLL				
RECLASSIFY EXPENSE				
TRANSFER OUT				
VOID CHECK				
TOTAL DISBURSEMENT	\$0.00	\$0.00	\$45,595.20	
BALANCE:	5/31/2024	\$56,160.54	\$23,390.59	\$372,917.79
	5/31/2023	\$45,120.52	\$25,745.41	\$379,701.38
	5/31/2022	\$44,263.59	\$23,903.37	\$397,161.30

May 2024 Treasurer's Report



May 2024 Treasurer's Report



Fund: 10 GENERAL FUND

BARRIOS, DEREK	REIMB MEALS LODGING	766.24
CLAUSEN, HEIDI	REIMB MEALS	94.00
DIAZ, KIM	REIMB MLGE	59.11
EBERHART, DANA	REIMB MLGE	112.00
FLORENCE HIGH SCHOOL OI	MS OI MEET FEE	52.00
HARRISBURG HIGH SCHOOL	HMS OI REG FEE	32.00
HOLIDAY INN - RUSHMORE SOUTH	LODGING - ST MARTINS	1,706.64
I LOVE U GUYS FOUNDATION, THE	EVENT REG	350.00
JOHNSON, KIMBERLY	REIMB MLGE	95.88
MEHLBERG, MICHELLE	REIMB MLGE	214.20
MOLENGRAAF, ALEX	REIMB MLGE	124.85
PAULSON, KARI	REIMB MLGE	46.82
SASD	CONF REG - D BARRIOS	200.00
SCHELL, ANN	REIMB MLGE	219.35
SIP, LEAH	REIMB MLGE	51.10
STYDEL, MICHAEL	REIMB MLGE	51.87

Fund 10 Total: 4,176.06

Fund: 22 SPECIAL EDUCATION

GIESE, LEAH	REIMB MLGE	422.69
LARSON, ALYSSA	REIMB MGE	197.37
PAULSON, KARI	REIMB MLGE	25.25

Fund 22 Total: 645.31

Fund: 23 LATC POST SECONDARY EDUCATION

ABEL, JACKIE	REIMB MEALS	140.00
ALLEN, ANGELA	REIMB MTS MLG LODGING MEALS	329.84
ARROWWOOD RESORT & CONFERENCE CENTER AT CEDAR SHORE	MTS LODGING/EQUIP-ROOM-FOOD RENT	1,052.18
BOLTON, BENJAMIN	REIMB MLGE	94.86
CLOUTIER, MARC	REIMB LODGING MEALS	229.68
DILLON, HANNAH	REIMB AIR FARE - SKILLS	538.18
FISCHER, BRADLEY	REIMB MTS LODGING MEALS	855.74
GIERE, STUART	REIMB MTS LODGING MEALS	912.26
GREEN, DARCY	REIMB MLGE	45.90
HENNINGSGUARD, STEVE	REIMB MINE TRIP LODGING MEALS	3,031.55
HENRICHS, BRIAN	REIMB LODGING MEALS	383.65
HILBERT, JORDAN	REIMB MEALS	186.00
HOLDEN, ALLYSON	REIMB MEALS	74.00
HOLIDAY INN EXPRESS	LODGING - RHONDA STANGL	218.00
HOLIDAY INN	LODGING - D SHELTON	275.29
HOWARD, JEN	REIMB MEALS TRANPS	367.79
JORDANGER, CARRIE	REIMB LODGING MEALS	350.02
KAKACEK, MICHELLE	REIMB MTS MLG LODGING MEALS	1,224.33
MENKE, PETE	REIMB MTS MLGE	1,470.55
MOES, JEFF	REIMB MEALS	110.00
MUSHITZ, COREY	REIMB MEALS LODGING	163.91
NORTON, BRENDA	REIMB MLG LODGING MEALS	636.67
PAULSON, KATIE	REIMB MLGE	656.37
RECTOR, KAREN	REIMB MEALS	140.00

RUMPZA, DARIN	REIMB LODGING MEALS	214.00
SCHMITZ, MEGAN	REIMB MLGE	435.54
SD SKILLSUSA	NLSC REG LODGING - H.D.	1,640.00
SDNA	SYMPOSIUM REG	100.00
SEVERSON, JENNIFER	REIMB MTS MLGE MEALS	156.25
SHELTON, DARREN	REIMB MEALS	74.00
SILVA, ALEXANDRIA	REIMB LODGING MEALS	435.56
STAHL, CHAD	REIMB MLG LODGING MEALS	500.28
STEFFENSEN, CARLA	REIMB MLGE	137.70
STINTON, ALEXIS	REIMB MLG LODGING	165.36
SUDENGA, MATTHEW	REIMB MEALS LODGING	163.91
TRAVERSIE, STEPHANIE	REIMB MEALS FUEL	184.00
WILSON, LUKE	REIMB MEALS	54.00
WISHARD, JANELLE	REIMB MEALS	164.25
YACKLEY-FRANKEN, NICKI	REIMB MEALS	186.00

Fund 23 Total: 18,097.62

Fund: 51 FOOD SERVICE FUND

BACH, CAITLIN	REIMB MLGE MEALS	273.65
SNASD	CONF REG	940.00

Fund 51 Total: 1,213.65

TOTAL		24,132.64
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Fund: 10 GENERAL FUND

BAKKEN, MCKENZIE	REIMB SUP	81.22
BUCK, DARRYL	SB WORK	337.08
CASTLE, WILLIAM	FIRST AID REIMB	35.00
COLE, STEPHANIE	REIMB SUP	134.23
DCI-DIVISION OF CRIMINAL INVES	BACKGROUND CKS	173.00
DEPT OF PUBLIC SAFETY	TITLE/PLATES SUB #5530	26.70
EGGERS, THOMAS	SB WORK	167.08
FEININGER, CASEY	FIRST AID REIMB	35.00
FREDRICKSON, DEBRA	REIMB SUP	270.52
HOLTER, BRIAN	SF WORK	342.08
JENSEN, SHARESE	REIMB SUP- ED RISING	138.68
KLINE, RICK	SB WORK	343.08
KOEHN, SAM	REIMB FIRST AID/FUNDAMENTALS OF COACHING	70.00
LUECKE, PAM	REIMB SUP	115.87
MAGSTADT, ROBYN	SERVICES	400.00
MAHOWALD, MARK	REIMB FIRST AID/FUNDAMENTALS OF COACHING	70.00
NEALE, COREY	REIMB RANGE BALLS	72.55
NOLZ, BETH	SB WORK	237.12
REISDORFER, JASON	SB WORK	237.12
ROSS, ASHLEY	REIMB SUP	38.23
SISK, ROBERT	SF WORK	237.12
SMIDT, RON	SB WORK	259.56
SPURGIN, DINAH	REIMB LODGING - CONF	559.82
STRUCKMAN, ANGELA	REIMB SUP	49.41
TEA AREA SCHOOLS	TRACK ENTRY FEE	150.00
VB ADRENALINE	SUMMER SLAM TOURN - 2024	325.00
VONEYE, CANDICE	REIMB MUSICAL SUP	869.10
WARNE, KEVIN	SB WORK	292.12
YOUNG, TRAVIS	SB WORK	260.00
	Fund 10 Total:	6,326.69

Fund: 22 SPECIAL EDUCATION

JONGBLOED, MARIA	REIMB SUP/MEALS FOR EPPS	106.46
TESKE, BRENDA	REIMB SUP	69.99
	Fund 22 Total:	176.45

Fund: 23 LATC POST SECONDARY EDUCATION

ALLEN, ANGELA	REIMB MTS PHONE	155.36
FISCHER, BRADLEY	REIMB FUEL EXP	382.45
GIERE, STUART	REIMB MTS PHONE/SUP	110.11
KAKACEK, MICHELLE	REIMB MTS CELL/PRNTG EXP	170.05
MENKE, PETE	REIMB MTS FLIGHTS - TWELP TRNG	616.20
	Fund 23 Total:	1,434.17

Fund: 51 FOOD SERVICE FUND

ANDERSON, NICHOLE	REFUND CHEZNIE LUNCH	93.35
OLSON, BARBARA	REIMB SUP	52.78
	Fund 51 Total:	146.13

Fund: 53 CONCESSION FUND

BACH, CAITLIN	REIMB SUP	15.96
	Fund 53 Total:	15.96

TOTAL:		8,099.40
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Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2024 - 05/2024

Excluding Zeros; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity;
Active Chart of Account Number True; Fund Number 71

Fund: 71 CUSTODIAL FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
71 704 805	FUND BALANCE/ATHLETIC CLEARING	20,112.45	1,408.88	3,509.29	0.00	22,212.86
71 704 809	FUND BALANCE/BISCO	26,025.00	2,145.66	0.00	0.00	23,879.34
71 704 820	FUND BALANCE/MS SCHOOL STORE	5,642.73	2,104.31	1,348.00	0.00	4,886.42
71 704 822	FUND BALANCE/CLASS PROM	6,939.19	379.10	0.00	0.00	6,560.09
71 704 824	FUND BALANCE/CLEARING ACCT	0.00	345.00	345.00	0.00	0.00
71 704 825	FUND BALANCE/DEBIT CARD	43,765.78	142.91	(564.81)	0.00	43,058.06
71 704 831	FUND BALANCE/DD MILLER/KARING KAPERS	8,202.39	0.00	0.00	0.00	8,202.39
71 704 837	FUND BALANCE/D.IMAGINATION	9,314.45	7,000.00	3,510.50	0.00	5,824.95
71 704 844	FUND BALANCE/INTERMEDIATE SCHOOL	7,531.19	307.38	0.00	0.00	7,223.81
71 704 850	FUND BALANCE/JEFFERSON SCHOOL	1,871.94	1,268.54	706.81	0.00	1,310.21
71 704 851	FUND BALANCE/KEY CLUB	4,397.64	0.00	1,145.00	0.00	5,542.64
71 704 854	FUND BALANCE/LATC FEE FUND	33,164.14	3,503.38	7,208.44	0.00	36,869.20
71 704 856	FUND BALANCE/LINCOLN SCHOOL	3,919.39	142.59	73.52	0.00	3,850.32
71 704 860	FUND BALANCE/MCKINLEY SCHOOL	1,881.66	370.32	219.05	0.00	1,730.39
71 704 862	FUND BALANCE/MELLETTE SCHOOL	1,141.60	330.19	240.00	0.00	1,051.41
71 704 865	FUND BALANCE/MID SCHL STAFF	2,988.45	71.40	0.00	0.00	2,917.05
71 704 867	FUND BALANCE/MID SCHOOL GENL	4,445.45	148.31	1,294.80	0.00	5,591.94
71 704 869	FUND BALANCE/NATIVE AMERICAN CLUB	2,022.99	500.00	0.00	0.00	1,522.99
71 704 870	FUND BALANCE/NATIONAL FORENSIC	26,666.48	0.00	2,504.00	0.00	29,170.48
71 704 871	FUND BALANCE/NATL HONOR SOC	1,372.74	303.99	0.00	0.00	1,068.75
71 704 872	FUND BALANCE/NEEDY STUDENT	31,807.60	367.79	2,393.46	0.00	33,833.27
71 704 875	FUND BALANCE/FAC FEE CLEARING	0.00	0.00	0.00	0.00	0.00
71 704 876	FUND BALANCE/ROOSEVELT SCHOOL	1,620.86	1,403.11	528.48	0.00	746.23
71 704 877	FUND BALANCE/ROBOTICS	9,069.92	0.00	0.00	0.00	9,069.92
71 704 881	FUND BALANCE/SR HIGH STAFF	3,265.76	424.26	278.75	0.00	3,120.25
71 704 882	FUND BALANCE/SR HIGH GENERAL	7,928.51	2,059.80	105.00	0.00	5,973.71
71 704 883	FUND BALANCE/SR HIGH ORCHESTRA	2,611.47	0.00	0.00	0.00	2,611.47
71 704 884	FUND BALANCE/SR HIGH V MUSIC	3,346.52	1,068.00	2,850.31	0.00	5,128.83
71 704 886	FUND BALANCE/STATE TOURNEY	5,583.89	0.00	0.00	0.00	5,583.89
71 704 887	FUND BALANCE/STUDENT COUNCIL	11,064.72	1,300.00	643.00	0.00	10,407.72
71 704 891	FUND BALANCE/TUCKS	9,772.75	0.00	0.00	0.00	9,772.75
71 704 900	FUND BALANCE/SKILLSUSA	5,445.76	13,355.52	23,372.00	0.00	15,462.24
71 704 902	FUND BALANCE/FBLA	9,037.48	5,144.76	9,280.00	0.00	13,172.72
71 704 912	FUND BALANCE/ARROW ED FOUND	17,601.49	0.00	27,960.00	0.00	45,561.49
Fund Total: 71		329,562.39	45,595.20	88,950.60	0.00	372,917.79

**WATERTOWN SCHOOL DISTRICT
PERSONNEL REPORT - LATC
June 2024**

RESIGNATIONS

Costner Ching – Precision Ag Instructor
Brady Brockel – Energy Instructor
Patrick DeVille – Auto Body and Paint Technology Instructor

CONTRACT RECOMMENDATIONS/ ADDENDUM

Jennifer Davis – Photo Media – Business Instructor – prorated to \$61,244.20
Ryan Fischer – Law Enforcement Instructor - \$71,217.00
Mark Cloutier – Industry Partner Retention Pay - \$20,000.00
Darin Rumpza – Industry Partner Retention Pay - \$12,000.00
Chad Amundson – Building Trades Instructor - \$66,953.00

Adjunct Instructor

Jackie Lage – Cosmetology Lab Aide – 30 hours max @ \$20.44/hour - \$613.20
Ashley Wendler – PN107 Clinical Adjunct, Aberdeen – 46 hours max @ \$40/hour - \$1,840.00
Ashley Wendler – PN110 Clinical Adjunct, Aberdeen – 24 hours @ \$40/hour - \$960.00
Mary Westphalen – Surgical Tech Accreditation/Consulting – 100 hours max @ \$30.66/hour - \$30,660.00
Phillip Thoms – Remove 727 Air Cycle Machine – 20 hours max @ \$14/hour - \$280.00
Wyatt Zachrison – AVM Instructor Flight Instruction – \$43.50/hour, up to 40 hours
Wyatt Zachrison – PLT Student Flight Instruction \$43.50/hour, as needed hours & PLT Student Ground Instruction \$24.40/hour, as needed hours

Part-Time/Temporary

Ellen Ffrench – Childcare Worker I - \$14/hour, up to 30 hours/week
Presley Knecht – Childcare Worker I - \$15.90/hour, up to 20 hours/week
Abigail Mungunkhet – Childcare Worker I - \$14/hour, up to 30 hours/week
Grace Corey – Student Helper, Custodian – \$14/hour, up to 30 hours/week

REQUEST FOR STIPEND

Nathan Albertson – 6 credits @ \$108/credit
Sherray Hurlbert – 6 credits @ \$108/credit
Jolyn Sackmann – 9 credits @ \$108/credit
Vanessa Snell – 8 credits @ \$108/credit
Alexis Stinton – 6 credits @ \$108/credit

AUTHORITY TO HIRE

Dental Instructor



MEMO

TO: Dr. Jeff Danielsen, Superintendent, Watertown School District
FROM: Tiffany Sanderson, President
DATE: June 5, 2024
RE: Authority to Hire – Dental Instructor

Lake Area Technical College's long-standing Dental program is growing and an additional instructor is needed beyond what was budgeted for in the proposed FY25 budget, starting in the 2024-25 school year. This will ensure required student to faculty ratios are met for the accreditation standards set by the Commission on Dental Accreditation (CODA) and all students receive timely instruction and feedback.

In 2024-25, the instructor will be needed in the Dental Assisting program. With the proposed addition of a Dental Hygiene program, the new instructor will become familiar with the existing program and have the ability to instruct in both the Dental Assisting and Dental Hygiene programs in the future, as needed.

CODA Standard 3-8 for Dental Assisting states:

"The number of faculty positions must be sufficient to implement the program's goals and objectives. The faculty/student ratio during clinical and radiography (clinical and laboratory) sessions must not exceed one instructor to six students. During laboratory and preclinical instruction in dental materials and chairside assisting procedures, the faculty/student ratio must not exceed one instructor for each twelve students."

The projected enrollment for LATC Dental Assisting in Fall 2024 will exceed the recent high enrollment in 2014. There are currently 42 Dental Assisting students enrolled in the 1-year diploma program (the program cap is 48). In addition, seven students are planning to return to finish their Dental Assisting AAS degrees and seven students are completing their Dental Assisting Online AAS program requirements.



That puts the total at 56 expected students in the program for 2024-25, with two months left for potential students to enroll before the school year begins.

With the school board's approval, the position will be a 190-day instructor position in the Dental program. The salary would range from \$55,100 - \$82,651, depending on the candidate's experience, certifications, and/or licensure. In order to have the flexibility to instruct in either the Dental Assisting or Dental Hygiene programs, candidates must possess a baccalaureate or higher degree and be graduates of a program accredited by the Commission on Dental Accreditation.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract. "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1 and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned and accepted by TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1.

1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charges(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which we hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced, as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (b) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including applicable EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and the permits from, appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-781-7474 at least 2 full business days in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. You may not transfer, sublease or assign any item or this Contract without the prior written consent of TTE. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, OR TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.**

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT, OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE, NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF TO AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR, AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF ITS AGENTS, CONTRACTORS, EMPLOYEES, AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.

(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence; and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13 (13) If and only if, you have purchased the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding \$5,000 in the aggregate (for all covered items). You may decline Damage Waiver if you provide the deposit specified on Page 1. **DAMAGE WAIVER IS NOT INSURANCE. NOR IS IT A WARRANTY.**

(14) If you or your guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used, TTE may, without notice or liability to you inspect any Rented Item(s) at any time, if any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control). TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are **UNCONDITIONAL**.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); provided that you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such items solely for business purposes, and not for any personal, family or household use. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS." All such sales will be subject to the terms of this Contract, *mutatis mutandis* (modified as appropriate). All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision herein is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiam*. Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE



JOHN DEERE

RENTAL AGREEMENT

Rental #

10435749

Original

Name	LESSEE LAKE AREA TECHNICAL COLLEGE	DATE	May 23, 2024	RENTAL TERM	BEGINS	May 24, 2024	ENDS	Mar 24, 2025
Street or RFD	1201 ARROW AVE NE, PO BOX 730	Purchaser Acct No	8506218	Customer P.O. NO.	ACCOUNT NO.	087837	Government Bid No.	
City, ST Zip Code	WATERTOWN, SD 57201	LESSOR NAME AND ADDRESS KIBBLE EQUIPMENT						
Telephone Number	605-882-5284	1313 5th Street SE						
Contact	Watertown, SD 57201							

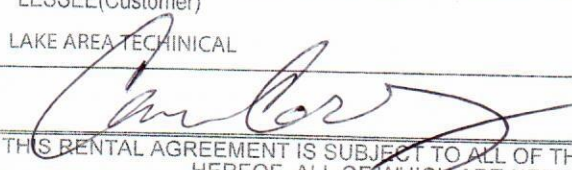
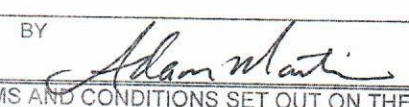
Percentage of Rental Payments Applied to		= Estimated Rental Charge (Rental Rate x Estimated Rental Period)	\$ 0.00
Purchase Option: 0.00 %		+ Itemized Fees	\$ 0.00
Security Deposit: \$ 0.00		+ Taxes	\$ 0.00
Maximum Hours No More Than: Per Day		+ Service Charge	\$ 0.00
Maximum Hours No More Than: Per Week		+ Additional Charges	\$ 0.00
Maximum Hours No More Than: Per Month		= Additional Charges Subtotal	\$ 0.00
		Total Rental Charge	\$ 0.00

Notes

Rental term is 10 months. Lessee is responsible for any damages while in their possession.

EQUIPMENT WILL BE USED AT: (Name)		(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.	
Lake Area Technical Co		1201 Arrow Ave NE			
(City)	State/Province	(ZIP Code)	County	(Phone Number)	
Watertown	SD	57201	CODINGTON		

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
08654070	1	5075M EXPORT TRACTOR	JOHN DEERE 5075M Utility Tractor (1PY5075MJB001007) Stock # 667446 Rental Rate Per Month 0.00 Est. Rental Period 0.00			\$ 90,901 00	0.00
Primary Insurance Name and Address						\$ 90,901 00	TOTAL PRESENT VALUE
Additional Insured Name and Address							
Insurance Loss Payee Name and Address KIBBLE EQUIPMENT 1313 5th Street SE Watertown, SD US							
PURCHASER TYPE		MARKET USE					
1 Commercial		90 Dir Owned Rental Fleet					

LESSEE(Customer) LAKE AREA TECHNICAL	LESSOR(Dealer) MARTIN, ADAM
	BY 
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	

Customer's Initials



Date 5/24/24

RENTAL AGREEMENT

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$___ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a tone and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

RENTAL AGREEMENT

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that **Lessee is in default (An "Event of Default")**.

RENTAL AGREEMENT

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General: Time is of the essence of this Rental Agreement. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL. Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

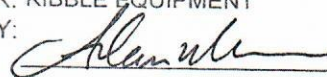
ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

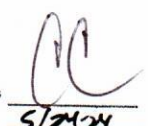
"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE:
DEALER: KIBBLE EQUIPMENT
SIGNED BY:



Customer's Initials

Date


5/24/24

Date: 5/23/2024

Sold to: **Lake Area Technical College**
1201 Arrow Ave NE
Watertown, SD 57201

Ship to: **Lake Area Technical College**
1201 Arrow Ave NE
Watertown, SD 57201

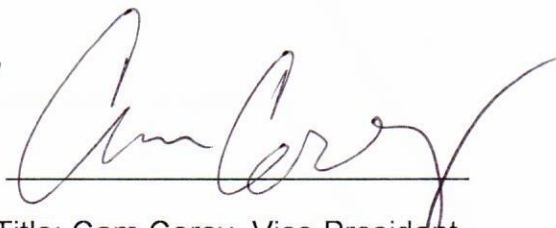
Vendor: John Deere Company
2000 John Deere Run
Cary, NC 27513

RE: Equipment Rental from Contract number
>>>> 10435749 >>>

The **Lake Area Technical College** would like to rent 1 John Deere 5075M on the contract listed above. The total cost of the equipment is **\$90,901.00**. We would like **Kibble Equipment** in Watertown, SD to be the delivering dealer.

Thank you,

Signed by:



Customer Title: Cam Corey, Vice President





SIOUX FALLS
901 E 60th St N
Sioux Falls, SD 57104
(605) 336-2000

RAPID CITY
1810 Deadwood Ave
Rapid City, SD 57702
(605) 342-5694

ABERDEEN
38490 Hwy 12
Aberdeen, SD 57401
(605) 229-0237

RENTAL CONTRACT

Customer #

Contract #

Date:

05/31/24

SALES

RENTAL

SERVICE

PARTS

LESSEE

DESTINATION ("Site")

me: Lake Area Technical College

Phone: (605) 882-5284

Job: Construction Class

dress: 230 11th St NE

City/County: Codington

y / State / Zip Watertown SD 57201

State: South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):

BASIC TERMS

RENT PER ITEM / MAXIMUM HOURS**

Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):

Scheduled Rental Term

Equipment Value *** (for buyout or insurance)

Daily

Weekly

4-Wk

Exces Rate p Hour

Begin

End

8 HR

40 HR

160 HR

ID1263 2024 L60H S/N 624122
with 2.6 yard Bucket SD2530

5/31/24

6/30/24

\$215,000

\$1,000.00

o Tax

ustomer is Responsible For Any Damage

lease Return Full Of Fuel & Def For No Extra Charge

ESTIMATED RENTAL

FREIGHT

CLEANUP, FUEL & BROOM CHARGES

SALES TAX % IF APPLICABLE:

ESTIMATED TOTAL

\$0.00

CUSTOMER or THIRD PARTY PICKUP

Transource DELIVERY/PICKUP at \$2.75 per one way mile

Total Miles

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY; LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD; BROOM WEAR WILL BE CHARGED AT \$150.00 PER INCH

Hours Out Hours In
Damage Waiver Bought Waiver Declined

Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforced unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (including the Reverse Side Page 2, and all separate Instructions and Addenda), has received complete and legible copies of each, and he/she/it PERSONALLY GUARANTEES the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under in connection with each of the same.

LESSEE (Signature):

Authorized Representative

Date

Name (Printed):

Cam Corey Vice President

OPTION TO PURCHASE: ☐ Initials of TTE if an Option to Purchase has been granted.***

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, and the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract" set forth on the reverse side or Page 2 hereof (including without limitation, Section 16), Lessee shall have the option to purchase such Rented Item(s) for the "Agreed Value" set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, and not for personal, family or household use.

Lessee's Insurance Provider Required:

Company
Agent
Phone
Address

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE, then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration/termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1"

refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 6); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned and accepted

by TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for

returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1

prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by TTE on Page 1

1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to

the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of

any other parties, including providers of other equipment or services ("Other Providers") for which

we hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance

of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE

on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained.

If applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each

Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii)

is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, understood

the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ABSE, and/or

ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (including applicable EPA, OSHA and/or regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use

each Item for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and the

appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or

disturb the ground surface (call 811 or 800-781-7474 at least 2 full business days in advance); (viii) will immediately cease using any Item that breaks down, in

malfunctions, or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision

of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all

incidental and consequential damages). (7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the

taking or existence of any lien, claim or encumbrance on any such Item. You may not transfer, sublease or assign

any or this Contract without the prior written consent of TTE. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to assign to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING,

TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY

FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED,

AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS," EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW. TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE. (12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise

agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) hired Auto Physical Damage (up to Actual Cash Value), and hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence,

and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss

of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and

(B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s).

If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13

(13) If and only if, you have purchased the OPTIONAL DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item

in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding \$5,000 in the aggregate (for all covered items).

You may decline Damage Waiver if you provide the deposit specified on Page 1. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or

destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i)

terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used, TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies.

All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information

and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract; and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any item(s), the percentage of the Rent paid hereunder for the subject item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such item(s); provided that you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such items solely for business purposes, and not for any personal, family or household use. Any item(s) sold to you ("Sale Item(s)"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS." All such sales will be subject to the terms of this Contract, mutatis mutandis (modified as appropriate). All item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Priusum tabulae scribere abs ulla.* Time is of the essence. There are no third-party beneficiaries hereto. These Terms and Conditions will be deemed to apply not only to all item(s) identified on Page 1, but also to all other items you obtain from TTE (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving

any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.

Refer to South Dakota Codified Laws, § 22-30A-8, et seq. for additional information.

Three-Year Facility Use Agreement

Lake Area Technical College and Prairie Lakes Wellness Center

Parties:

This Agreement ("Agreement") is entered into on August 26, 2024, by and between Lake Area Technical College ("LATC") and the City of Watertown ("City") collectively referred to as the "Parties."

Background:

A healthy lifestyle is beneficial to student learning and success. Lake Area Technical College seeks to provide its enrolled students free access to the Prairie Lakes Wellness Center ("PLWC") which is owned and operated by the City. In return, LATC will reimburse PLWC through the Agreement's Terms and Conditions outlined below.

Terms and Conditions:

1. Usage Rights:

LATC shall have the non-exclusive right for its students to use PLWC's equipment and facilities during regular operating hours.

2. Annual Base Payment:

LATC shall pay the City an annual base fee of \$112,965 for the duration of this Agreement. The first payment will be due on August 15, 2024. Subsequent payments shall be made within 30 days of the Agreement's anniversary date. The Wellness Center will provide LATC with an invoice for the total amount during this period.

3. CPI-W Increase:

On each anniversary date of this Agreement, the base payment shall be subject to adjustment, based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increase, as published by the Bureau of Labor Statistics. Any adjustment shall be calculated proportionally to reflect the CPI-W increase.

4. Hold Harmless Clause:

LATC agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses arising out of or resulting from LATC's use of PLWC.

5. Certificate of Insurance:

LATC shall provide the City with a Certificate of Insurance demonstrating comprehensive general liability insurance coverage (see Exhibit A).

6. Term and Termination:

This Agreement shall commence on August 26, 2024, and continue for a period of three (3) years. Either Party may terminate this Agreement with a 90-day written notice before the anniversary of the signing date.

7. Governing Law:

In the event of any dispute arising between the Parties under this Agreement, both Parties hereby agree that any legal action or proceeding shall be brought exclusively in the courts of Codington County, State of South Dakota. Both parties hereby consent to the jurisdiction of such courts and waive any objections to venue therein. This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without giving effect to any choice of law or conflict of law provisions.

8. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Prairie Lakes Wellness Center
City of Watertown

By:

Amanda Meek

Title:

City Manager

Date:

5.24.24

Lake Area Technical College

By:

Ken Anderson

Title:

President

Date:

5.9.24

Exhibit A - Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/25/2024				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Fischer, Rounds & Assoc. Inc.-Watertown PO Box 1626 Watertown SD 57201	CONTACT NAME: PHONE (202 No. Ext): 805-888-4361 FAX (202 No.): 805-888-4868 E-MAIL: Watertown@fischerrounds.com ADDRESS:					
INSURED Watertown School District No. 14-4 Lake Area Technical College 200 9th St NE Watertown SD 57201		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Company NAIC# 25186 INSURER B: INSURER C: INSURER D: INSURER E:				
COVERAGES CERTIFICATE NUMBER: 925844711 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		6089085	7/1/2023	7/1/2024	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$500,000 MED EXP (Per one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS-COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO: OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER AUTOS ONLY		5E89055	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA/LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$ 89085	7/1/2023	7/1/2024	EACH OCCURRENCE: \$10,000,000 AGGREGATE: \$10,000,000 PER STATE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	VIN	N/A			E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required) Holder is additional insured as respects General Liability per CG7899 as required by contract.						
CERTIFICATE HOLDER Prairie Lakes Wellness Center 1515 15th St NE Watertown SD 57201				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

4.2.3. Consider Surplus Equipment

RESOLUTION

WHEREAS, the Watertown School District declares the following District equipment no longer necessary, useful or suitable for the purpose of which it was acquired,

AND WHEREAS, the following Automotive Technology items are to be disposed of:

- 3 Training Vehicles, VT 12374, VT 12494, VT 12514
- 2 Alignment Lifts, VT 12502 and VT 12503
- 2 Diagnostic Scanners, VT 14350 and VT 14351
- 1 Parts Washer, VT 19063

AND WHEREAS, the following Physical Therapy Assistant items are to be disposed of:

- 2 Sonicator 706 Mettler US, VT 17278 and VT 12123
- 1 Elmed Diathermy, VT 12120
- 1 Neuromuscular Stimulator Empi Logix 720, No tag
- 2 DC Stimulators, No tags
- 2 TENS Units, VT 17284 and VT 17286
- 3 Neuromuscular Stimulators NMII, VT 17281, VT 17282, old tag HO 3-1100
- 2 Omnisound 3000, No tags
- 1 Microdyne High Volt, VT 17279
- 1 Traction Unit & Table, VT 17290
- 1 Rebounder, No tag

AND WHEREAS, the following Cosmetology item is to be disposed of:

- 1 Light, Revita Skin Care Machine, VT 19089

AND WHEREAS, the following Diesel Technology item is to be disposed of:

- 1 Diesel Engine, VT 16207

AND WHEREAS, the following Energy Technology items are to be disposed of:

- 6 Mechanical Drives Trainers, VT 14527, VT 16200, VT 16870, VT 16891A, VT 16894, VT 16894A

AND WHEREAS, the following Precision Machining items are to be disposed of:

- 5 Manual Lathes, VT, 14142, VT 19350, VT 19351, VT 19352, and VT 19353
- 1 Surface Grinder, VT 14100

AND WHEREAS, the following Food Service item is to be disposed of:

- 1 Refrigerator, VT 16025

AND WHEREAS, the following Campus Furniture items are to be disposed of:

- 150 Approximately 150 chairs in poor/broken condition
- 100 Approximately 100 tables/benches in poor/broken condition
- Miscellaneous specialized furniture including items from Cosmetology and Physical Therapy

AND WHEREAS, the following items have value and are to be sold:

- 1 CNC, Wire EDM, VT 21086
- 1 CNC Turning Center, VT 14086
- 3 Manual Lathes, VT 14122, VT 14123, VT 14124
- 1 Masterbuilt #01687 Racecar, No tag

BE IT RESOLVED, that the Business Manager of the Watertown School District be authorized to sell, trade and dispose of the listed property as allowed by statute.

BE IT FURTHER RESOLVED, that the following individuals be appointed as appraisers of the surplus equipment noted to be sold: Shane Ortmeier, Steven Trautner, and Thor Green.

Presiding Officer

Business Manager

Watertown School District 14-4

TOBACCO FREE DISTRICT

The Board recognizes that tobacco use represents a health and safety hazard which can have serious consequences. In order to protect the students, staff, employees, visitors and guests of the District from an environment that may be harmful to them, and because of possible harm to personal well-being, the Board prohibits tobacco use by staff members, employees, visitors, or guests in all K-12 District buildings, **Lake Area Technical College (LATC)**, on school grounds and in all school vehicles at all times. "Tobacco Use" means all uses of tobacco, including cigars, smokeless tobacco, cigarettes, pipes, **and nicotine** and vapor products. This policy will also apply to any private building or other property, including vehicles, used for K-12 and **LATC** school activities when students or staff are present.

This tobacco use prohibition will be in effect 24 hours a day, seven days a week, and will apply to anyone present in K-12 District buildings, **LATC**, or on district grounds.

All K-12 **and LATC** buildings and grounds shall be posted as areas in which tobacco use is prohibited. An individual who violates this policy may be referred to legal authorities at any time in this process if their acts violate state statutes, or refuses to adhere to this policy.

Cessation resources available for students or staff include SD Quitline, Watertown School District programs, and Employee Assistance Program (EAP).

The Board hereby directs the superintendent to formulate the necessary rules and procedures to ensure the enforcement and implementation of this tobacco use policy. This policy is in addition to other Board policies concerning the prohibition of tobacco use by students on school property and buses.

Policy

Adopted: 3/11/96

Revised: 3/11/02; 12/13/10; 8/11/14; **7/24**

6.1. Approval of Bills

VERIFIED CLAIMS

June 10, 2024

SALARIES

General Fund	\$	2,297,618.91
Special Education		670,288.53
Lake Area Technical College		1,605,407.68
Nutrition Service		132,894.30
LATC Bookstore		19,054.87
LATC Day Care Center		36,491.17
Concessions		1,278.56
Preschool Services		0.00
Drivers Education		0.00
LATC Food Service		31,623.79
		<hr/>
	\$	4,794,657.81
		<hr/> <hr/>

VERIFIED CLAIMS

Fund 10 - General Fund	\$	281,616.88
Fund 21 - Capital Outlay		594,769.73
Fund 22 - Special Education		89,313.01
Fund 23 - Lake Area Technical College		2,245,394.58
Fund 51 - Nutrition Service		37,765.62
Fund 52 - LATC Bookstore		103,329.67
Fund 53 - Concessions		2,793.61
Fund 54 - LATC Day Care Center		4,089.26
Fund 55 - Drivers Education		600.00
Fund 57 - LATC Foodservice		17,533.69
		<hr/>
	\$	3,377,206.05
		<hr/> <hr/>

Fund: 10 GENERAL FUND

A & B BUSINESS SOLUTIONS	SUPPLIES	7,748.01
ACCESS ELEVATOR & LIFTS INC	SERVICES	365.33
ACP DIRECT	SUPPLIES	271.75
ACT	SUPPLIES	5,040.00
AMAZON	SUPPLIES	27,365.29
AMERICAN ATHLETIC INC	SUPPLIES	693.25
ANDOR INC	SERVICES	467.45
ARS/PRO-TEC	SERVICES	410.00
BANTZ GOSCH & CREMER LLC	SERVICES	357.27
BIKE SHOP, THE	SERVICES	1,000.00
BOBS PIANO SERVICE INC	SERVICES	540.00
BORNS GROUP	SERVICES	2,816.31
BRAMBLE PARK ZOO	SERVICES	120.00
BREKKE SIGNS	SERVICES	110.00
BRIDGEWAY COUNSELING CENTER INC	SERVICES	340.00
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	1,283.50
CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	107.71
CASHWAY LUMBER INC	SUPPLIES	272.25
CENEX FLEET FUELING	CHARGES	18.96
COLE PAPERS INC	SUPPLIES	146.24
COMPUTER DAN'S	SERVICES	1,559.88
CONTINENTAL PRESS	SUPPLIES	1,335.26
COUNTY FAIR	SUPPLIES	1,146.23
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	424.50
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	740.14
CTWSI	SERVICES	123.60
CULLIGAN OF WATERTOWN	SUPPLIES	65.25
DAKOTA DATA SHRED	SERVICES	32.06
DAKOTA OIL	SUPPLIES	1,246.00
DAKOTA TIMING	SUPPLIES	500.00
DEMCO INC	SUPPLIES	788.06
DEPENDABLE SANITATION INC	SERVICES	2,720.09
DIAMOND VOGEL INC	SUPPLIES	101.90
DUENWALD TRANSPORTATION LLC	TRAVEL	17,648.06
EASTSIDE EQUIPMENT	SUPPLIES	143.32
ECOLAB PEST ELIMINATION DIV	SERVICES	76.04
ELECTION SYSTEMS & SOFTWARE INC	SUPPLIES	140.43
ELITE DRAIN & SEWER CLEANING LLC	SERVICES	115.00
ENGELSTAD ELECTRIC CO	SERVICES	2,153.60
FEDEX	SUPPLIES	21.94
FLEETPRIDE	SUPPLIES	99.33
FRANKLIN PLANNER CORP	SUPPLIES	96.87
GANNETT SOUTH DAKOTA LOCALIQ	ADVERTISING	319.44
GLASS PRODUCTS INC	SERVICES	435.00
GOPHER	SUPPLIES	1,614.90
GPL SCHOOLS	CONFERENCE	1,054.90
HAUFF MID-AMERICA SPORTS	SUPPLIES	259.00
HILLYARD/SIOUX FALLS	SUPPLIES	11,911.53
HOLIDAY INN EXPRESS	LODGING	910.00
HOT MAMA MACKS	SUPPLIES	103.50

WATERTOWN SCHOOL DISTRICT 14-4
Board Report

6/10/2024
Page 2

HULS, AMBER	REIMBURSE	1,297.44
HUMAN SERVICE AGENCY	SERVICES	1,634.40
HY-VEE FOOD STORE #1871	FOOD	684.00
INGALLS HOMESTEAD	SUPPLIES	234.00
INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	2,228.71
JIMMY JOHN'S	FOOD	332.49
JOES HEATING & COOLING LLC	SERVICES	297.50
JOHNSON CONTROLS INC	SERVICES	4,311.07
JW PEPPER & SON INC	SUPPLIES	500.94
KSB SCHOOL LAW	SUPPLIES	900.00
LAURA INGALLS WILDER MEMORIAL SOCIETY	SUPPLIES	304.00
LC SYMES AND ASSOCIATES LLC	SERVICES	5,100.00
LINCOLN HIGH SCHOOL	SERVICES	661.42
LS CUSTOMS AND SNOW	SUPPLIES	620.00
M J DALSIN CO	SERVICES	5,414.17
MACS HARDWARE	SUPPLIES	367.01
MARCO TECHNOLOGIES LLC	CHARGES	101.81
MENARDS	SUPPLIES	2,252.22
MIDCONTINENT COMMUNICATIONS	CHARGES	1,829.98
NASSP/NHS	SUPPLIES	385.00
NAESP	SUPPLIES	1,548.00
NATL SPEECH AND DEBATE ASSOCIATION	SUPPLIES	848.00
NORTH CENTRAL	SUPPLIES	1,040.56
O'REILLY AUTOMOTIVE STORES INC	SUPPLIES	321.31
OFFICE DEPOT	SUPPLIES	41.86
OFFICE PEEPS INC	SUPPLIES	514.38
P CARD MISC	SUPPLIES	3,046.30
POSTMASTER	FEE	610.00
PRINT EM NOW	SUPPLIES	1,814.70
PROJECT LEAD THE WAY	FEE	950.00
QUICK CARE	SERVICES	300.00
REALLY GOOD STUFF LLC	SUPPLIES	36.94
RIVERSIDE INSIGHTS	SUPPLIES	1,658.25
ROCHESTER 100 INC	SUPPLIES	1,125.20
RON'S SAW SALES	SUPPLIES	117.96
ROY'S SPORT SHOP	SUPPLIES	63.00
RUNNINGS FARM & FLEET	SUPPLIES	217.45
SASD	DUES	474.00
SCHMITT MUSIC SIOUX FALLS	SUPPLIES	100.00
SCHOLASTIC INC	SUPPLIES	3,530.95
SCHOOL NURSE SUPPLY INC	SUPPLIES	412.69
SCHOOL SPECIALTY LLC	SUPPLIES	997.03
SD DEPARTMENT OF REVENUE	TAXES	(70.00)
SD MAGAZINE	SUPPLIES	29.00
SHEET MUSIC PLUS	SUPPLIES	28.66
SHIRTS IN THE WORKS	SUPPLIES	388.50
SIGN PRO	SERVICES	135.50
SIOUX VALLEY COOP	SUPPLIES	8,453.28
SODAK PEST CONTROL	SERVICES	100.00
SUPERIOR LOADER SERVICES	SERVICES	3,035.00
SWIFTEL COMMUNICATIONS	CHARGES	94.28
TARGET	SUPPLIES	59.96

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TIE	SERVICES	1,750.00
TITAN MACHINERY	SUPPLIES	8,291.90
TRAVS OUTFITTER	ADVERTISING	150.00
TRUGREEN	SERVICES	3,631.00
TURFWERKS	SUPPLIES	552.73
UPTOWNE CLEANERS	LAUNDRY	816.58
USI INC	SUPPLIES	489.87
VALLEYFAIR	SUPPLIES	1,615.59
VERIZON WIRELESS	CHARGES	1,285.22
VERNON COMPANY, THE	SUPPLIES	779.95
WALMART	SUPPLIES	1,606.57
WALSWORTH	FOOD	9,883.83
WATERTOWN BOX CORP	SUPPLIES	735.25
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	49,393.15
WATERTOWN REGIONAL LIBRARY	FEES	4,014.00
WEST MUSIC COMPANY	SUPPLIES	644.00
WTN SCHL DIST CONCESSION SERVICES	CHARGES	1,830.69
WTN SCHL DIST NUTRITION SERVICES	CHARGES	86.70
WTN SCHL DIST	TRAVEL	32,616.49
WW TIRE SERVICE	SUPPLIES	2,542.99
ZANER BLOSER INC	SUPPLIES	62.30

Fund 10 Total: 281,616.88

Fund: 21 CAPITAL OUTLAY

AMAZON	SUPPLIES	1,683.77
ANDOR INC	SERVICES	17,200.00
CO-OP ARCHITECTURE	SERVICES	3,000.00
COLE PAPERS INC	SUPPLIES	938.89
DUANE'S FLOOR COVERING LLC	SERVICES	33,485.00
FISCHER ROUNDS AND ASSOCIATES INC	INSURANCE	4,895.00
FOLLETT CONTENT SOLUTIONS LLC	SUPPLIES	1,465.22
HARDWARE STORM	EQUIPMENT	1,977.48
HASSEN CONSTRUCTION CO INC	SERVICES	480,758.90
HILLYARD/SIOUX FALLS	SUPPLIES	2,842.61
JOHNSON CONTROLS INC	SERVICES	22,405.07
K1 MECHANICAL	SERVICES	4,510.21
LEGO EDUCATION	SUPPLIES	6,399.20
MAHOWALD LAWN CARE LLC	SERVICES	4,300.00
OFFICE PEEPS INC	SUPPLIES	3,516.00
OVERHEAD DOOR COMPANY	SERVICES	637.07
PERMA BOUND BOOKS	SUPPLIES	16.44
ROCHESTER 100 INC	SUPPLIES	413.25
RON'S SAW SALES	SUPPLIES	179.99
ROY'S SPORT SHOP	SUPPLIES	916.60
SCHOOL SPECIALTY LLC	SUPPLIES	2,404.03
US BANK	CHARGES	825.00

Fund 21 Total: 594,769.73

Fund: 22 SPECIAL EDUCATION

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A & B BUSINESS SOLUTIONS	SUPPLIES	85.00
AMAZON	SUPPLIES	5,120.75
BETTER ME COUNSELING & CONSULTING	SERVICES	4,800.00
BORNS GROUP	SERVICES	197.71
CASEYS GENERAL STORE	FOOD	47.65
CHILDREN'S HOME SOCIETY	SERVICES	2,706.60
CHILDREN'S MUSEUM OF SOUTH DAKOTA	SUPPLIES	75.00
CORPORATE TRANSLATION SERVICES INC	SERVICES	24.96
CTWSI	SERVICES	1,973.42
EDUCATIONAL ADVANTAGES INC	SUPPLIES	10,490.40
HUMAN SERVICE AGENCY	SERVICES	14,338.40
HY-VEE FOOD STORE #1871	SUPPLIES	88.65
INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	347.16
LAKE AREA TAXI	SERVICES	450.00
LAKESHORE LEARNING	SUPPLIES	216.89
LEARNING RESOURCES	SUPPLIES	78.31
MCDONALD'S	FOOD	21.47
MIDCONTINENT COMMUNICATIONS	CHARGES	31.22
MITCHELL TECHNICAL COLLEGE	CONFERENCE	176.00
NAESP	SUPPLIES	2,050.00
NORTHEAST PHYSICAL THERAPY GROUP INC	SERVICES	9,525.00
P CARD MISC	SUPPLIES	4,628.80
PEARSON EDUCATION	SUPPLIES	2,715.35
PRESENCE LEARNING INC	SERVICES	21,945.76
PRO-ED	SUPPLIES	1,909.60
SCHOOL SPECIALTY LLC	SUPPLIES	77.56
SD DEPT OF HUMAN SERVICES	SERVICES	3,231.68
TARGET	SUPPLIES	67.49
TEACHERS PAY TEACHERS	SUPPLIES	307.75
VERIZON WIRELESS	CHARGES	104.07
WALMART	SUPPLIES	619.67
WTN SCHL DIST	TRAVEL	860.69

Fund 22 Total: 89,313.01

Fund: 23 POST SECONDARY EDUCATION

1ST CHOICE AUTO WASH	SUPPLIES	432.00
4IMPRINT INC	SUPPLIES	1,521.35
A & B BUSINESS SOLUTIONS	SUPPLIES	1,628.90
A-OX WELDING SUPPLY CO INC	SUPPLIES	1,968.73
ABERDEEN PUBLIC SCHOOL DISTRICT	REIMBURSE	241.40
ADVANCE AUTO PARTS	SUPPLIES	324.52
ADVANCED AEROTECHNOLOGIES GROUP LLC	SUPPLIES	4,931.80
ADVANTAGE RVS	ADVERTISING	300.00
AGTAC SERVICES LLC	SERVICES	18,519.00
AGWRX COOPERATIVE	SUPPLIES	11,199.40
AIRCRAFT SPRUCE & SPECIALTY CO	SUPPLIES	4,250.62
AMAZON	SUPPLIES	7,946.80
APC SOLUTIONS	SUPPLIES	304.96
ARBACH ENTERPRISES	SERVICES	2,094.00

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ARS/PRO-TEC	SERVICES	1,851.00
ATY AVIATION INC	SUPPLIES	18,220.32
AUTO BODY SPECIALTIES	SUPPLIES	735.20
AUTO VALUE WATERTOWN	SUPPLIES	533.34
AVERA BORMANN MANOR	REIMBURSE	10,766.00
AW DYNAMOMETER	EQUIPMENT	46,125.00
BECKMAN-COULTER INC	SUPPLIES	3,750.00
BENDIX TECHNOLOGY CENTER	CHARGES	3,130.38
BENNETT COUNTY SCHOOL DISTRICT	REIMBURSE	3,572.69
BILLION	SUPPLIES	14.50
BISHOP OGORMAN CATHOLIC SCHOOLS	REIMBURSE	11,684.30
BLUEPEAK	CHARGES	2,185.65
BOLDT CONSTRUCTION	SERVICES	3,000.00
BORDER STATES INDUSTRIES INC	SUPPLIES	242.18
BORGERSON AVIATION	SERVICES	5,241.48
BORNS GROUP	SERVICES	6,718.07
BRANDON VALLEY SCHOOL DISTRICT	REIMBURSE	7,547.37
BRIDGEWATER EMERY SCHOOL DISTRICT 30-3	REIMBURSE	2,210.00
BROOKINGS SCHOOL DISTRICT	REIMBURSE	10,001.91
BROTHERHOOD ARMS	SUPPLIES	4,171.00
BUREAU OF INFORMATION & TELECOMM	CHARGES	538.57
BUSINESS SOLUTIONS	SERVICES	3,350.00
BUTLER MACHINERY CO	SUPPLIES	8,868.97
C & S PEST CONTROL LLC	SERVICES	110.00
C&C CUSTOM AIRCRAFT INTERIORS	EQUIPMENT	8,000.00
CAAHEP	FEE	1,000.00
CASHWAY LUMBER INC	SUPPLIES	1,634.49
CENEX FLEET FUELING	CHARGES	2,138.32
CENTURYLINK	CHARGES	381.22
CHEF DOMINIQUE'S	SERVICES	366.48
CITY OF WATERTOWN	RENT	4,058.89
CIVIL AIR PATROL MAGAZINE	SUBSCRIPTION	155.00
COAEMSP	FEE	1,700.00
CODINGTON-CLARK ELECTRIC CO-OP INC	SERVICES	36.47
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	65.00
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	143.21
CULLIGAN OF WATERTOWN	SUPPLIES	238.75
D K DIESEL INJECTION INC	SUPPLIES	134.40
DACOTAH BANK CENTER	SERVICES	365.96
DAKOTA DATA SHRED	SERVICES	198.50
DAKOTA FLUID POWER	SUPPLIES	884.14
DAKOTA PORTABLE TOILETS INC	SERVICES	200.00
DAKOTA SUPPLY GROUP	SUPPLIES	180.98
DAKOTA VALLEY SCHOOL DISTRICT	REIMBURSE	1,121.60
DAKOTA WESLEYAN UNIVERSITY	SERVICES	150.00
DANB	SUPPLIES	75.00
DAYSMAST SALON	SUPPLIES	10.00
DENTAL HEALTH PRODUCTS INC	SUPPLIES	14.11
DEPENDABLE SANITATION INC	SERVICES	3,603.87
DESMET SCHOOL DISTRICT 38-2	REIMBURSE	1,888.00
DINGES FIRE CO	EQUIPMENT	14,864.03
DOLAND SCHOOL DISTRICT	REIMBURSE	437.44

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DUANE'S FLOOR COVERING LLC	SERVICES	1,048.00
DUENWALD TRANSPORTATION LLC	TRAVEL	5,375.00
DUGAN SALES & SERVICE	SERVICE	171.44
DUININCK	SUPPLIES	5,790.87
EASTSIDE INVESTMENT LLC	RENT	2,750.00
ETHAN SCHOOL DISTRICT	REIMBURSE	2,995.79
EUREKA SCHOOL DISTRICT 44-1	REIMBURSE	2,993.00
FARGO JET CENTER	SUPPLIES	98.79
FASTENAL COMPANY	SUPPLIES	29.05
FAULKTON AREA SCHOOLS DISTRICT 24-4	REIMBURSE	3,240.00
FIREHOUSE SUBS	FOOD	218.66
FISCHER ROUNDS AND ASSOCIATES INC	INSURANCE	16,745.00
FLEETPRIDE	SUPPLIES	203.82
FREDERICK AREA SCHOOL DISTRICT	REIMBURSE	3,363.97
FREEMAN MEDICAL CENTER	REIMBURSE	6,152.00
FSBPT	SUPPLIES	404.00
GANNETT SOUTH DAKOTA LOCALIQ	ADVERTISING	172.02
GETTYSBURG SCHOOL DISTRICT 53-1	REIMBURSE	551.00
GLACIAL LAKES RADIATOR	SUPPLIES	1,600.00
GOVCONNECTION INC	SUPPLIES	230.00
GRAINGER	EQUIPMENT	12,312.39
GRAY CONSTRUCTION	SERVICES	766,815.25
GREATER SIOUX FALLS CHAMBER OF COMMERCE	DUES	212.00
HAMLIN SCHOOL DISTRICT #28-3	REIMBURSE	1,790.73
HANSON SCHOOL DISTRICT	REIMBURSE	1,864.00
HARRISBURG SCHOOL DISTRICT 41-2	REIMBURSE	20,094.24
HENRY SCHEIN INC	SUPPLIES	329.00
HENTGES, TONY	SERVICES	750.00
HERITAGE CRYSTAL CLEAN LLC	SUPPLIES	81.90
HIBU INC	CHARGES	68.00
HILLYARD/SIOUX FALLS	SUPPLIES	26,842.76
HITCHCOCK-TULARE SCHOOL DISTRICT	REIMBURSE	1,516.00
HOBBY LOBBY	SUPPLIES	107.39
HOLIDAY INN & SUITES SIOUX FALLS AIRPORT	RENTAL	909.89
HY-VEE FOOD STORE #1871	FOOD	417.12
HYVEE FLORAL SHOP	SUPPLIES	115.00
INSIGHT MARKETING DESIGN	SERVICES	1,361.92
INSURED AIRCRAFT TITLE SERVICE LLC	SUPPLIES	400.00
IROQUOIS SCHOOL DISTRICT #2-3	REIMBURSE	2,138.35
J & B SCREEN PRINTING & TROPHIES	SUPPLIES	95.50
J H LARSON CO	SUPPLIES	19.07
JC REPAIR LLC	SERVICES	10,726.35
JOHNSON CONTROLS INC	SERVICES	19,157.50
K & M TIRE	SUPPLIES	980.00
KDLT	ADVERTISING	425.00
KELO	ADVERTISING	2,924.00
KELOLAND.COM	ADVERTISING	2,100.18
KIMBALL SCHOOL	REIMBURSE	2,997.10
KSFY	ADVERTISING	935.00
LAMAR COMPANIES	ADVERTISING	2,795.00
LATC BOOKSTORE	SUPPLIES	3,705.82
LATC FOUNDATION	REIMBURSE	304.00

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LATC IMPREST FUND	REIMBURSE	31,234.46
LATC PARTS DEPT	SUPPLIES	21,112.67
LATC TRANSPORTATION DEPARTMENT	REIMBURSE	5,687.85
LATC	SERVICES	1,070.02
MACKSTEEL WAREHOUSE INC	SUPPLIES	5,226.10
MACQUEEN EMERGENCY	SUPPLIES	437.54
MACS HARDWARE	CHARGES	143.35
MAHOWALD LAWN CARE LLC	SERVICES	2,635.00
MARCO TECHNOLOGIES LLC	SUPPLIES	494.86
MARION SCHOOL DISTRICT 60-3	REIMBURSE	2,920.50
MARKET 65	CHARGES	12,930.91
MATTERPORT	CHARGES	549.00
MAVERICK AIR CENTER	SUPPLIES	654.20
MAZAK	SUPPLIES	1,930.61
MENARDS	SUPPLIES	1,093.92
MENNO SCHOOL DISTRICT	REIMBURSE	1,612.83
MENNO-OLIVET CARE CENTER	REIMBURSE	3,076.00
MIDCONTINENT COMMUNICATIONS	CHARGES	1,351.50
MIDCONTINENT COMMUNICATIONS	CHARGES	400.08
MIDSTATES GROUP	SUPPLIES	70.21
MILBANK SCHOOL DISTRICT 25-4	REIMBURSE	2,098.77
MILBANK SCHOOL DISTRICT	REIMBURSE	3,220.65
MITCHELL SCHOOL DIST 17-2	REIMBURSE	8,407.35
MOSS ENTERPRISES INC	EQUIPMENT	125,910.00
MOUNTAIN MEASUREMENT INC	SUPPLIES	508.75
MSC INDUSTRIAL SUPPLY CO INC	SUPPLIES	195.86
NAEMT	SUPPLIES	140.00
NAI SIOUX FALLS	LEASE	5,205.08
NAPA CENTRAL	SUPPLIES	1,385.23
NASFAA	DUES	350.00
NATIONAL CINEMEDIA LLC	ADVERTISING	2,895.00
NBFSPQ INC	REGISTRATION	424.00
NVC	CHARGES	91.00
O'REILLY AUTOMOTIVE STORES INC	SUPPLIES	12.99
OFFICE PEEPS INC	SUPPLIES	546,693.26
ONENECK IT SOLUTIONS LLC	SUPPLIES	24,591.60
ORIENTAL TRADING BRANDS INC	SUPPLIES	525.66
OUTCOMES CONSULTING SERVICES	SERVICES	2,000.00
OVERHEAD DOOR COMPANY	SERVICES	204.08
P CARD MISC	SUPPLIES	29,821.77
PANDORA MEDIA LLC	ADVERTISING	1,333.34
PANTHER	SUPPLIES	348.00
PARKER SCHOOL DISTRICT	REIMBURSE	5,664.35
PARKSTON SCHOOL DISTRICT	REIMBURSE	8,734.66
PERFORMANCE TOWING	SERVICES	506.25
PM COACHING/PM AND ASSOCIATES	SERVICES	1,834.00
PRAIRIE LAKES HEALTHCARE SYSTEM	SUPPLIES	193.98
PRECISION LEADERSHIP GROUP	SERVICES	4,500.00
PRINT EM NOW	SUPPLIES	7,984.40
PRINTING CENTER INC, THE	SUPPLIES	315.00
PROCARE SOFTWARE LLC	CHARGES	59.00
PROCTORU INC	SUPPLIES	3,096.00

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RAPID CITY AREA SCHOOLS	REIMBURSE	3,003.40
REDFIELD SCHOOL DISTRICT	REIMBURSE	2,692.00
ROBS AUTO REPAIR	SERVICES	1,456.32
RUNNINGS FARM & FLEET	SUPPLIES	557.63
SALONCENTRIC	SUPPLIES	1,800.98
SD BOARD OF REGENTS	CHARGES	4,000.00
SD COUNSELING ASSOCIATION	DUES	150.00
SD DENTAL ASSOCIATION	DUES	100.00
SD DEPARTMENT OF REVENUE	TAXES	5,726.79
SD DEPT OF LABOR AND REGULATION	CHARGES	2,514.75
SDOTA	SUPPLIES	90.00
SELBY AREA SCHOOL DISTRICT	REIMBURSE	1,960.01
SHARP AUTOMOTIVE	SUPPLIES	217.79
SHERATON	LODGING	556.00
SIOUX FALLS SCHOOL DISTRICT	REIMBURSE	4,571.59
SIOUX VALLEY COOP	SUPPLIES	9,955.38
SIOUX VALLEY SCHOOL DISTRICT 5-5	REIMBURSE	14,075.25
SPA & EQUIPMENT	SUPPLIES	542.71
STAN HOUSTON EQUIPMENT CO	SUPPLIES	385.00
STAR LAUNDRY	SERVICES	2,535.18
STEIN SIGN DISPLAY	ADVERTISING	1,475.00
STELLAR SCIENTIFIC	EQUIPMENT	7,594.31
SWIFTEL COMMUNICATIONS	CHARGES	290.27
SZEP ELET LLC	SUPPLIES	3,766.21
TITAN MACHINERY	SUPPLIES	(583.80)
TRANSOURCE TRUCK & EQUIPMENT INC	RENTAL	8,000.00
TRI-VALLEY SCHOOL DISTRICT	REIMBURSE	2,805.86
ULINE	SUPPLIES	2,019.40
UNIVERSITY OF MISSOURI-COLUMBIA AR	SUPPLIES	12,000.00
UPFRAME CREATIVE LLC	SERVICES	195.00
VERIZON WIRELESS	CHARGES	1,573.85
VERNON COMPANY, THE	SUPPLIES	8,784.46
WALMART	SUPPLIES	178.85
WATERTOWN FIGURE SKATE CLUB	ADVERTISING	150.00
WATERTOWN FORD CHRYSLER	SERVICES	2,109.49
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	41,365.55
WATERTOWN REGIONAL LIBRARY	FEES	4,014.00
WESTJET AIR CENTER	SUPPLIES	94.29
WOLSEY-WESSINGTON SCHOOL	REIMBURSE	2,189.29
WORTHINGTON AG PARTS	SUPPLIES	156.85
WTN SCHL DIST	TRAVEL	2,996.32
WW TIRE SERVICE	SUPPLIES	502.00
XTREME FIRE PROTECTION LLC	SERVICES	625.00
YOURNEWSCHOOL	SUPPLIES	8,619.82

Fund 23 Total: 2,245,394.58

Fund: 51 NUTRITION SERVICE

AMAZON	SUPPLIES	23.97
CHESTERMAN COMPANY	FOOD	116.75
DEPENDABLE SANITATION INC	SERVICES	1,092.95

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EAST SIDE JERSEY DAIRY	FOOD	6,460.98
HILLYARD/SIOUX FALLS	SUPPLIES	464.74
MIDCONTINENT COMMUNICATIONS	CHARGES	62.46
OFFICE PEEPS INC	SUPPLIES	17.70
P CARD MISC	SUPPLIES	428.54
PERFORMANCE FOODSERVICE	FOOD	26,039.63
SYSCO NORTH DAKOTA INC	FOOD	1,558.77
US FOODS INC	FOOD	9.60
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	1,489.53
Fund 51 Total:		37,765.62

Fund: 52 LATC BOOKSTORE

4IMPRINT INC	SUPPLIES	167.78
A-OX WELDING SUPPLY CO INC	SUPPLIES	32.00
AMAZON	SUPPLIES	153.07
AMERICAN HEART ASSOCIATION INC	SUPPLIES	407.05
CHESTERMAN COMPANY	FOOD	42.00
CONCORDANCE HEALTHCARE SOLUTIONS	SUPPLIES	109.34
ELENCO ELECTRONICS INC	SUPPLIES	119.47
GOVCONNECTION INC	SUPPLIES	64,100.00
GRAINGER	SUPPLIES	51.38
HY-VEE FOOD STORE #1871	SUPPLIES	52.01
LATC IMPREST FUND	REIMBURSE	1,725.18
P CARD MISC	SUPPLIES	732.10
PEPSI BEVERAGES CO	FOOD	60.47
POLY-PAK INDUSTRIES INC	SUPPLIES	327.30
PRISMRBS	SUPPLIES	55.82
SD DEPARTMENT OF REVENUE	TAXES	4,825.13
SNAP ON INDUSTRIAL	SUPPLIES	20,861.96
TARGET	SUPPLIES	500.00
TEXAS BOOK CO	SUPPLIES	8,734.00
TRADEMARK UNIFORMS INC	SUPPLIES	58.28
VERIZON WIRELESS	CHARGES	83.84
WING AERO PRODUCTS	SUPPLIES	131.49
Fund 52 Total:		103,329.67

Fund: 53 CONCESSIONS

COUNTY FAIR	FOOD	26.23
HY-VEE FOOD STORE #1871	FOOD	58.57
US FOODS INC	FOOD	2,708.81
Fund 53 Total:		2,793.61

Fund: 54 LATC DAY CARE CENTER

AMAZON	SUPPLIES	455.19
DEPENDABLE SANITATION INC	SERVICES	183.92
EAST SIDE JERSEY DAIRY	FOOD	134.24

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OFFICE PEEPS INC	SUPPLIES	135.24
WALMART	SUPPLIES	512.09
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	671.38
WTN SCHL DIST NUTRITION SERVICES	CHARGES	1,915.20
WTN SCHL DIST	TRAVEL	82.00

Fund 54 Total: 4,089.26

Fund: 55 DRIVERS EDUCATION

WATERTOWN FORD CHRYSLER	SERVICES	600.00
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Fund 55 Total: 600.00

Fund: 57 LATC FOODSERVICE

CHESTERMAN COMPANY	FOOD	792.05
COUNTY FAIR	FOOD	740.04
ELL WEIN BROTHERS INC	FOOD	246.70
HOBART SALES & SERVICE	SUPPLIES	107.67
HY-VEE FOOD STORE #1871	FOOD	326.96
LATC IMPREST FUND	REIMBURSE	38.82
MCCORMACK DIST CO INC	SERVICES	440.00
MCKEEVER INC	FOOD	158.78
MENARDS	SUPPLIES	29.65
PEPSI BEVERAGES CO	FOOD	964.32
PIZZA RANCH WATERTOWN	FOOD	1,123.49
SD DEPARTMENT OF REVENUE	TAXES	1,499.13
SIOUX VALLEY COOP	SUPPLIES	209.85
SUBS AND MORE INC	FOOD	1,370.98
US FOODS INC	SUPPLIES	9,474.04
WALMART	SUPPLIES	11.21

Fund 57 Total: 17,533.69

TOTAL 3,377,206.05

Invoice Listing - Summary

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
PCARDMISC	P CARD MISC	20240522	HILTON LODGING	05/03/2024	06/11/2024	1	322	X	428.54
PCARDMISC	P CARD MISC	20240522-0001	PIZZA HUT MEALS	05/16/2024	06/11/2024	1	322	X	155.94
PCARDMISC	P CARD MISC	20240522-0002	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240522-0003	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240522-0004	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240522-0005	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240522-0006	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240522-0007	TEACCH REGISTRATION	05/15/2024	06/11/2024	1	322	X	540.00
PCARDMISC	P CARD MISC	20240523	SCHOOL GIRL SUPPLIES	05/06/2024	06/11/2024	1	322	X	30.37
PCARDMISC	P CARD MISC	20240528	DELTA AIRFARE	04/24/2024	06/11/2024	1	322	X	347.20
PCARDMISC	P CARD MISC	20240528-0001	DELTA AIRFARE	04/24/2024	06/11/2024	1	322	X	347.20
PCARDMISC	P CARD MISC	20240528-0002	DELTA AIRFARE	04/24/2024	06/11/2024	1	322	X	347.20
PCARDMISC	P CARD MISC	20240528-0003	DELTA AIRFARE	04/24/2024	06/11/2024	1	322	X	347.20
PCARDMISC	P CARD MISC	20240528-0004	VISME SUPPLIES	04/30/2024	06/11/2024	1	322	X	297.00
PCARDMISC	P CARD MISC	20240528-0005	ECLIPSUSA SUPPLIES	04/25/2024	06/11/2024	1	322	X	342.72
PCARDMISC	P CARD MISC	20240529	WAYFAIR FURNITURE	04/29/2024	06/11/2024	1	322	X	1,660.45
PCARDMISC	P CARD MISC	20240529-0001	HOLIDAY INN LODGING	04/28/2024	06/11/2024	1	322	X	442.65
PCARDMISC	P CARD MISC	20240529-0002	HOLIDAY INN LODGING	04/28/2024	06/11/2024	1	322	X	442.65
PCARDMISC	P CARD MISC	20240529-0003	HOLIDAY INN LODGING	04/28/2024	06/11/2024	1	322	X	442.65
PCARDMISC	P CARD MISC	20240529-0004	HI TECH CONFERENCE	04/30/2024	06/11/2024	1	322	X	745.00
PCARDMISC	P CARD MISC	20240529-0005	HI TECH CONFERENCE	04/30/2024	06/11/2024	1	322	X	895.00
PCARDMISC	P CARD MISC	20240529-0006	LINKED CHARGES	05/01/2024	06/11/2024	1	322	X	19.99
PCARDMISC	P CARD MISC	20240529-0007	RECPRO SUPPLIES	05/07/2024	06/11/2024	1	322	X	68.87
PCARDMISC	P CARD MISC	20240529-0008	HOLIDAY INN LODIGNG	03/14/2024	06/11/2024	1	322	X	203.98
PCARDMISC	P CARD MISC	20240529-0009	DOUBLE TREE LODGING	03/19/2024	06/11/2024	1	322	X	477.94
PCARDMISC	P CARD MISC	20240529-0010	SKYBOLT AEROSPACE SUPPLIES	04/08/2024	06/11/2024	1	322	X	139.70
PCARDMISC	P CARD MISC	20240529-0011	NIAGARA AIR PARTS SUPPLIES	04/18/2024	06/11/2024	1	322	X	219.00
PCARDMISC	P CARD MISC	20240529-0012	AMERICAN AIRLINES AIRFARE	04/19/2024	06/11/2024	1	322	X	742.20
PCARDMISC	P CARD MISC	20240529-0013	ALLIANZ TRAVEL INSURANCE	04/19/2024	06/11/2024	1	322	X	50.10
PCARDMISC	P CARD MISC	20240529-0014	ADEA CONFERENCE	04/19/2024	06/11/2024	1	322	X	726.00
PCARDMISC	P CARD MISC	20240529-0015	ADEA CONFERENCE	04/19/2024	06/11/2024	1	322	X	125.00
PCARDMISC	P CARD MISC	20240529-0016	ARC/STSA WEBINAR	04/23/2024	06/11/2024	1	322	X	250.00
PCARDMISC	P CARD MISC	20240529-0017	SPENCER AIRCRAFT SUPPLY SUPPLIES	04/23/2024	06/11/2024	1	322	X	89.14
PCARDMISC	P CARD MISC	20240529-0018	AMERICINN LODGING	04/24/2024	06/11/2024	1	322	X	135.00
PCARDMISC	P CARD MISC	20240529-0019	UNIVAIR AIRCRAFT SUPPLIES	04/24/2024	06/11/2024	1	322	X	800.06
PCARDMISC	P CARD MISC	20240529-0020	AC DELCO TDS SUPPLIES	04/29/2024	06/11/2024	1	322	X	47.79
PCARDMISC	P CARD MISC	20240529-0021	ANYTHINGS POSSIBLE CATERING	05/01/2024	06/11/2024	1	322	X	4,755.40

Invoice Listing - Summary

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
PCARDMISC	P CARD MISC	20240529-0022	EXPEDIA AIRFARE	05/06/2024	06/11/2024	1	322	X	876.01
PCARDMISC	P CARD MISC	20240529-0023	PSI ONLINE STORE SUPPLIES	05/07/2024	06/11/2024	1	322	X	38.68
PCARDMISC	P CARD MISC	20240529-0024	SDSBD LICENSE	05/08/2024	06/11/2024	1	322	X	360.00
PCARDMISC	P CARD MISC	20240529-0025	AST CONFERENCE	05/08/2024	06/11/2024	1	322	X	390.00
PCARDMISC	P CARD MISC	20240529-0026	DENVER AIR CONNECTION AIRFARE	05/09/2024	06/11/2024	1	322	X	238.00
PCARDMISC	P CARD MISC	20240529-0027	NIAGRA AIR PARTS SUPPLIES	05/13/2024	06/11/2024	1	322	X	2,652.00
PCARDMISC	P CARD MISC	20240529-0028	SLACK BOOKS SUPPLIES	05/15/2024	06/11/2024	1	322	X	732.10
PCARDMISC	P CARD MISC	20240529-0029	QUILLBOT SUPPLIES	05/15/2024	06/11/2024	1	322	X	69.96
PCARDMISC	P CARD MISC	20240529-0030	CRAGUNS RESORT LODGING	05/15/2024	06/11/2024	1	322	X	4,426.02
PCARDMISC	P CARD MISC	20240529-0031	TALOGY SUPPLIES	05/16/2024	06/11/2024	1	322	X	10.00
PCARDMISC	P CARD MISC	20240529-0032	TALOGY SUPPLIES	05/16/2024	06/11/2024	1	322	X	110.00
PCARDMISC	P CARD MISC	20240529-0033	ACA DUES	05/17/2024	06/11/2024	1	322	X	274.00
PCARDMISC	P CARD MISC	20240530	SOUTH FLORIDA TECH SOLUTIONS SUPPLIES	04/25/2024	06/11/2024	1	322	X	52.90
PCARDMISC	P CARD MISC	20240531	THUNDERBIRD AVIATION SUPPLIES	04/20/2024	06/11/2024	1	322	X	120.71
PCARDMISC	P CARD MISC	20240531-0001	AIRFLAIR SUPPLIES	04/20/2024	06/11/2024	1	322	X	89.43
PCARDMISC	P CARD MISC	20240531-0002	CITY OF CRESTON SUPPLIES	04/20/2024	06/11/2024	1	322	X	92.06
PCARDMISC	P CARD MISC	20240531-0003	CAPITAL CITY AIR SUPPLIES	04/20/2024	06/11/2024	1	322	X	111.37
PCARDMISC	P CARD MISC	20240531-0004	DENISON AVIATION SUPPLIES	04/24/2024	06/11/2024	1	322	X	57.29
PCARDMISC	P CARD MISC	20240531-0005	HAWTHORNE AVIATION SUPPLIES	04/24/2024	06/11/2024	1	322	X	85.36
PCARDMISC	P CARD MISC	20240531-0006	TDM INC SUPPLIES	05/01/2024	06/11/2024	1	322	X	98.66
PCARDMISC	P CARD MISC	20240531-0007	CITY OF VALENTINE SUPPLIES	05/04/2024	06/11/2024	1	322	X	94.87
PCARDMISC	P CARD MISC	20240531-0008	HEARTLAND AVIATION SUPPLIES	05/04/2024	06/11/2024	1	322	X	189.66
PCARDMISC	P CARD MISC	20240531-0009	HARRIS FUELING SUPPLIES	05/04/2024	06/11/2024	1	322	X	96.36
PCARDMISC	P CARD MISC	20240531-0010	HEARTLAND AVIATION SUPPLIES	05/04/2024	06/11/2024	1	322	X	153.70
PCARDMISC	P CARD MISC	20240531-0011	HANGAR 9 SUPPLIES	05/08/2024	06/11/2024	1	322	X	53.10
PCARDMISC	P CARD MISC	20240531-0012	HANGAR 9 SUPPLIES	05/08/2024	06/11/2024	1	322	X	160.55
PCARDMISC	P CARD MISC	20240531-0013	BEMIDJI AVIATION SUPPLIES	05/09/2024	06/11/2024	1	322	X	133.64
PCARDMISC	P CARD MISC	20240531-0014	HAWTHORNE AVIATION SUPPLIES	05/09/2024	06/11/2024	1	322	X	133.94
PCARDMISC	P CARD MISC	20240531-0015	TDM AVIATION SUPPLIES	05/14/2024	06/11/2024	1	322	X	136.06
PCARDMISC	P CARD MISC	20240531-0016	BELLE FOURCHE AVIATION SUPPLIES	05/16/2024	06/11/2024	1	322	X	214.25
PCARDMISC	P CARD MISC	20240531-0017	BUFFER PLAN SUPPLIES	04/19/2024	06/11/2024	1	322	X	240.00
PCARDMISC	P CARD MISC	20240531-0018	OPEN AI SUPPLIES	04/21/2024	06/11/2024	1	322	X	20.00
PCARDMISC	P CARD MISC	20240531-0019	OPEN AI SUPPLIES	04/21/2024	06/11/2024	1	322	X	20.00
PCARDMISC	P CARD MISC	20240531-0020	TWILIO CHARGES	05/03/2024	06/11/2024	1	322	X	89.95
PCARDMISC	P CARD MISC	20240531-0021	OPEN AI CHARGES	05/05/2024	06/11/2024	1	322	X	20.00
PCARDMISC	P CARD MISC	20240531-0022	TWILIO CHARGES	05/07/2024	06/11/2024	1	322	X	50.09
PCARDMISC	P CARD MISC	20240531-0023	INTUIT SUPPLIES	05/13/2024	06/11/2024	1	322	X	63.72

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PCARDMISC	P CARD MISC	20240531-0024	LINGO CHARGES	05/16/2024	06/11/2024	1	322	X	70.13
PCARDMISC	P CARD MISC	20240531-0025	GO DADDY CHARGES	05/17/2024	06/11/2024	1	322	X	199.98
PCARDMISC	P CARD MISC	20240531-0026	LINEDIN CHARGES	05/18/2024	06/11/2024	1	322	X	19.99
PCARDMISC	P CARD MISC	20240531-0027	AUSPEN SUPPLIES	05/09/2024	06/11/2024	1	322	X	77.74
PCARDMISC	P CARD MISC	20240603	ANET ATHLETIC SUPPLIES	04/19/2024	06/11/2024	1	322	X	95.64
PCARDMISC	P CARD MISC	20240603-0001	FAIRFIELD INN LODGING	04/25/2024	06/11/2024	1	322	X	321.00
PCARDMISC	P CARD MISC	20240603-0002	SPRINGHILL SUITES LODGING	05/07/2024	06/11/2024	1	322	X	114.00
PCARDMISC	P CARD MISC	20240603-0003	SPRINGHILL SUITES LODGING	05/07/2024	06/11/2024	1	322	X	119.00
PCARDMISC	P CARD MISC	20240603-0004	SPRINGHILL SUITES LODGING	05/07/2024	06/11/2024	1	322	X	259.61
PCARDMISC	P CARD MISC	20240603-0005	SPRINGHILL SUITES LODGING	05/07/2024	06/11/2024	1	322	X	259.61
PCARDMISC	P CARD MISC	20240603-0006	SPRINGHILL SUITES LODGING	05/07/2024	06/11/2024	1	322	X	259.61
PCARDMISC	P CARD MISC	20240603-0007	JAKES FOOD	05/15/2024	06/11/2024	1	322	X	184.40
PCARDMISC	P CARD MISC	20240603-0008	OLIVE GARDEN FOOD	05/16/2024	06/11/2024	1	322	X	235.30
PCARDMISC	P CARD MISC	20240603-0009	AMERICAN AIRLINES AIRFARE	04/18/2024	06/11/2024	1	322	X	442.20
PCARDMISC	P CARD MISC	20240603-0010	SURVEYMONKEY SUPPLIES	04/29/2024	06/11/2024	1	322	X	637.20
PCARDMISC	P CARD MISC	20240603-0011	SURVEYMONKEY SUPPLIES	04/29/2024	06/11/2024	1	322	X	318.60
PCARDMISC	P CARD MISC	20240603-0012	WALMART SUPPLIES	04/30/2024	06/11/2024	1	322	X	28.43
PCARDMISC	P CARD MISC	20240603-0013	QUALITY QUICK PRINT SUPPLIES	05/01/2024	06/11/2024	1	322	X	11.95
PCARDMISC	P CARD MISC	20240603-0014	STARTUP DUES	05/01/2024	06/11/2024	1	322	X	10.95
PCARDMISC	P CARD MISC	20240603-0015	CVENT SUPPLY CHAIN SUPPLIES	05/02/2024	06/11/2024	1	322	X	275.00
PCARDMISC	P CARD MISC	20240603-0016	PY HOUSE OF BRANDS SUPPLIES	05/07/2024	06/11/2024	1	322	X	583.92
PCARDMISC	P CARD MISC	20240603-0017	IN HOUSE OF BRANDS SUPPLIES	05/07/2024	06/11/2024	1	322	X	359.75
PCARDMISC	P CARD MISC	20240603-0018	IN HOUSE OF BRANDS SUPPLIES	05/07/2024	06/11/2024	1	322	X	20.07
PCARDMISC	P CARD MISC	20240603-0019	PY HOUSE OF BRANDS SUPPLIES	05/07/2024	06/11/2024	1	322	X	129.67
PCARDMISC	P CARD MISC	20240603-0020	CITY OF DESMET RENTAL	05/08/2024	06/11/2024	1	322	X	92.66
PCARDMISC	P CARD MISC	20240603-0021	HYVEE SUPPLIES	05/08/2024	06/11/2024	1	322	X	64.32
PCARDMISC	P CARD MISC	20240603-0022	WARDS STORE FOOD	05/08/2024	06/11/2024	1	322	X	111.78
PCARDMISC	P CARD MISC	20240603-0023	DELTA AIRFARE	05/10/2024	06/11/2024	1	322	X	39.99
PCARDMISC	P CARD MISC	20240603-0024	DELTA AIRFARE	05/10/2024	06/11/2024	1	322	X	49.99
PCARDMISC	P CARD MISC	20240603-0025	CVENT SUPPLY CHAIN REG	05/10/2024	06/11/2024	1	322	X	275.00
PCARDMISC	P CARD MISC	20240603-0026	DELTA AIRFARE	05/10/2024	06/11/2024	1	322	X	39.99
PCARDMISC	P CARD MISC	20240603-0027	DELTA AIRFARE	05/10/2024	06/11/2024	1	322	X	542.20
PCARDMISC	P CARD MISC	20240603-0028	DELTA AIRFARE	05/10/2024	06/11/2024	1	322	X	49.99
PCARDMISC	P CARD MISC	20240603-0029	ED PUZZLE SUPPLIES	05/02/2024	06/11/2024	1	322	X	11.50
PCARDMISC	P CARD MISC	20240603-0030	ED PUZZLE SUPPLIES	04/25/2024	06/11/2024	1	322	X	13.50
PCARDMISC	P CARD MISC	20240603-0031	HARPER COLLINS SUPPILES	05/08/2024	06/11/2024	1	322	X	(322.64)
PCARDMISC	P CARD MISC	20240603-0032	HERTZBERG SUPPLIES	05/17/2024	06/11/2024	1	322	X	539.10

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
								Report Total:	38,657.51

**WATERTOWN SCHOOL DISTRICT
PERSONNEL REPORT K-12
June 2024**

RESIGNATIONS

Catherine Drietz – 7th Grade Asst Volleyball Coach
Ron Stary – 60% Band Instructor, Intermediate School
Kristi Stevenson – Speech Language Pathologist, Lincoln
Kimberly Strohschein – Classroom Paraprofessional, Lincoln
Vincent Ramos – Grade 2 Instructor, Jefferson
Marcie Wallenmeyer – 8th Grade Math Instructor
Brooke Carter – ISS Supervisor, High School
Chelsea Paulsen – RTI Paraprofessional, Intermediate School
Arica Mack – Speech Language Pathologist Assistant, McKinley
Leah Sip – Family Support Specialist, McKinley
Amanda West – Elementary Art Instructor, Jefferson
Jacquelyn Chavez – ELL Paraprofessional, Lincoln
Matthew Bastian – Asst Principal, High School
Tanya Scheidt – K-12 Computer Technician, High School

CONTRACT RECOMMENDATIONS/ ADDENDUM

Andrine Ward – National Certificate Stipend - \$1,000.00
Krista McCorkle – National Certificate Stipend - \$1,000.00
Danielle Harms – LATC Dual Credit Stipend - \$750.00
Susan Fairchild – LATC Dual Credit Stipend - \$750.00
Kaitlynn Krack – LATC Dual Credit Stipend - \$750.00
Scott DeBoer – Dakota Dreams Academy - \$500.00
Katie Talsma – Elementary Instructor, Intermediate School - \$49,500.00
Lindsay Krause – JK Instructor, McKinley - \$49,500.00
Katlyn Gades – Elementary Instructor, Jefferson - \$53,140.00
Cheryl Honomichl – Math Instructor, Middle School - \$62,752.00
Amber Thomas – Assistant Principal, High School - \$82,000.00
Cecilia Paulsen – Elementary Art Instructor, Jefferson - \$49,500.00
Cecilia Paulsen - New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Katlyn Gades – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Katlyn Gades – Illustrative Math Training – 7 hours @ \$25/hour - \$175.00
Parker Schmidt – SIOP Training – 14 hours @ \$25/hour - \$350.00
Katie Talsma – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Katie Talsma – Illustrative Math Training – 7 hours @ \$25/hour - \$175.00
Katie Talsma – SIOP Training – 14 hours @ \$25/hour - \$350.00
Evan Stahlke – Assistant 7th Football Coach - \$2,784.00
Evan Stahlke – Head 7th Girls Basketball Coach - \$2,970.00
Evan Stahlke – Assistant 7th Boys Basketball Coach - \$2,784.00
Lindsey Krause – K-2 Reading Summer School Paraprofessional – 67.5 hours @ \$15/hour - \$1,012.50
Lily Breske – K-6 Special Education Summer School – 67.5 hours @ \$15.25/hour - \$1,029.38
Katie Talsma – 2-5 Math Summer School – 75 hours @ \$33/hour - \$2,475.00
Tori Lindgren – Summer School SLPA & EC– 20 @ \$33/hour - \$660.00
Penny Thyen – Curriculum Partner – 3 hours @ \$25/hour - \$75.00
Catherine Drietz – Dueck Work – 7 hours @ \$25/hour - \$175.00
Courtney Gaikowski – Social Studies Curriculum – 21 hours @ \$25/hour - \$525.00
Karen Olson – Social Studies Curriculum – 21 hours @ \$25/hour - \$525.00
Michelle Goens – SIOP Training – 14 hours @ \$25/hour - \$350.00
Kelsi Burnfeindt – SIOP Training – 14 hours @ \$25/hour - \$350.00
Jayden Engels – SIOP Training – 14 hours @ \$25/hour - \$350.00

Lindsay Krause – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00

Amy Brandriet – SIOP Training – 14 hours @ \$25/hour - \$350.00

Kim Rohde – Middle School Department Chair - \$596.00

Amy Howardson – Middle School Department Chair - \$596.00

Wade Taylor – Middle School Department Chair - \$596.00

Jennie Olson – Middle School Department Chair - \$596.00

Chad Rohde – Middle School Department Chair - \$596.00

Katie Kruse – Middle School Department Chair - \$596.00

Becky Zebroski – Middle School Department Co-Chair - \$298.00

Malory Hoffmann – Middle School Department Co-Chair - \$298.00

Mackenzie Buelow – High School Department Chair - \$895.00

John Hodorff – High School Department Chair - \$895.00

Chelsea Brink – High School Department Chair - \$895.00

Danielle Harms – High School Department Chair - \$895.00

Noelle Vainikka – High School Department Chair - \$895.00

Olivia Forman – High School Department Chair - \$895.00

Heather Fischer – High School Department Chair - \$895.00

Kaitlynn Krack – High School Department Chair - \$895.00

Jennifer Burns – High School Department Chair - \$895.00

Charles Welch – High School Department Chair - \$895.00

Jessica Jans – High School Department Chair - \$895.00

Stacey Meyer – State Mentor - \$1,500.00 stipend

Holly Paulson – State Mentor - \$1,500.00 stipend

Connie Korf – State Mentor - \$1,500.00 stipend

Denise Swenson – State Mentor - \$1,500.00 stipend

Jessica Stemwedel – State Mentor - \$1,500.00 stipend

Gary Maxwell – State Mentor - \$1,500.00 stipend

Keri Tisher – State Mentor - \$1,500.00 stipend

Holly Grimsrud – State Mentor - \$1,500.00 stipend

Kelsey Anderson – State Mentor - \$1,500.00 stipend

Jenny Berg – State Mentor - \$1,500.00 stipend

Chad Rohde – State Mentor - \$1,500.00 stipend

Michelle Mehlberg – State Mentor - \$1,500.00 stipend

Jennifer Burns – State Mentor - \$1,500.00 stipend

Charles Welch – State Mentor - \$1,500.00 stipend

Rosemary Bellum – State Mentor - \$1,500.00 stipend

Kyle Downey – State Mentor - \$1,500.00 stipend

Danielle Harms – State Mentor - \$1,500.00 stipend

Mariah Schelhaus-Jennings – State Mentor - \$1,500.00 stipend

Tammy Taecker – State Mentor - \$1,500.00 stipend

Sarah Kantrud – State Mentor - \$1,500.00 stipend

Erin Tammi – State Mentor - \$1,500.00 stipend

Sherisse Chilson – State Mentor - \$1,500.00 stipend

Jennie Olson – State Mentor - \$1,500.00 stipend

Erica Paulson – State Mentor - \$1,500.00 stipend

Becky Zebroski – State Mentor - \$1,500.00 stipend

Melissa Todd – State Mentor - \$1,500.00 stipend

Kim Rohde – State Mentor - \$1,500.00 stipend

Marcie Wallenmayer – State Mentor - \$1,500.00 stipend

Ron Stary – State Mentor - \$1,500.00 stipend

Scott Walker – State Mentor - \$1,500.00 stipend

Chelsea Brink – State Mentor - \$1,500.00 stipend

Ann DeSpiegler – Teacher Apprenticeship Mentor Stipend - \$250.00

Malory Hoffmann – Teacher Appreciation Mentor Stipend - \$250.00

Brenda Teske – Teacher Apprenticeship Mentor Stipend - \$250.00

Jennifer Flatten – Teacher Apprenticeship Mentor Stipend - \$250.00

Jennifer Doescher – Teacher Apprenticeship Mentor Stipend - \$250.00
Scott Davis – DD Miller Sound and Lighting - \$20.38/hour, not to exceed \$7,424.00
Scott Davis – HS One Act Play Asst Director - \$20.38/hour, not to exceed \$2,287.00
Scott Davis – HS Fall Play Asst Director - \$20.38/hour, not to exceed \$2,669.00
Scott Davis – HS Spring Play Asst Director - \$20.38/hour, not to exceed \$2,669.00
Julie Geerdes – MS Club Advisor - \$21.71/hour, not to exceed \$1,601.00
Karen Bossman – Head 7th Volleyball Coach - \$3,960.00
Emily Trupe – Head Girls Soccer Coach - \$5,871.00
Mark Vaux – Asst Girls Soccer Coach - \$4,121.00
Jayden Fiechtner – Asst Boys Soccer Coach - \$3,388.00
Corey Neale – Head Girls Golf Coach - \$5,469.00
Corey Neale – Head Boys Golf Coach - \$4,956.00
Vicky Fisher – Head Gymnastics Coach - \$16.79/hour, not to exceed \$7,919.00
Aaron Althoff – Asst Wrestling Coach - \$5,155.00
Aaron Althoff – Elementary Wrestling Coach - \$990.00
Dexter Gaikowski – Varsity Head Girls Wrestling Coach - \$6,906.00
Kaiya Poll – Asst Girls Wrestling Coach - \$4,455.00
Nicholas O'Connor – Asst Boys Wrestling Coach - \$4,618.00
Nicholas O'Connor – Elementary Wrestling Coach - \$768.00
Amber Degarmo – Asst 7th Grade Girls Basketball Coach - \$3,010.00
Thomas Mattingly – Head Sophomore Boys Basketball Coach - \$5,444.00
Thomas Mattingly – 8th Asst Football Coach - \$3,960.00
Carolyn Fraher – Varsity Competitive Dance Coach - \$5,012.00
Ryan Remmers – Arrow TV - \$2,599.00
Devon Fortin – Asst 9th Football Coach - \$3,452.00
Michelle Achterberg – HS Club Advisor - \$1,485.00
Mark Mahowald – MS Tennis Coach - \$1,856.00
Jesse Hauck – Girls Sophomore Basketball Coach - \$4,901.00
Evan Stahlke – Change from Asst 7th FB to Asst 8th FB Coach \$186.00 – Total contract \$60,319.00
Nathan Clark – Change from Head 7th FB to Head 8th FB Coach \$248.00 – Total contract \$70,742.00
Scott Bruning – Change from Asst 8th FB to Asst 7th FB Coach (-\$247.00) – Total contract \$72,548.00
Mark Iverson – Change from Asst 8th FB to Asst 7th FB Coach (-\$247.00) – Total contract \$82,547.00
Thomas Wilde – Change from Head 8th FB to Head 7th FB Coach (-\$248.00) – Total contract \$81,401.00
Parker Schmidt – Change from Asst 9th football to Asst Varsity – Total contract \$57,945.00
Sherri Remmers – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Ashley Moes – SIOP Training – 14 hours @ \$25/hour - \$350.00
Cheryl Honomichl – Math Curriculum – up to 40 hours @ \$25/hour - \$1,000.00
Cheryl Honomichl – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Cheryl Honomichl – Reveal Math Training – 7 hours @ \$25/hour - \$175.00
Cindy Wientjes – SIOP Training – 7 hours @ \$25/hour – 175.00
Anna Solum – Lane Change from BA to BA+16 \$1,290.00 – Total contract \$52,302.00
Haley Nelson – Illustrative Math Training – 7 hours @ \$25/hour - \$175.00
Mayce Kahnke – Social Studies Curriculum – 21 hours @ \$25/hour - \$525.00
Katie Talsma – Social Studies Curriculum – 21 hours @ \$25/hour - \$525.00
Hailey Full – Registrar Training – 40 hours @ \$19.62/hour - \$784.80
Jennifer Bender – 2024-2025 Communication & Marketing Services - \$10,000.00

AUTHORITY TO HIRE

Web Content Creator

6.2.3. Authority to Hire



WATERTOWN SCHOOL DISTRICT No. 14-4

Office of the Superintendent

P.O. Box 730 Watertown, SD 57201-0730
(605) 882-6312

Dr. Jeff Danielsen
Superintendent
Jeff.Danielsen@k12.sd.us

June 10, 2024

To: Watertown School Board
Fr: Jeff Danielsen
Re: Authority to Hire

The Watertown Administration seeks approval of an Authority to Hire from the Watertown School Board for the position of Web Content Creator at each of our seven (7) buildings. These would be considered under the Co-Curricular Salary Schedule portion of the Master Contract, and a Memorandum of Understanding with the Watertown Education Association has been secured for a period of one year to consider the merits of the positions.

These positions would be responsible for posting content to social media platforms for each building to help promote the good things happening in our schools. Any staff member at a given building could be considered for the position as long as they meet the requirements of the job. A job description is attached. These positions would report to the building principal as well as the district.

Extra duty amounts would be as follows for the positions, and the amounts are based off the average number of students served and the number of posts expected.

K-4 (4 positions) - \$1500
5-8 (2 positions) - \$2000
9-12 (1 position) - \$2500

The positions would be offered and filled prior to the start of the 2024-25 school year with the hope that postings could start in August of 2024 prior to school starting. Training would be given to staff filling these extra-curricular positions in order to facilitate the intended messaging from our schools.

WATERTOWN SCHOOL DISTRICT 14-4
JOB DESCRIPTION

Job Title: Web Content Creator, School/Program/Department

Date: June 2024

Reports To: Building/Department Supervisor with support from Community Relations Department

REQUIREMENTS: High School Diploma. Demonstrated and effective communication with verbal and written skill; problem solving, decision-making, quick-thinking and strong attentional organization and details. Constant hand-eye/mind-eye coordination, hearing; intermittent keyboarding, use of wrists, hands, fingers, speaking, typing and writing. Frequent filing, sitting, standing and walking.

JOB SUMMARY: Frequent social media user, with strong understanding of available platforms and how they should be used. "Creative eye" is a plus.

PERFORMANCE RESPONSIBILITIES:

1. Research, plan, photograph/video, and prepare well-structured written and visual content to promote the school/department. Content must be approved by the building/department supervisor prior to being posted on approved digital publishing platforms.
2. Market the need for content ideas to building staff.
3. Use school and district calendars to generate posts.
4. Edit and proofread written pieces before publication.
5. Promote content on social networks and monitor feedback/engagement (e.g. comments, concerns, and shares).
6. Use analytics to identify content most important to stakeholders based on needs/interests and respond by generating corresponding topics/features.
7. Use WSD and school logos, language, and materials to further brand identity.

WORKING CONDITIONS:

A. Inside

B. Climate controlled environment with some temperature variations. Typically, work is conducted in a comfortable environment.

C. Limited, but possible exposure to communicable diseases.

I have read and understand this job description and can fulfill the essential functions as listed.

Signature

Date

Print Name

WATERTOWN SCHOOL DISTRICT NO. 14-4
BID TABULATION – CHARTER BUS SERVICE
May 28, 2024 – 2:00 p.m.

2024-27

BIDDER	RATE PER MILE
Duenwald Transportation	<p>\$4.00 rate per mile. Rate per mile will increase 3% starting August 1, 2026. Fuel surcharge at \$3.25 per gallon. Cost per mile will increase \$.01 for every \$.05 fuel is above \$3.25 per gallon.</p> <p>\$650.00 minimum per day charge for bus usage.</p> <p>\$150.00 overnight cost for the driver, considering the District provides the room. Downtime charge will be \$19.50 per hour.</p> <p>\$125.00 flat rate deadhead fee per trip.</p>

Recommendation: Approve the bid received from Duenwald Transportation for a three-year contract under the terms and conditions noted above.

6.3.2. Authorize Notice of Appointment for School Board Election

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF CODINGTON)

WATERTOWN SCHOOL DISTRICT NOTICE OF APPOINTMENT

To:	<u>Donna Speidel</u>	Precinct Superintendent
	<u>Barb Weber</u>	Precinct Deputy
	<u>Marlys Lenning</u>	Precinct Deputy
	<u>Carina Little</u>	Precinct Deputy
	<u>Marsha Enderson</u>	Precinct Deputy
	<u>Cami Gottsleben</u>	Alternate

You are appointed as precinct election board members for the School Election. This election will be held at the Watertown High School, 200 - 9th Street NE, from 7:00 a.m. to 7:00 p.m., local time, on the 18th day of June, 2024.

If you are unable to serve, please contact the person in charge of the election immediately.

Dated this 10th day of June, 2024.

Heidi Clausen, Business Manager

6.5. Consider 2023-24 Supplemental Budget

2023-24 Supplemental Budget

WHEREAS, the District will incur costs that were not anticipated during the development of the budget, AND WHEREAS, the Watertown School District has received additional revenue or has identified the use of available cash reserves. BE IT RESOLVED, that the following supplemental budget modifications be incorporated into the District's 2023-24 operating budget:

General Fund

Revenue: Custodial Fund Revenue	\$445,000.00
ESSER III	\$51,930.00
State Aid	\$25,455.00
Title III	\$22,000.00
Use of Cash on Hand	\$45,215.00
	<hr/>
	\$589,600.00
Expenditures: Custodial Fund Expense	\$445,000.00
Salary & Benefits - Summer School	\$41,930.00
Salary & Benefits - Substitute Wages	\$45,215.00
Purchased Services - NTHS	\$25,455.00
Purchased Services - Strategic Planning	\$10,000.00
Supplies - Title III	\$22,000.00
	<hr/>
	\$589,600.00

Capital Outlay

Revenue: Contributions	\$200,000.00
Use of Cash on Hand	-\$80,000.00
	<hr/>
	\$120,000.00
Expenditures: Textbooks	\$115,000.00
Equipment - Piano - DD Miller Contribution	\$5,000.00
	<hr/>
	\$120,000.00

K-12 Nutrition Service

Revenue: Non-cash off-set - Pension	\$45,000.00
	<hr/>
	\$45,000.00
Expenditures: Pension Expense	\$45,000.00
	<hr/>
	\$45,000.00

Concessions

Revenue:	\$5,000.00
Non-cash off-set - Pension	\$5,000.00
Expenditures: Pension Expense	\$5,000.00
	<hr/>
	\$5,000.00

Driver's Education

Revenue: Non-cash off-set - Pension	\$7,000.00
	<hr/>
	\$7,000.00
Expenditures: Pension Expense	\$7,000.00
	<hr/>
	\$7,000.00

Lake Area Technical College

Revenue: Custodial Fund Revenue	\$275,000.00
Perkins - Title II	\$28,275.00
CTSO Program	\$155,000.00
Use of Cash on Hand	\$622,100.00
	<hr/>
	\$1,080,375.00
Expenditures: Custodial Fund Expense	\$275,000.00
Salary & Benefits - Aviation Maintenance Adjunct	\$3,500.00
Salary & Benefits - Pilot Adjunct	\$134,600.00
Purchased Services - AEL	\$10,000.00
Purchased Services - Diesel Program	\$7,500.00
Purchased Services - Pilot Program	\$110,000.00
Purchased Services - Advertising	\$102,000.00
Purchased Services - CTSO Program	\$155,000.00
Equipment - Perkins Funded	\$28,275.00
Equipment - Corporate Education	\$65,000.00
Supplies - Aviation Maintenance	\$6,000.00
Supplies - Diesel Program	\$10,000.00
Supplies - Pilot Program	\$46,500.00
Supplies - Corporate Education	\$25,000.00
Supplies - Parts Department	\$102,000.00
	<hr/>
	\$1,080,375.00

LATC Day Care

Revenue: Non-cash off-set - Pension	\$20,000.00
	<hr/>
	\$20,000.00
Expenditures: Pension Expense	\$20,000.00
	<hr/>
	\$20,000.00

LATC Bookstore Services

Revenue: Non-cash off-set - Pension	\$20,000.00
	<hr/>
	\$20,000.00
Expenditures: Pension Expense	\$20,000.00
	<hr/>
	\$20,000.00

LATC Nutrition Service

Revenue: Non-cash off-set - Pension	\$28,000.00
	<hr/>
	\$28,000.00
Expenditures: Pension Expense	\$28,000.00
	<hr/>
	\$28,000.00

Employee Benefit Trust

Revenue: Use of Cash on Hand	\$3,000,000.00
	<hr/>
	\$3,000,000.00
Expenditures: Claims	\$3,000,000.00
	<hr/>
	\$3,000,000.00

2023-24 Supplemental Budget

WHEREAS, the District will incur costs that were not anticipated during the development of the budget, AND
WHEREAS, the Watertown School District has received additional revenue or has identified the use of available cash
reserves. BE IT RESOLVED, that the following supplemental budget modifications be incorporated into the District's
2023-24 operating budget:

General Fund

Revenue: Custodial Fund Revenue	\$445,000.00	Requirement of GASB 84 - Custodial Funds - This is a non-cash expenditure to be reported on financials at FYE
ESSER III	\$51,930.00	
State Aid	\$25,455.00	GPL students attending NTHS
Title III	\$22,000.00	
Use of Cash on Hand	\$45,215.00	
	<hr/>	
	\$589,600.00	
Expenditures: Custodial Fund Expense	\$445,000.00	Requirement of GASB 84 - Custodial Funds - This is a non-cash expenditure to be reported on financials at FYE
Salary & Benefits - Summer School	\$41,930.00	Additional summer school support as off-set through ESSER III American Rescue Plan Funding
Salary & Benefits - Substitute Wages	\$45,215.00	
Purchased Services - NTHS	\$25,455.00	GPL students attending NTHS - off-set through State Aid
Purchased Services - Strategic Planning	\$10,000.00	Strategic Planning - off-set through ESSER III American Rescue Plan Funding
Supplies - Title III	\$22,000.00	
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	\$589,600.00	

Capital Outlay

Revenue: Contributions	\$200,000.00	First Premier contribution towards scoreboard
Use of Cash on Hand	-\$80,000.00	
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	\$120,000.00	
Expenditures: Textbooks	\$115,000.00	
Equipment - Piano - DD Miller Contribution	\$5,000.00	
	<hr/>	
	\$120,000.00	

K-12 Nutrition Service

Revenue: Non-cash off-set - Pension	\$45,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$45,000.00	
Expenditures: Pension Expense	\$45,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$45,000.00	

Concessions

Revenue:	\$5,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
Non-cash off-set - Pension	\$5,000.00	
Expenditures: Pension Expense	\$5,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$5,000.00	

Driver's Education

Revenue: Non-cash off-set - Pension	\$7,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$7,000.00	
Expenditures: Pension Expense	\$7,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
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	\$7,000.00	

Lake Area Technical College

Revenue: Custodial Fund Revenue	\$275,000.00	Requirement of GASB 84 - Custodial Funds - This is a non-cash expenditure to be reported on financials at FYE
Perkins - Title II	\$28,275.00	
CTSO Program	\$155,000.00	
Use of Cash on Hand	\$622,100.00	
	<hr/>	
	\$1,080,375.00	
Expenditures: Custodial Fund Expense	\$275,000.00	Requirement of GASB 84 - Custodial Funds - This is a non-cash expenditure to be reported on financials at FYE
Salary & Benefits - Aviation Maintenance Adjunct	\$3,500.00	
Salary & Benefits - Pilot Adjunct	\$134,600.00	
Purchased Services - AEL	\$10,000.00	
Purchased Services - Diesel Program	\$7,500.00	
Purchased Services - Pilot Program	\$110,000.00	
Purchased Services - Advertising	\$102,000.00	
Purchased Services - CTSO Program	\$155,000.00	
Equipment - Perkins Funded	\$28,275.00	
Equipment - Corporate Education	\$65,000.00	
Supplies - Aviation Maintenance	\$6,000.00	
Supplies - Diesel Program	\$10,000.00	
Supplies - Pilot Program	\$46,500.00	
Supplies - Corporate Education	\$25,000.00	
Supplies - Parts Department	\$102,000.00	
	<hr/>	
	\$1,080,375.00	

LATC Day Care

Revenue: Non-cash off-set - Pension	\$20,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$20,000.00	
Expenditures: Pension Expense	\$20,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$20,000.00	

LATC Bookstore Services

Revenue: Non-cash off-set - Pension	\$20,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$20,000.00	
Expenditures: Pension Expense	\$20,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$20,000.00	

LATC Nutrition Service

Revenue: Non-cash off-set - Pension	\$28,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
	<hr/>	
	\$28,000.00	
Expenditures: Pension Expense	\$28,000.00	Requirement of GASB 68 - Pension Expense - This is a non-cash expenditure to be reported on financials at FYE
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	\$28,000.00	

Employee Benefit Trust

Revenue: Use of Cash on Hand	\$3,000,000.00	Estimated claims to date to be reported on financials at FYE
	<hr/>	
	\$3,000,000.00	
Expenditures: Claims	\$3,000,000.00	Estimated claims to date to be reported on financials at FYE
	<hr/>	
	\$3,000,000.00	

6.6. Consider Employee Assistance Program Recommendation



WATERTOWN SCHOOL DISTRICT No. 14-4

Office of the Assistant Superintendent

P.O. Box 730 Watertown, SD 57201-0730

(605) 882-6312

Mr. Derek Barrios

Assistant Superintendent

Derek.Barrios@k12.sd.us

May 28, 2024

Employee Assistance Program Recommendation

The Watertown School District received four different proposals to meet the school policy GBGC – Employee Assistance Program. The term of the agreement will be from July 1, 2024 – June 30, 2027.

Agency	Rate of Service	Service & Hours
Firefly Counseling	\$85/hour	8:30 - 5:00 Mon-Thurs. Fri by appointment only.
HSA	\$175/hour	8:00 - 7:30 Mon - Wed 8:00 - 7:00 Thurs 8:00 - 5:00 Friday
Aspen Counseling	\$125/hour	8:00 – 5:00 Mon - Fri
Bridgeway Counseling	\$130/hour	8:00 - 5:00 Mon - Fri

I recommend that we accept the proposal from Firefly Counseling to provide Employee Assistance Services for the Watertown School District.

Respectfully submitted,

Derek Barrios

Assistant Superintendent

South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The Watertown School District has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on June 14, 2021. As indicated by the signature below, the authorizing official acknowledges the district will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.

Signature of Authorized Official – Special Education Director

Date 6/10/24

Jennifer Bollinger 200 9th St NE Watertown, South Dakota 57201 605-882-6398

Send comprehensive plan to the following address:

Department of Education
Special Education Programs
800 Governor's Drive
Pierre, SD 57501

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district will make available to all children with disabilities residing in the district between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02
- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02
- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01
- FAPE- methods and payments; 300.103; ARSD 24:05:19:08
- Residential placement; 300.104; ARSD 24:05:19:08
- Assistive technology; 300.105; ARSD 24:05:27:20, ARSD 24:05:27:18, ARSD 24:05:27:19
- Extended school year services; 300.106; ARSD 24:05:25:26
- Nonacademic services; 300.107; ARSD 24:05:28:06
- Physical education; 300.108; ARSD 24:05:28:08
- Program options; 300.110; ARSD 24:05:28:04
- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The Watertown School District will make FAPE available to all students with disabilities who reside within the boundaries of the district between the ages of 3 and 21 years of age. This includes any student with a disability who has been suspended or expelled. All eligible preschool aged students will have FAPE made available to them by their third birthday, including those whose birthdays fall during the summer months.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

One exception to the age range of FAPE is the special education student turning 21 during the school year who would continue to have free school privileges during the duration of that school year. Another exception is that children younger than age 3 who qualify for prolonged assistance will receive special education and related services, despite not yet being age 3.

- FAPE- methods and payments; 300.103; ARSD 24:05:19:08

The school district may apply whatever Federal, State, local, and private funds are available to meet its obligations for the provision of FAPE and must ensure that FAPE is provided at no cost to parents and without delay – even if the sources of funding are still being determined. However, this does not relieve any insurer or similar third party from its responsibility to pay for otherwise valid obligations.

- Residential placement; 300.104; ARSD 24:05:19:08

When necessary, the school district will provide FAPE to students with disabilities through a public or private residential program at no cost to the parents.

- Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19

When necessary for FAPE, the school district will provide assistive technology to students with disabilities and the evaluation for such at no cost to the parents. This may include assistive technology to be used at home, when that is determined to be essential for FAPE on a case by case basis.

- Extended school year services; 300.106; ARSD 24:05:25:26

When necessary for FAPE, the school district will provide extended school year services to students with disabilities at no cost to the parents.

- Nonacademic services; 300.107; ARSD 24:05:28:06

To the maximum extent possible, the school district will ensure that students with disabilities are allowed to participate with non-disabled peers during nonacademic services such as extracurricular activities, meals and recess. If supplementary aids and services are necessary to achieve this integration, the school district will provide them.

- Physical education; 300.108; ARSD 24:05:28:08

To the maximum extent possible, the school district will allow students with disabilities to participate in physical education classes with non-disabled peers unless a student requires specially designed physical education in the child's IEP.

- Program options; 300.110; ARSD 24:05:28:04

To the maximum extent possible, the school district will ensure that students with disabilities have access to the same program options as students without disabilities, such as art, music, consumer education, and vocational education.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The district will have in effect policies and procedures, demonstrating that the district has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and include a timetable for accomplishing that goal.

The Watertown School District, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with disabilities, aged birth through twenty-one. The district will review data annually (ex. state performance plan indicators, state and district wide assessments, criterion based measurements) to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district must have in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Specific reference in the narrative to include:

- Use of the term developmental delay; ARSD 24:05:24.01:09
- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01
- Children who are highly mobile, including migrant children, 300.111(c)(2); ARSD 24:05:22:01

The Watertown School District, has in effect policies and procedures to ensure that all children with disabilities who reside within the boundaries of the district and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend private schools within the jurisdiction of the district. Child find includes our ongoing efforts to identify pre-school and school age students with disabilities through our referral and evaluation procedures, as well as our periodic screening of preschoolers who may be experiencing developmental delays.

Use of the term developmental delay; ARSD 24:05:24.01:09

A student three, four, or five years old may be identified as a student with a disability if the student has one of the major disabilities or if the student experiences a severe delay in development and needs special education and related services. A student with a severe delay in development functions at a developmental level two or more standard deviations below the mean in any one area of development specified in this section or 1.5 standard deviations below the mean in two or more areas of development. The areas of development are cognitive development, physical development, communication development, social or emotional development, and adaptive development.

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01

The district ensures that children who may be suspected having a disability, and in need of special education, even though they are advancing from grade to grade are subject to child find requirements.

- Children who are highly mobile, including migrant children, 300.111(c)(2).

The district ensures that children who reside within the school district and are highly mobile, including migrant children, are subject to child find requirements.

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district will ensure that an individualized education plan (IEP), or an individual family service plan (IFSP) that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with 34 C.F.R. §§ 300.320 – 300.324, except as provided in 300.300(b)(3)(ii). Specific reference must include:

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03
- Transition services; 300.320(b); ARSD 24:05:27:13.02
- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03
- The IEP team; 300.321; ARSD 24:05:27:01.01
- Parent participation in the IEP; 300.322; ARSD 24:05:25:16
- When the IEP must be in effect; 300.323; ARSD 24:05:25:22
- Development of the IEP; 300.324; ARSD 24:05:27:01.02
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

The Watertown School District ensures that each identified student with a disability has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students with disabilities in our district will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03

The district will ensure that each student's individualized education program shall include:

(1) A statement of the student's present levels of academic achievement and functional performance, including:

(a) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students); or

(b) For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities;

(2) A statement of measurable annual goals, including academic and functional goals, designed to:

(a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and

(b) Meet each of the student's other educational needs that result from the student's disability;

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives;

(3) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:

(a) To advance appropriately toward attaining the annual goals;

(b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and

(c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section;

(4) An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section;

(5) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:

- (a) The student cannot participate in the regular assessment; and
- (b) The particular alternate assessment selected is appropriate for the student;

(6) The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications;

(7) A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;

(8) Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:

- (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and

- (b) The transition services (including courses of study) needed to assist the student in reaching those goals; and

(9) Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- Transition services; 300.320(b); ARSD 24:05:27:13.02

On or before a student turns 16 years of age, the district will ensure that each student's individualized education program shall include:

Transition services that are a coordinated set of activities for a student with a disability, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based on

the individual student's needs, taking into account the student's strengths, preferences and interests, and shall include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the district ensures that each student's individualized education program will include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- The IEP team; 300.321; ARSD 24:05:27:01.01

The district ensures that the IEP team for each student with disabilities include the following members:

- (1) The parents of the student;
- (2) Not less than one regular education teacher of the student if the student is, or may be, participating in the regular education environment;
- (3) Not less than one special education teacher of the student or, if appropriate, at least one special education provider of the student;
- (4) A representative of the school district who:
 - (a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - (b) Is knowledgeable about the general education curriculum; and
 - (c) Is knowledgeable about the availability of resources of the school district;
- (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section;

(6) At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student including related services personnel as appropriate;

(7) If appropriate, the student; and

(8) Transition services participants as described in §§ 24:05:25:16.01 and 24:05:25:16.02.

The determination of the knowledge or special education expertise of any individual described in this section shall be made by the party (parents or district) who invited the individual to be a member of the IEP team. A district may designate another district member of the IEP team to also serve as the district representative, if the criteria in this section are satisfied.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

The district ensures that one or both parents of the child are present at each IEP team meeting or are afforded the opportunity to participate. The district shall notify parents of the meeting early enough to ensure that they will have an opportunity to attend, scheduling the meeting at a mutually agreed-upon time and place. The notice to the parents shall state the purpose, time, and location of the IEP team meeting and who will be in attendance and inform the parents of the provisions relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child, including information related to the participation of the Part C service coordinator or other representatives of the Part C system at the initial IEP Team meeting for a child previously served under Part C of the IDEA.

If a purpose of the IEP team meeting is the consideration of postsecondary goals and transition services for a student, the notice must also address the provisions of § 24:05:25:16.01.

If parents cannot attend, the district shall use other methods to ensure participation, including individual or conference telephone calls consistent with § 24:05:27:08.04.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

The district ensures if the child is determined to be in need of special education or special education and related services, the IEP team shall develop an appropriate individual education program for the child. At the beginning of each school year thereafter, the district must have in effect an IEP for each child with disabilities within its jurisdiction. For children beginning at age

three, an IEP shall be in effect by that date. If a child's third birthday occurs during the summer, the IEP team shall determine the date when services under the IEP will begin.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

The district ensures in developing, reviewing, and revising each student's individualized education program, the team shall consider the strengths of the student and the concerns of the parents for enhancing the education of their student, the results of the initial or most recent evaluation of the student, the academic, developmental, and functional needs of the student. The individualized education program team also shall:

(1) In the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior;

(2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's individualized education program;

(3) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student;

(4) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and

(5) Consider whether the student requires assistive technology devices and services.

The regular education teacher of a student with a disability, as a member of the individualized education program team, must, to the extent appropriate, participate in the development, review, and revision of the student's individualized education program, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student consistent with subdivision 24:05:27:01.03(3).

Nothing in this section requires the team to include information under one component of a student's individualized education program that is already contained under another component of the student's individualized education program. No additional information may be required to be included in a student's IEP beyond what is explicitly required in this section.

- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

For children with hearing impairments, including deafness, in need of special education who wear hearing aids in school, the district ensures the IEP team shall include, as a related service, a monitoring schedule in the individual educational program to ensure the proper functioning of these corrective devices.

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district will ensure that, to the maximum extent appropriate, children with disabilities, including those in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature and severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Specific reference must include:

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02
- Placements; 300.116; ARSD 24:05:28:03
- Non-academic settings, 300.117; ARSD 24:05:28:06
- Children in public or private institutions; 300.118; ARSD 24:05:28:07
- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11
- Monitors placements, 300.120; ARSD 24:05:28:12

The district ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02
 1. Regular educational programs with modification;

- 2.Resource rooms;
- 3.Self-contained programs;
4. Separate day school programs;
5. Residential school programs;
- 6.Home and hospital programs;
- 7.Other settings.

For each of the programs listed in this section, the IEP team shall determine the extent to which related services are required in order for the child to benefit from the program. The length of the school day shall be equal in duration to that of a regular public school day unless an adjusted school day is required in order to meet the individual needs of the child. The IEP team shall provide for supplementary services, such as resource room or itinerant instruction to be provided in conjunction with regular class placement as applicable.

In those cases where placement is made in a separate day school program or residential school program, the district may abide by the school term of the facility in which the child is placed based on the individual needs of the child.

- Placements; 300.116; ARSD 24:05:28:03

The IEP team will ensure the following:

1. Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program;
2. Provisions are made for appropriate classroom or alternative settings necessary to implement a child's individual education program;
3. Unless a child's individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled. Other placement shall be as close as possible to the child's home;
4. Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and
5. A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modifications in the general education curriculum.

- Non-academic settings, 300.117; ARSD 24:05:28:06

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities listed in this chapter, the school district shall develop and implement procedures which ensure that each child in need of special education or special education and related services participates with children without disabilities in those services and activities to the maximum extent appropriate to the needs of that child. The district shall ensure that each child with a disability has the supplementary aids and services determined by the child's IEP team to be appropriate and necessary for the child to participate in nonacademic settings.

- Children in public or private institutions; 300.118; ARSD 24:05:28:07

The school district through its IEP team and individual education program procedures, will ensure that children placed in public or private institutions or other care facilities are educated with children who are not disabled to the maximum extent appropriate.

- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

The district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities.

- Monitors placements, 300.120; ARSD 24:05:28:12

The district will submit data to the State for the purpose of monitoring educational placements for students with disabilities on an annual basis.

SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

The district will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 C.F.R. §§300.500 through 300.536, and consistent with South Dakota Administrative Rule. Specific reference must include:

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

The district ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document.

The district will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outlined in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The district posts a copy of the procedural safeguards document on its website in both English and Spanish to afford access to the public.

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

The district ensures the parents of a child in need of special education or special education and related services shall be afforded an opportunity to inspect and review all education records

concerning the identification, evaluation, and educational placement of the child and the provisions of a free appropriate public education to the child.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

The district ensures a parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district subject to the conditions in this section.

Each district shall provide to parents, upon written request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations specified in this section.

If a parent requests an independent educational evaluation, the district may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent may not be required and the district may not unreasonably delay either providing the independent educational evaluation at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.

The district will provide to the parents, upon written request for an IEE, evaluator qualification, geographical boundaries to obtain the IEE and cost. The district will allow parent to demonstrate unique circumstances to justify deviating from IEE criteria.

If the parent requests an independent educational evaluation at public expense, the district must, without unnecessary delay, either file a due process complaint to request a hearing under this chapter to show that its evaluation is appropriate, or ensure that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria. If the district files a due process complaint to request a hearing under this chapter and the final decision is that the evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.

A parent is entitled to only one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

If the parent obtains an independent educational evaluation at public expense or shares with the district an evaluation obtained at private expense, the results of the evaluation must be considered by the district, if it meets district criteria, in any decision made with respect to the provision of a free appropriate public education to the child and may be presented by any party as evidence at a hearing under this chapter regarding that child.

If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation must be at public expense. If an independent evaluation is made at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the district uses when it initiates an evaluation to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Each district shall provide to parents, on request, information about where an independent educational evaluation may be obtained.

For the purposes of this section, the term, independent education evaluation, means an evaluation conducted by a qualified examiner who is not employed by the district responsible for the education of the child in question. For purposes of this section, the term, public expense, means that the district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent consistent with §§ 24:05:14:01 to 24:05:14:01.05, inclusive.

Except for the criteria described in this section, a district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

The district ensures prior written notice must be given to the parents five days before the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child. The five-day notice requirement may be waived by the parents.

- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02

The district ensures a copy of the procedural safeguards is available to the parents of a child with a disability must be given to the parents only one time a school year, except that a copy must also be given to the parent:

- (1) Upon initial referral or parental request for evaluation;
- (2) Upon request by a parent;
- (3) In accordance with the discipline procedures in chapters 24:05:26 and 24:05:26.01;
and
- (4) Upon receipt of the first state complaint under chapter 24:05:15 and first due process complaint under this chapter in a school year.

A district may place a current copy of the procedural safeguards notice on its internet website if a website exists.

The district ensures the procedural safeguards notice must include a full explanation of all of the procedural safeguards available under this article and the state complaint procedures relating to:

- (1) Independent educational evaluation;
- (2) Prior written notice;
- (3) Parental consent;
- (4) Access to educational records;
- (5) Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
 - (a) The time period in which to file a complaint;
 - (b) The opportunity for the district to resolve the complaint; and
 - (c) The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;
- (6) The child's placement during pendency of any due process complaint;
- (7) Procedures for students who are subject to placement in an interim alternative educational setting;
- (8) Requirements for unilateral placement by parents of children in private schools at public expense;

- (9) The availability of mediation;
- (10) Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
- (11) Civil actions, including the time period in which to file those actions; and
- (12) Attorneys' fees.

The form of the notice must be consistent with § 24:05:30:06, including written evidence that the requirements in this section have been met.

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03

The district ensures a parent of a child with a disability may elect to receive notices required by this chapter by an electronic mail communication.

- Availability of mediation; 300.506; ARSD 24:05:30:09

The district shall ensure that procedures are established and implemented to allow parties to disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

(1) The district shall ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party's right to a hearing on a parent's due process complaint, or to deny any other rights afforded under this article; and

(2) The mediation conference is an intervening, informal process conducted in a non-adversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

The state shall bear the cost of the mediation process, including the costs of meetings.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

A parent or the district may file a due process complaint on any matters relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child.

- Resolution process; 300.510; ARSD 24:05:30:08.09-.12

Within 15 days of receiving notice of the parent's due process complaint, and before the initiation of a due process hearing under this chapter, the district shall convene a meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint. The meeting:

- (1) Shall include a representative of the district who has decision-making authority on behalf of the district; and
- (2) May not include an attorney of the district unless the parent is accompanied by an attorney.

The parent and district shall determine the relevant members of the IEP team to attend the meeting.

The purpose of the resolution meeting is for the parent of the child to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process complaint.

The resolution meeting need not be held if:

- (1) The parent and the district agree in writing to waive the meeting; or
- (2) The parent and the district agree to use the mediation process described in this chapter.

If the district has not resolved the due process complaint to the satisfaction of the parent within 30 days of the receipt of the due process complaint, the due process hearing may occur.

Except as provided in § 24:05:30:08.14, the timeline for issuing a final decision in a due process hearing begins at the expiration of the 30-day period.

Except where the parties have jointly agreed to waive the resolution process or to use mediation, notwithstanding the above two paragraphs, the failure of the parent filing a due process complaint to participate in the resolution meeting delays the timelines for the resolution process and due process hearing until the meeting is held.

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

If a due process complaint is received under this chapter, the parents or the district involved in the dispute shall have an opportunity for an impartial due process hearing, consistent with the procedures in this article.

- Hearing rights; 300.512; ARSD 24:05:30:12

Any party to a hearing, under this chapter or chapters 24:05:26 and 24:05:26.01, has the right to:

(1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a non-attorney at a hearing;

(2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;

(3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;

(4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and

(5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory council and shall make those findings and decisions available to the public.

Parents involved in hearings must be given the right to have the child who is the subject of the hearing present and open the hearing to the public. The record of the hearing and the findings of fact and decisions must be provided at no cost to the parents.

- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11

A parent or the district, if aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01, may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to

the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

- (1) Shall review the records of the administrative proceedings;
- (2) Shall hear additional evidence at the request of a party; and
- (3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

- Status of child during due process proceedings; 300.518; ARSD 24:05:30:14

Except as provided in chapters 24:05:26 and 24:05:26.01, during the pendency of any administrative hearing or judicial proceeding regarding a due process complaint notice requesting a due process hearing pursuant to this chapter, the child involved must remain in the present educational placement unless the state or school district and the parents agree otherwise. If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.

If the complaint involves an application for initial services under this article from a child who is transitioning from Part C of the IDEA to Part B and is no longer eligible for Part C services because the child has turned three, the district is not required to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services,

then the district must provide those special education and related services that are not in dispute between the parent and the district.

If the decision of a hearing officer in a due process hearing agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parents for purposes of pendency.

- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15

The district shall establish procedures for the assignment of a surrogate parent to ensure that the rights of a child are protected if no parent, as defined in § 24:05:13:04, can be identified and the district, after reasonable effort, cannot locate a parent or if the child is a ward of the state or the child is an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act, as amended to January 1, 2009. A district's method for determining whether a child needs a surrogate parent must include the following:

1. The identification of staff members at the district or building level responsible for referring students in need of a surrogate parent;
2. The provision of in-service training on the criteria in this section for determining whether a child needs a surrogate parent; and
3. The establishment of a referral system within the district for the appointment of a surrogate parent.

If a child is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, if the surrogate meets the requirements of this section.

The district superintendent or designee shall appoint surrogate parents.

The district shall ensure that a person selected as a surrogate has no personal or professional interest that conflicts with the interest of the child the surrogate represents and has knowledge and

skills that ensure adequate representation of the child. The district is responsible for the training and certification of surrogate parents and shall maintain a list of persons who may serve as surrogate parents.

A person assigned as a surrogate may not be an employee of the department, district, or any other agency that is involved in the education or care of the child.

If a child is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents, without regard to the nonemployee provision above, until a surrogate parent can be appointed who meets all of the requirements of this section.

A person who otherwise qualifies to be a surrogate under the provisions of this section is not an employee of the agency solely because the person is paid by the agency to serve as a surrogate parent.

The surrogate parent may represent the student in all matters relating to the identification, evaluation, educational placement, and provision of FAPE to the students.

- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01

Consistent with state law, when a child with a disability reaches the age of majority that applies to all children, except for an eligible child who has been determined to be incompetent, the following shall occur:

(1) The school district shall provide any notice required by this article to both the individual and the parents;

(2) All other rights accorded to parents under this article transfer to the child; and

(3) All rights accorded to parents under this article transfer to children who are incarcerated in an adult or juvenile, state, or local correctional institution.

If a state transfers rights under this section, the district shall notify the individual and the parents of the transfer of rights. If, consistent with state law, an eligible child is determined not to

have the ability to provide informed consent with respect to the educational program of the child, the district shall appoint the parent or, if the parent is not available, another appropriate individual to represent the educational interests of the child throughout the child's eligibility under this article.

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the district, the parent, and relevant members of the student's IEP team, as determined by the parent and the district, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- (1) Whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or

- (2) Whether the conduct in question was the direct result of the district's failure to implement the IEP.

The conduct must be determined to be a manifestation of the student's disability if the district, the parent, and relevant members of the student's IEP team determine that a condition in either subdivision (1) or (2) of this section was met.

If the district, the parent, and relevant members of the student's IEP team determine that the condition described in subdivision (2) of this section was met, the district shall take immediate steps to remedy those deficiencies.

Determination of setting; 300.531; ARSD 24:05:26:09.2

The student's IEP team shall determine the interim alternative educational setting in which a student is placed under §§ 24:05:26:08.01, 24:05:26:02.01, and 24:05:26:09.05.

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
The parent of a child with a disability who disagrees with any decision regarding:

1. placement under these procedures, or
2. the manifestation determination

may request a hearing by filing a due process complaint consistent with this document.

The district that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or others may request a hearing by filing a due process complaint consistent with this document.

- Placement during appeals; 300.533; ARSD 24:05:26:09.06

A removal of a child with a disability from the child's current educational placement is a change of placement if:

1. The removal is for more than 10 school days in a row; or
2. The child has been subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than 10 school days in a school year;
 - b. The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 - c. Of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

The district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

A student who has not been determined to be eligible for special education and related services under this article and who has engaged in behavior that violated any rule or code of conduct of the school district, including any behavior described in this chapter, may assert any of the protections provided for in this article if the school district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred. A school district is deemed to have knowledge that a student is a student with a disability if:

1 The parent of the student has expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services;

2 The parent of the student has requested an evaluation of the student pursuant to this article; or

3. The teacher of the student, or other personnel of the district or other public agency has expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of the district or to other supervisory personnel of the district.

A district is not deemed to have knowledge that the student is a student with a disability under this section, if the parent of the student has not allowed an evaluation of the student pursuant to this article, or has refused services under this article, or the district conducted an evaluation consistent with this article and determined that the student was not a student with a disability.

If the district does not have knowledge that a student is a student with a disability before taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as measures applied to students without disabilities who engaged in comparable behaviors consistent with this chapter.

If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures under this chapter, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability taking into consideration information from the evaluation conducted by the district and information provided by the parents, the district shall provide special education and related services in accordance with the provisions of this article including the discipline procedures and free appropriate public education requirements.

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

The district reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

For purposes of removal of a student with a disability from the student's current educational placement under this chapter, a change of placement occurs if:

1. The removal is for more than ten consecutive school days; or
- 2 . The student is subjected to a series of removals that constitute a pattern because:
 - a.. They cumulate to more than ten school days in a school year;
 - b .Of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another; and
 - c. The student's behavior is substantially similar to the student's behavior in incidents that resulted in the series of removals.

The public agency determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district and all member schools/districts will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311. Specific references must include:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01
- Initial evaluations; 300.301; ARSD 24:05:25:03
- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03
- Re-evaluations; 300.303; ARSD 24:05:25:06
- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04
- Determining eligibility; 300.306; ARSD 24:05:25:04.03

- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

The Watertown School District ensures that all children with disabilities are evaluated in accordance with the following regulatory provisions:

Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01 ARSD.

1. Nondiscriminatory practices. Assessments and other evaluation materials used for the purpose of evaluation and placement of children with disabilities must be selected and administered so as not be racially or culturally discriminatory.
2. Parental consent for initial evaluation. Any school district proposing to conduct an initial evaluation to determine whether a child qualifies as a child with a disability shall, after providing notice consistent with district policies and procedures for procedural safeguards, obtain informed consent from the parent of the child before conducting the evaluation.

Parental consent for initial evaluation may not be construed as consent for initial provision of special education and related services.

The school district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability.

To meet the reasonable efforts requirement in this section, the district shall document its attempts to obtain parental consent using procedures such as detailed records and dates of telephone calls, correspondence, and home or place of employment visits.

a. Consent, as used in this article, the term consent, means:

- (1) The parent has been fully informed of all information relevant to the activity for which consent is sought, in the parent's native language, or other mode of communication;

(2) The parent understands and agrees in writing to the carrying out of the activity for which the parent's consent is sought, and the consent describes that activity and lists the records, if any, that will be released and to whom;

(3) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime;

(4) If a parent revokes consent, that revocation is not retroactive, it does not negate an action that has occurred after the consent was given and before the consent was revoked; and

(5) If the parent revokes consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the local education agency is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

b. Consent for ward of the state. For initial evaluations only, if the child is a ward of the state and is not residing with the child's parent, the school district is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if:

(1) Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent of the child;

(2) The rights of the parents of the child have been terminated in accordance with state law; or

(3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

To meet the reasonable efforts requirement in this section, the district shall document its attempts to obtain parental consent using procedures such as detailed records and dates of telephone calls, correspondence, and home or place of employment visits.

c. Use of procedural safeguards to obtain parental consent. If the parent of a child enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation under this section, or the parent fails to respond to a request to provide consent, the district may, but is not required to, pursue the initial evaluation of the child by using the procedural safeguards in article 24:05, including the mediation procedures or the due process procedures, if appropriate, except to the extent inconsistent with state law relating to such parental consent.

The school district does not violate its obligation under child find in article 24:05 and the requirements in this chapter regarding parental consent, evaluation, and reevaluation if the district declines to pursue the evaluation.

d. Other consent requirements. Other consent requirements include the following:

(1) Parental consent is not required before:

- (a) Reviewing existing data as part of an evaluation or a reevaluation; or
- (b) Administering a test or other evaluation that is administered to all children unless, before administration of the that test or evaluation, consent is required of parents of all children;

(2) A school district may not use a parent's refusal to consent to one service or activity under this section to deny the parent or child any other service, benefit, or activity of the school district, except as required by article 24:05;

(3) If a parent of a child who is receiving alternative instruction under SDCL 13-27-3 or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or if the parent fails to respond to a request to provide consent, the school district may not use the consent override procedures described in district policies for procedural safeguards, including mediation and due process hearing procedures. The school district is not required to consider the child as eligible for services under district policy for children voluntarily enrolled in nonpublic schools.

Initial evaluations; (Preplacement evaluations, ARSD 24:05:25:03)

1. Preplacement evaluation. Before any action is taken concerning the initial placement of a child with disabilities in a special education program, a full and individual initial evaluation of the child's educational needs must be conducted in accordance with the requirements of this chapter. Initial evaluations must be completed within 25 school days after receipt by the district of signed parent consent to evaluate unless other timelines are agreed to by the school administration and the parents.

Written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed within 30 calendar days from the end of the 25 school day evaluation timeline. If another timeline for completing the evaluation process is agreed to by the parent and school administration, the written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed within 30 days from the end of agreed upon evaluation timeline.

Consistent with the consent requirements in this section, either a parent of a child or a school district may initiate a request for an initial evaluation to determine whether the child is a child with a disability.

Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services.

Re-evaluations; 300.303; ARSD 24:05:25:06

1. Reevaluations. A school district shall ensure that a reevaluation of each child with a disability is conducted in accordance with this chapter if the district determines that the educational or related service needs, including improved academic achievement and functional performance of the child, warrant a reevaluation, or if the child's parents or teacher requests a reevaluation.

A reevaluation conducted under this section may occur not more than once a year, unless the parent and district agree otherwise, and must occur at least once every three years, unless the parent and the district agree that a reevaluation is unnecessary.

Reevaluations must be completed within 25 school days after receipt by the district of signed consent to reevaluate unless other time limits are agreed to by the school administration and the parents consistent with district policy.

Each school district shall follow the procedures for determining needed evaluation data when reevaluating a student for the additional purposes of:

- (1) Determining whether the child continues to have a disability and determining the educational needs of the child.
- (2) Determining the present levels of academic achievement and related developmental needs of the child;
- (3) Determining whether the child continues to need special education and related services; and
- (4) Determining whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP and to participate, as appropriate, in the general education curriculum.

If no additional data are needed to determine continuing eligibility and the child's educational needs, the district shall notify the parents of that determination and reasons for it and of the right of the parent to request an assessment, for purposes of determining the child's educational needs under article 24:05, and to determine continuing eligibility. The school district is not required to conduct an assessment unless requested to do so by the child's parents. However, a school district shall follow the procedures in this chapter before determining that the child is no longer a child with a disability. The evaluation procedures described in this chapter are not required before the termination of a child's eligibility under article 24:05 due to graduation from a secondary school with a regular high school diploma, or exceeding the age eligibility for FAPE.

2. Consent for reevaluation. Before conducting a reevaluation of an eligible child, parental consent is required, unless:

- (1) The school district can demonstrate that it has taken reasonable measures to obtain consent, and the child's parent has failed to respond; and
- (2) The school district documents its efforts to obtain consent by using procedures such as detailed records and dates of telephone calls, correspondence, and home or place of employment visits.

If the parent refuses to consent to the reevaluation, the school district may, but is not required to, pursue the reevaluation by using the consent override procedures described in district policy for procedural safeguards including mediation and due process hearing procedures.

3. Additional procedures for evaluating specific learning disabilities. In order for a school district to certify a child as learning disabled for purposes of the federal child count, the requirements in this section must be met and documented in a child's record.

4. Additional group members for specific learning disabilities. The determination of whether a child suspected of having a specific learning disability is a child with a disability shall be made by the child's parents and a team of qualified professionals, which shall include:

- (1) The child's regular teacher;
- (2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of that age;
- (3) If the child is less than school age, an individual certified by the department to teach a child of that age; and
- (4) At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, remedial reading teacher, or special education teacher.

Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

1. Evaluation procedures -- Notice. The school district shall provide notice to the parents of a child with a disability, in accordance with article 24:05, that describes any evaluation procedures the district proposes to conduct.

2. Evaluation procedures -- General. School districts shall ensure, at a minimum, that evaluation procedures include the following:

(1) Assessments and other evaluation materials are provided and administered in the child's native language or by another mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer. In addition, assessments and other evaluation materials:

- (a) Are used for the purposes for which the assessments or measures are valid and reliable; and
- (b) Are administered by trained and knowledgeable personnel in conformance with the instructions provided by their producer;

(2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;

(3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment accurately reflects the child's aptitude or achievement level or whatever other factors the assessment purports to measure, rather than the child's impaired sensory, manual, or speaking skills except where those skills are the factors which the assessment purports to measure;

(4) No single measure or assessment is used as the sole criterion for determining eligibility or an appropriate educational program for a child;

(5) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the child, including information provided by the parents, that may assist in determining:

- (a) Whether the child is a child with a disability; and

(b) The content of the child's IEP, including information related to enabling the child:

- (i) To be involved in and progress in the general education curriculum; or
- (ii) For a preschool child, to participate in appropriate activities;

(6) Technically sound instruments, assessment tools, and strategies are used that:

(a) May assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and

(b) Provide relevant information that directly assists persons in determining the educational needs of the child;

(7) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; and

(8) The evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with district policies and procedures for evaluation, to ensure prompt completion of full evaluations.

1. Braille assessment factors. The following age-appropriate factors must be considered when conducting a reading and writing assessment of the student to determine whether or not braille instruction must begin or continue:

- i. Reading readiness;

- ii. Functional reading skills including reading level, print size, reading rate, comprehension, and stamina;
- iii. Functional writing skills;
- iv. Prognosis of eye condition for change in visual status;
- v. Functional communication skills and primary language of communication;
- vi. Functional visual abilities; and
- vii. Tactile discrimination.

3. Determination of needed evaluation data. As part of an initial evaluation, if appropriate, and as part of any reevaluation, the individual education program team required by district policy and other qualified professionals, as appropriate, with knowledge and skills necessary to interpret evaluation data, shall:

(1) Review existing evaluation data on the child, including:

- (a) Evaluations and information provided by the parents of the child;
- (b) Current classroom-based local or state assessments and observations;
and
- (c) Observations by teachers and related services providers; and

(2) Based on the above review and input from the student's parents, identify what additional data, if any, are needed to determine:

- (a) Whether the student has a particular category of disability as described in article 24:05;
- (b) The present levels of academic achievement and related developmental needs of the student; and
- (c) Whether the student needs special education and related services.

The school district shall administer assessments and any other evaluation materials as may be needed to produce the data required to make the determinations listed in subdivision (2) of this section. If no additional data are needed to make the determinations in subdivision (2) of this section, the school district shall notify the student's parents of this fact and the reasons for this decision. The group described in this section may conduct its review without a meeting.

Determining eligibility; 300.306; ARSD 24:05:25:04.03

1. Determination of eligibility. Upon completing the administration of assessments and other evaluation measures as required by this chapter, the individual education program team and other qualified individuals required by district policy shall determine whether the student is a student with a disability, and shall determine the educational needs of the child, as defined in article 24:05. The school district shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent. A student may not be determined to be a student with a disability if the determinant factor for that decision is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in ESEA, or lack of appropriate instruction in math or limited English proficiency and if the student does not otherwise meet the eligibility criteria under district policy.

2. Eligibility and placement procedures. In interpreting evaluation data for the purpose of determining eligibility and determining the educational needs of the child in making placement decisions, including decisions regarding preschool children, each school district shall do the following:

- i. Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior;
- ii. Ensure that information obtained from all of these sources is documented and carefully considered;
- iii. Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;

iv. Ensure that the placement decision is made in conformity with the least restrictive environment rules in district policy; and

v. Ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.

If a determination is made that a child is disabled and needs special education and related services, an individual education program must be developed for the child in accordance with least restrictive environment requirements.

Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

1. Documentation of eligibility for specific learning disabilities. For a child suspected of having a specific learning disability, the documentation of the determination of eligibility shall contain a statement of:

- (1) Whether the child has a specific learning disability;
- (2) The basis for making the determination, including an assurance that the determination has been made in accordance with this section;
- (3) The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning;
- (4) The educationally relevant medical findings, if any;
- (5) Whether:
 - (a) The child does not achieve adequately for the child's age or does not meet state-approved grade-level standards; and
 - (b) The child does not make sufficient progress to meet age or state approved grade-level standards; or the child exhibits a pattern of strengths and weaknesses in performance, achievement,

or both relative to age, state-approved grade level standards or intellectual development.

(6) The determination of the group concerning the effects of a visual, hearing, or motor disability; cognitive disability; emotional disturbance; proficiency on the child's achievement level; cultural factors; environmental or economic disadvantage; or limited English

(7) If the child has participated in a process that assesses the child's response to scientific, research-based intervention:

(a) The instructional strategies used and the student-centered data collected; and

(b) The documentation that the child's parents were notified about:

(i) The state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;

(ii) Strategies for increasing the child's rate of learning; and

(iii) The parent's right to request an evaluation;

(8) If using the discrepancy model, the group finds that the child has a severe discrepancy of 1.5 standard deviations between achievement and intellectual ability in one or more of the eligibility areas, the group shall consider regression to the mean in determining the discrepancy; and

(9) If using the response to intervention model for eligibility determination, the group shall demonstrate that the child's performance is below the mean relative to age or state approved grade level standards.

2. Group members to certify report in writing. Each group member shall certify in writing whether the report reflects his conclusion. If it does not reflect a group member's conclusion, the group member must submit a separate statement presenting his conclusions.

3. Response to intervention model. School districts that elect to use a response to intervention model as part of the evaluation process for specific learning disabilities shall submit to the state for approval a formal proposal that at a minimum addresses the provisions in district policy for documenting eligibility for specific learning disability.

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district/cooperative and all member schools/districts will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626. Specific references must include:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18
- Access rights; 300.613; ARSD 24:05:29:04
- Record of access; 300.614; ARSD 24:05:29:05
- Records on more than one child; 300.615; ARSD 24:05:29:06
- List of types and locations of information; 300.616; ARSD 24:05:29:07
- Fees for copies of records; 300.617; ARSD 24:05:29:08
- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09
- Opportunity for a hearing; 300.619; ARSD 24:05:29:10
- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12
- Parental consent for the release of records; 300.622; ARSD 24:05:29:13
- Safeguarding of records; 300.623; ARSD 24:05:29:14
- Destruction of information; 300.624; ARSD 24:05:29:15
- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16
- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17
- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The Watertown School District ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

Notice requirements to parents; 300.612; ARSD 24:05:29:18

1. Annual notification of rights. Each school district shall annually notify parents of students currently in attendance at the agency or institution of their rights under the Family Educational Rights and Privacy Act (Act) and this section. The notice must inform the parent or eligible student that the parent or eligible student has a right to do the following:

- a. Inspect and review the student's education records;
- b. Seek amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
- c. Consent to disclosure of personally identifiable information contained in the student's educational records, except to the extent that the Act and the regulations in this section authorize disclosure without consent;
- d. File with the U.S. department of education a complaint concerning alleged failures by the agency or institution to comply with the requirements of the Act and this section;

The notice shall also include the procedures for exercising the right to inspect and review education records, the procedures for requesting the amendment of records and, if the educational agency or institution has a policy of disclosing education records, a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

The district may provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English, and parents or eligible students who are disabled.

Access rights; 300.613; ARSD 24:05:29:04

1. Access rights. Each school district shall permit parents to inspect and review any education records relating to their student which are collected, maintained, or used by the agency under this section. The agency shall comply with a request without unnecessary delay and before any meeting regarding an individual education program or hearing relating to the identification, evaluation, or placement of the student, or discipline hearing or resolution session and in no case more than 45 calendar days after the request has been made.

The right to inspect and review education records under this section includes the following:

- a. The right to response from the district to reasonable requests for explanations and interpretations of the records;
- b. The right to request that the district provide copies of the records containing the information if failure to provide these copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- c. The right to have a representative of the parent inspect and review the records.

The district may presume that the parent has authority to inspect and review records relating to his child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce, or custody.

Record of Access; 300.614; ARSD 24:05:29:05

The district shall keep a record of parties obtaining access to education records collected, maintained, or used under this section, except access by parents and authorized employees of the district, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. A parent or eligible student may inspect this record on request.

Records on more than one child; 300.615; ARSD 24:05:29:06

If any education record includes information on more than one child, the parents of those children may inspect and review only the information relating to their child or to be informed of that specific information.

List of types and locations of information; 300.616; ARSD 24:05:29:07

The district shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the district.

Fees for copies of records; 300.617; ARSD 24:05:29:08

The district may charge a fee for copies of records which are made for parents under this section if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The district may not charge a fee to search for or retrieve information under this section.

Amendment of records at parent's request; 300.618; ARSD 24:05:29:09

A parent who believes that information in education records collected, maintained, or used under these rules is inaccurate or misleading or violates the privacy or other rights of the student may request the district which maintains the information to amend the information.

The district shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request. If the district decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing.

Opportunity for a hearing; 300.619; ARSD 24:05:29:10

The district shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

At a minimum, the district's hearing procedures must include the following elements:

a. The hearing must be held within 30 days after the district received the request,

and the parent of the student or eligible student shall be given notice of the date, place, and time 5 days in advance of the hearing;

b. The hearing may be conducted by any party, including an official of the district, who does not have a direct interest in the outcome of the hearing;

c. The parent of the student or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or be represented by individuals of his choice at his own expense, including an attorney;

d. The district shall make its decision in writing within 30 days after the conclusion of the hearing; and

e. The decision of the district shall be based solely upon the evidence presented at the hearing and shall include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the information accordingly and inform the parents in writing.

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parents of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the district.

Any explanation placed in the records of the student under this section must be maintained by the district as part of the records of the student as long as the record or contested portion is maintained by the district. If the records of the student or the contested portion is disclosed by the district to any party, the explanation must also be

disclosed to the party.

Parental Consent for release of records; 300.622; ARSD 24:05:29:13

Parental consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies collecting or using the information under article 24:05 or used for any purpose other than meeting a requirement under this chapter, unless the information is contained in education records and the disclosure is authorized without parental consent under FERPA. The district may not release information from education records to participating agencies without parental consent except as follows:

- (1) An educational agency or institution may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in subdivision (2) of this section; and
- (2) An educational agency or institution that discloses the education records of a student pursuant to subdivision (1) of this section shall make a reasonable attempt to notify the parent of the student or the eligible student at the last known address of the parent or eligible student, unless the disclosure is initiated by the parent or eligible student.

If the agency or institution includes in its annual notice of parent's rights that it is the policy of the public agency to forward education records on request to a school in which a student seeks or intends to enroll, then the public agency does not have to provide any further notice of the transfer of records.

Notwithstanding the FERPA exceptions for releasing information from education records without parental consent, including the annual notice provision, if a student is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information

about the student is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

An educational agency receiving personally identifiable information from another educational agency or institution may make further disclosures of the information on behalf of the educational agency without the prior written consent of the parent or eligible student if the conditions of subdivisions (1) and (2) of this section are met and if the educational agency informs the party to whom disclosure is made of these requirements.

Safeguarding of records; 300.623; ARSD 24:05:29:14

The district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. One official in the district shall assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding the provisions of this section concerning personally identifiable information.

The district shall maintain for public inspection a current listing of the names and positions of those employees within the district who may have access to personally identifiable information on student in need of special education or special education and related services.

Destruction of information; 300.624; ARSD 24:05:29:15

The district shall inform parents when personally identifiable information collected, maintained, or used under this section is no longer needed to provide educational services to the student. The information no longer needed must be destroyed at the request of the parents. However, a permanent record of the student's name, address, and phone number, the student's grades, attendance record, classes attended, and grade level completed may be maintained without time limit.

Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

All of the parental rights in this section are extended to the child

upon reaching the age of 18 unless the child has been declared incompetent by the courts, consistent with the transfer of student rights at age of majority, including taking into consideration the type or severity of a child's disability.

Enforcement; Policy and Procedure; 300.626; ARSD 24:05:29:17

The department of education, special education programs, is the entity responsible for ensuring the district complies with the requirements on confidentiality of information through on-site monitoring, approval of comprehensive plans, and complaint resolution. Sanctions for noncompliance include the disapproval of local special education programs and the withholding of state and federal funds.

Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The district shall cooperate in the U.S. Secretary of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the states, health and educational information regarding those children.

SECTION IX: Transition from Part C to Part B, 34 C.F.R. § 300.124; ARSD 24:05:27:21

The district will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

The Watertown School District ensures that children participating in early intervention programs under Part C, and who will participate in preschool programs under Part B experience a smooth and effective transition to district preschool programs. Further, each eligible child with a disability will have in place at the time of their third birthday, an appropriate IEP or IFSP for the provision of special education and related services has been developed and implemented. The district participates in transition planning conferences as coordinated by the local Part C agency.

The State Part C coordinator contacts the district to alert them of the child turning 3. Several months before a B-3 child turns 3, the district will initiate evaluation procedures to determine potential eligibility for Part B and they will hold an eligibility meeting at least 90 days, but not

more than 9 months prior to the child turning 3. This evaluation planning includes contact and input from the child's family. When the child turns 3, the district will begin monitoring progress through quarterly progress notes.

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32

The district will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02,
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02
- Location of services and transportation; 300.139; ARSD 24:05:32:03.03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

The Watertown School District ensures compliance with 34 CFR 300.129 through 300.148, governing private school placements within the boundaries of the district. Through consultation with private school representatives, the district ensures that it will locate, identify and evaluate all children with disabilities who are enrolled by their parents in a private school within the district's boundaries. For all eligible students with disabilities enrolled in private schools by their parents, a service plan will be developed in accordance with 300.132, and records maintained documenting the number of students evaluated and served in these settings.

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01

The district understands that parentally-placed private school children with disabilities are defined as children with disabilities whose parents have unilaterally enrolled them in private schools (including religious schools) that meet the state definition of elementary or secondary schools.

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

The district understands that it is responsible for conducting Child Find activities in private schools that happen to be within the boundaries of the district and must maintain records regarding the number of children evaluated, the number of children found to have a disability, and the number of children served.

- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01

The district will write a services plan to guarantee the services for parentally-placed private school children with disabilities, with a representative of the private school in attendance (or participating by phone).

- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02

The district will spend an amount, proportional to federal subgrants received, for the special education of children with disabilities in parentally-placed private schools within the district. If there are any excess funds, they may be carried over to a maximum of one year.

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01.05

When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, the district will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities.

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

Following the consultation, the school district will seek to acquire written affirmation by private school officials of the meaningful consultation that took place. If the private school does not provide written affirmation, the school district will forward documentation of the consultation process to the department.

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

The district understands that private school officials have the right to submit a state complaint about consultation or other related matters. If this occurs, the school district will forward its relevant documentation to the department.

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

The district determines the services for parentally-placed private school students with disabilities through the general process agreed through consultation with the private school officials and representative parents. Then specific services are written through the services plan created for each child.

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

The district agrees to provide the same quality of personnel and services for private school students as would have been provided for public school students. Additionally, the services, material, and equipment must be secular, neutral, and nonideological. However, the amount of services may be less than what would have been received had the student been enrolled in the public school district.

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

The district understands that special education and related services may be provided at the private school site, but the district may not be required to transport students with disabilities from the home to the private school site.

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

The district understands that even though due process complaints and hearings would not occur related to the provision of special education services for parentally-placed private school students with disabilities, they could occur related to Child Find.

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

The district understands that it may use funds to make personnel available for the provision of special education and related services in private schools.

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

The district understands that it is not allowed to use the funds to create separate classes to segregate children with disabilities separately.

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

The district understands that it is still responsible to account for property, equipment, and supplies placed in private schools for parentally-placed private school students with disabilities. Such inventory will be removed from the private school when it is no longer needed there.

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

The district understands that it is still responsible for Child Find for students placed in private schools by public agencies, but the state is responsible for the costs of special education and related services.

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

The district understands that if a student with a disability is placed in a private school because the school district could not provide FAPE, then the school district may be responsible for the costs of the education.

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01
- State complaint procedures; 300.151-153; ARSD 24:05:15

The Watertown School District will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

The district shall establish, maintain, and implement procedural safeguards which meet the requirements of the chapter ARSD 24:05:30.

- State complaint procedures; 300.151-153; ARSD 24:05:15

A complaint is a written signed statement by an individual or organization, including an individual or organization from another state, containing a statement that the department of education or a school district has violated a requirement of federal or state statutes, rules, or regulations that apply to a program and a statement of the facts on which the complaint is based. The complaint must allege a violation that occurred not more than one year before the date the complaint is received by the department. The written signed statement shall also include:

- (1) The signature and contact information for the complainant; and
- (2) If alleging violations with respect to a specific child:
 - (a) The name and address of the residence of the child;
 - (b) The name of the school the child is attending;

(c) In the case of a homeless child or youth, available contact information for the child and the name of the school the child is attending;

(d) A description of the nature of the problem of the child, including facts related to the problem; and

(e) A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed.

An organization or individual may file a written, signed complaint with the state director of special education. The party filing the complaint shall forward a copy of the complaint to the school district serving the child at the same time the party files the complaint with the department.

If the complaint is against a school district, the following steps shall be taken:

(1) The state director of special education shall appoint a complaint investigation coordinator from the department's special education programs. The coordinator and any consultants may conduct an independent on-site investigation if it determines that one is necessary;

(2) The complainant may submit additional information, either orally or in writing, about the allegations in the complaint;

(3) The school district may respond to the complaint, including, at a minimum:

(a) At the discretion of the school district, a proposal to resolve the complaint; and

(b) An opportunity for a parent who has filed a complaint and the school district to voluntarily engage in mediation consistent with this article;

(4) The complaint coordinator and any consultants shall make a recommendation to the state director of special education;

(5) After reviewing all relevant information, the state director of special education shall make an independent determination as to whether the complaint is valid, what corrective action is necessary to resolve the complaint, and the time limit during which corrective action is to be completed. The state director of special education shall submit a written report of the final decision to all parties involved;

(6) The written report shall address each allegation in the complaint, contain findings of fact and conclusions, and include reasons for the final decision;

(7) If the complaint is valid, the state director of special education shall find the school district out of compliance with federal and state statutes and rules;

(8) If corrective action is not completed within the time limit set, including technical assistance and negotiations, the department shall withhold all federal funds applicable to the program until compliance with applicable federal and state statutes and rules is demonstrated by the school district;

(9) When the school district demonstrates completion of required correction action, the department's Office of Finance and Management shall be notified by the state director of special education, and all moneys withheld shall be paid to the school district; and

(10) Documentation supporting the corrective actions taken by a school district shall be maintained by the department's special education programs and incorporated into the state's monitoring process.

All complaints must be resolved within 60 days after receipt of the complaint by the state director of special education except as stated in this section. The time limit of 60 days may be extended only under exceptional circumstances as determined by the state director of special education, such as the need for additional time to provide necessary information. Under these circumstances, an extension of time may not exceed 30 days in any one instance.

In addition, the 60-day time limit may be extended, if the parent, individual, or organization and the school district involved in the complaint agree to engage in mediation in order to attempt to resolve the issues specified in the complaint.

The South Dakota Department of Education, Special Education Programs, shall inform parents and other interested individuals, including parent training centers, protection and advocacy agencies, independent living centers, and other appropriate entities about the state's complaint procedures by taking the following actions:

- (1) Conducting parent surveys through the state's monitoring process;
- (2) Providing copies of the state's procedures to parent and advocacy groups across the state;

- (3) Notifying local school districts through statewide memoranda;
- (4) Presenting state procedures at statewide conferences; and
- (5) Disseminating copies to parent training and information centers, independent living centers, protection and advocacy agencies, and other appropriate entities.

If a written complaint is received that is also the subject of a due process hearing under this article or contains multiple issues, of which one or more are part of that hearing, the department shall set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described in this chapter.

If an issue is raised in a complaint filed under this section that has previously been decided in a due process hearing involving the same parties the hearing decision is binding on that issue and the department shall inform the complainant to that effect. A complaint alleging a school district's failure to implement a due process decision must be resolved by the department.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

The Watertown School District ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

The district may use the Medicaid or other public benefits or insurance programs in which a student participates to provide or pay for services required under this article as permitted under the public benefits or insurance program, except as provided in this section. With regard to services required to provide FAPE to an eligible student under this article the public agency:

(1) May not require parents to sign up for or enroll in public benefits or insurance programs in order for their student to receive FAPE under Part B of the IDEA;

(2) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this article, but pursuant to § 24:05:14:01.06, may pay the cost that the parent otherwise would be required to pay;

(3) May not use a student's benefits under a public benefits or insurance program if that use would:

- (a) Decrease available lifetime coverage or any other insured benefit;
- (b) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
- (c) Increase premiums or lead to the discontinuation of benefits or insurance; or
- (d) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures;

(4) Must provide written notification to the student's parents pursuant to § 24:05:14:01.04; and

(5) Must obtain written parental consent consistent with § 24:05:29:13 before accessing a student's or parent's public benefits or insurance for the first time specifying:

- (a) Personally identifiable information, as defined in § 24:05:29:02(12), that may be disclosed (e.g., records or information about the services that may be provided to a particular student);
- (b) The purpose of the disclosure (e.g., billing for services under this article);
- (c) That disclosure will be made to the state Medicaid agency; and
- (d) That the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under this article.

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the district will provide written notification consistent with § 24:05:30:06 to the student's parents that includes a statement:

- (1) Of the parental consent and no cost requirements in § 24:05:14:01.03;
- (2) That parents have the right under FERPA, as defined in § 24:05:29:02(1), and Part B of the IDEA to withdraw their consent to disclosure of their student's personally identifiable information to the state Medicaid agency at any time; and
- (3) That the withdrawal of consent or refusal to provide consent under FERPA and Part B of the IDEA to disclose personally identifiable information to the state Medicaid agency does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03

With regard to services required to provide FAPE to an eligible student under this article, the district may access a parent's private insurance proceeds only if the parent provides informed consent consistent with this article. Each time the district proposes to access the parent's private insurance proceeds, it will:

- (1) Obtain parent consent in accordance with this article; and
- (2) Inform the parents that their refusal to permit the public agency to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

If the district is unable to obtain parental consent to use the parent's private insurance, or public benefits or insurance if the parent would incur a cost for a specified service required under this article, to ensure FAPE, the district may use funds obtained through Part B of IDEA to pay for the service.

To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parent would incur a cost, the district may use funds obtained through Part B of IDEA to pay the cost the parents otherwise would have to pay to use the parent's benefits or insurance (e.g., the deductible or co-pay amounts).

Proceeds from public benefits or insurance or private insurance may not be treated as program income for purposes of 34 C.F.R. § 80.25.

If the district spends reimbursements from federal funds (e.g., Medicaid) for services under this article, those funds are not considered "state or local" funds for purposes of the maintenance of effort provisions in this article.

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

The Watertown School District understands it has a right to a hearing before the SEA makes any final determination regarding eligibility for funding under Part B.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

The Watertown School District ensures that appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the district ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The

district will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The district will ensure that staff qualifications will be reviewed and appropriate licensure/certification is in place prior to the commencement of contracted payments. (Teacher 411) and new staff will meet requirements

- Paraprofessionals and assistants; ARSD 24:0516:16:01

Paraprofessionals and assistants who are appropriately trained and supervised in accordance with this section may be used to assist in the provision of special education and related services to children with disabilities under Part B of the Individuals with Disabilities Education Act. At a minimum, the following standards must be met:

- (1) Paraprofessionals must have a high school diploma or GED;
- (2) Paraprofessionals must work within defined roles and responsibilities as identified by the school district;
- (3) Paraprofessionals must work under the supervision of, and be evaluated by, certified staff; and
- (4) Each school district must describe the training to be provided paraprofessionals in the staff development component of the district's comprehensive plan under § 24:05:16:05.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Student information management system (SIMS)

SIMs and SPP data

1) Who is responsible for data entry and their specific responsibilities?

The district assigns an individual to enter enrollment data and special education data. Individuals range from District Secretaries, Federal Program Directors, Administrators, Special Education Directors/Teachers, Business Managers or Title I Coordinators. Data is entered on a regular basis.

2) What is the process for reviewing data entered on a regular basis for accuracy and reliability?
The district may review data by maintaining running records of State Performance Plan data, generating SD December Child Count reports, SD STARS reports, for review and/or review IEP data. A review of district data for accuracy will occur on a regular basis.

3) What is the process for making corrections and responding to the SEP data verification form?
The district Special Education Director/Coordinators contact the appropriate State Program to make data corrections and are responsible for SEP data verifications.

4) What is the process for generating data reports for use in identifying potential issues and related training and technical assistance needs?
Districts use a variety of processes such as staff needs assessments, parent, staff and student surveys, review of test scores and data retreats to determine systemic district issues and training.

5) Who reviews the data and looks at improving program performance?
District administrators and Special Education staff collect, review and analyze data to identify strategies necessary for improving program performance.

6) Who is responsible for correcting and tracking progress on noncompliance issues?
District Administrators and Special Education Directors/Coordinators are responsible for correcting low performance and noncompliance issues. The district will comply with all requests by the SEA for data submission that is instrumental in monitoring the performance of the student population with respect to state established performance goals and indicators, and will submit such data on a timely basis.

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The district will ensure that all children with disabilities are included in all general State and district-wide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

The Watertown School District ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP

meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

The district will provide all necessary data to the SEA on the participation of students with disabilities in state and district wide testing programs and will, to the extent possible, utilize universal design principles in the development and administration of any assessments.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district/cooperative and all member schools/districts will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

The Watertown School District ensures appropriate use of funds under Part B to pay for the excess costs of providing special education and related services to children with disabilities. Available funding will be used to supplement state, local, and federal funds, and not supplant those funds.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

The district makes all public records available upon request during normal business hours.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

The Watertown School District supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16
- Annual description of Part B funds; 300.171; ARSD 24:05:21:03
- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17
- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10
- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

The Watertown School District ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

The department shall examine data, including data disaggregated by race and ethnicity, from local education agencies and other state agencies, as appropriate, to determine whether significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities among local educational agencies in the state or compared to the rates for nondisabled children within the agencies. If discrepancies are occurring, the department shall review and, if appropriate, revise or require the affected local education agency or state agency to revise its policies, procedures, and practices relating to:

- (1) The development and implementation of individualized education programs;
- (2) The use of positive behavioral interventions and supports; and
- (3) Procedural safeguards to ensure that these policies, procedures, and practices comply with the Individuals with Disabilities Education Act, Part B.

The district will submit data on suspension and/or expulsion with students with disabilities on an annual basis. If significant discrepancies are occurring, the district may be required to revise its policies, procedures, and practices relating to the development and implementation of IEP's, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure that such policies, and practices comply with federal and state statute, rules, and regulations.

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

The information required in the district's comprehensive plan coupled with statements of expenditures, descriptions of the annual use of IDEA, Part B funds, and certification of federal assurances establish a district's eligibility for funds under the Individuals with Disabilities Education Act, Part B.

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The department shall adopt the National Instructional Materials Accessibility Standard (NIMAS), for the purposes of providing instructional materials to blind persons or other persons with print disabilities. Blind persons or other persons with print disabilities means children served under this article who qualify to receive books and other publications produced in specialized formats in accordance with the federal Act to Provide Books for Adults who are Blind, in accordance with 2 U.S.C. 135a, as amended to January 1, 2007.

In implementing NIMAS, the department shall coordinate with the National Instructional Materials Accessibility Center (NIMAC), and the department:

(1) As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, shall enter into a written contract with the publisher of the print instructional materials to:

(a) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to NIMAC electronic files containing the contents of the print instructional materials using the NIMAS; or

(b) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats;

(2) Shall provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

In carrying out this section, the district, to the maximum extent possible, shall work collaboratively with the state agency responsible for assistive technology programs.

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

The department shall provide for the collection and examination of data to determine whether any inappropriate over-identification or significant disproportionality based on race and ethnicity is occurring in the state and in districts of the state with respect to:

(1) The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in chapter 24:05:24.01;

(2) The placement in particular educational settings of these children; and

(3) The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

In the case of a determination of inappropriate over-identification or significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to serve children in the district, particularly, but not exclusively, children in those groups that were significantly over-identified under this section; and require the district to publicly report on the revision of policies, practices, and procedures described under this section

The district will submit annual child count data on the identification of students with disabilities. In the case of a determination of inappropriate over-identification or significant

disproportionality with respect to the identification of children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification for placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to children in the district, particularly, not exclusively children in those groups that were significantly over-identified under this section: and require the district to publically report on the revision of policies, practices, and procedures described under this section.

7.1.1. Enrollment Report

[illegible]

1 Vega	23	23	23	23	23	23	23	23	23	23
2 Johnson	23	23	23	23	23	23	23	23	23	23
2 Ramos	22	22	22	21	21	21	21	21	21	21
2 Stemwedel	22	23	23	23	23	23	23	23	23	23
3 McLaughlin	23	23	23	23	22	22	22	22	23	23
3 Stoick	22	23	23	23	23	23	23	23	23	23
3 Deutsch	22	23	23	23	23	23	23	23	23	23
4 Hogue	22	22	22	22	22	23	23	23	23	22
4 Wietzema	21	21	21	21	22	22	22	22	22	22
4 Miller	23	23	23	23	23	23	23	23	23	23
TOTAL	329	332	332	330	330	331	331	331	332	331
LINCOLN										
K Heller	22	22	22	22	22	22	22	22	22	22
K Fjeldheim	22	21	21	21	21	20	20	21	21	21
K Geist	21	20	21	21	22	22	22	22	22	22
1 Clark	22	22	20	21	22	22	22	22	22	22
1 DeJong	22	21	21	21	22	22	22	22	22	22
1 Schieber	21	21	21	21	21	21	21	21	22	22
2 Schlimgen	23	23	24	24	24	25	25	25	25	25
2 Hanson	23	24	24	24	25	24	24	24	25	25
2 Struckman	24	24	24	24	24	24	24	25	24	24
3 Baldwin	23	23	22	22	23	23	23	23	23	23
3 Cummings	23	23	23	23	22	22	22	22	23	23
3 Gilk	22	22	23	23	23	23	23	23	23	23
4 Olson	24	24	23	23	24	24	24	24	24	24
4 Paulson	23	24	24	24	24	24	24	24	24	24
4 Taecker	23	23	24	24	24	24	23	23	24	24
TOTAL	338	337	337	338	343	342	341	343	346	346
MCKINLEY										
EC	15	16	16	17	19	20	25	27	27	27

AM Preschool	16	17	18	18	19	19	19	19	19	19
PM Preschool	16	15	14	16	17	17	17	17	17	17
K/1 Gilmour	19	20	21	21	21	21	21	21	21	20
K Pieper	21	22	21	21	21	22	22	22	22	22
K St Sauver	22	22	22	22	22	22	22	22	22	22
1 Anderson	22	22	21	21	21	21	20	20	20	20
1 Turbak	22	22	22	22	22	21	21	21	21	21
2 Lawrence	19	19	18	18	18	18	18	18	18	18
2 Nelson	19	18	18	18	18	19	19	19	19	19
3 Allen	20	20	21	21	22	21	21	21	21	21
3 Clausen	20	21	22	22	21	21	21	21	22	22
4 Kluver	19	19	20	20	20	21	21	21	21	21
4 VanWell	19	19	19	19	20	20	20	20	19	19
TOTAL	269	272	273	276	281	283	287	289	289	288
MELLETTTE										
AM Preschool	16	15	15	16	18	18	18	18	18	18
PM Preschool	16	17	17	17	18	18	18	18	18	18
K Zemlicka	21	22	22	23	23	23	23	23	23	23
K Miley	21	21	22	22	22	22	22	22	23	23
1 Moes	20	20	20	20	20	20	20	19	20	20
1 Vanderzee	17	18	19	19	19	20	20	20	21	21
2 Gaikowski	22	21	22	22	23	23	23	22	22	22
2 Kannas	21	21	21	21	22	22	22	22	22	21
3 Kahnke	22	21	21	21	21	21	21	21	21	21
3 Jahn	21	20	21	20	20	21	20	20	20	20
4 Johnson	20	19	18	18	18	18	18	19	19	19
4 Merriam	21	21	22	22	22	22	21	21	21	20
TOTAL	238	236	240	241	246	248	246	245	248	246
ROOSEVELT										
1 Solum	22	23	23	23	23	23	22	22	22	22

[illegible]

7.1.2. Fuel Quotes

WATERTOWN SCHOOL DISTRICT BULK FUEL QUOTES

May 20, 2024

<u>Company Name</u>	No. 2 Dyed Diesel <u>Price Per Gallon</u>
Sioux Valley Coop	\$2.594
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price at \$2.594 per gallon for No. 2 Dyed Diesel Fuel.

WATERTOWN SCHOOL DISTRICT
BULK FUEL QUOTES

June 3, 2024

<u>Company Name</u>	No. 2 Dyed Diesel <u>Price Per Gallon</u>
Sioux Valley Coop	\$2.79
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price at \$2.79 per gallon for No. 2 Dyed Diesel Fuel.

WATERTOWN SCHOOL DISTRICT
BULK FUEL QUOTES

June 3, 2024

<u>Company Name</u>	<u>No. 2 Diesel Price Per Gallon</u>	<u>Regular Fuel with Ethanol Price Per Gallon</u>
Sioux Valley Coop	\$2.69	\$2.89
Moe Oil Company	\$2.75	No Bid

Sioux Valley Coop provided the lowest price per gallon at \$2.69 for No. 2 Diesel and \$2.89 for Regular Fuel with Ethanol.

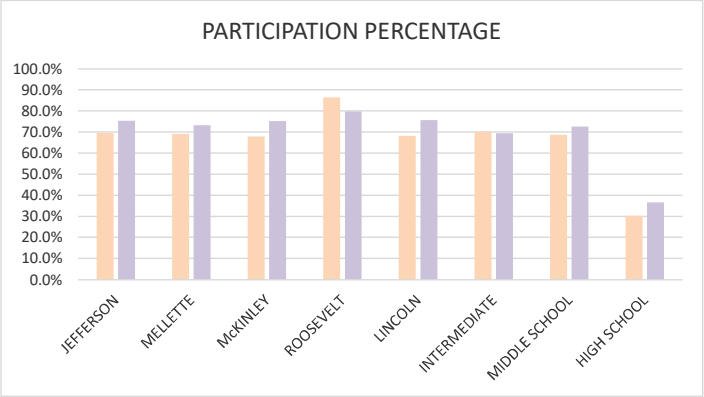
7.1.3. Nutrition Report

WATERTOWN SCHOOL DISTRICT 14-4
NUTRITION SERVICES PROGRAM
STUDENT PARTICIPATION REPORT
May 31, 2024

SCHOOL	ENROLLMENT (K-12)		AVG. DAILY PARTICIPATION		PERCENT	
	2024	2023	2024	2023	2024	2023
JEFFERSON	331	357	230	269	JEFFERSON	69.5% 75.4%
MELLETTE	246	205	170	150	MELLETTE	69.0% 73.2%
McKINLEY	261	233	177	175	McKINLEY	67.8% 75.1%
ROOSEVELT	143	226	124	180	ROOSEVELT	86.5% 79.6%
LINCOLN	346	340	236	257	LINCOLN	68.2% 75.6%
INTERMEDIATE	551	547	387	380	INTERMEDIATE	70.2% 69.5%
MIDDLE SCHOOL	594	594	408	431	MIDDLE SCHOOL	68.7% 72.6%
HIGH SCHOOL	1,170	1,167	353	428	HIGH SCHOOL	30.2% 36.7%
(K-12) TOTAL	3,642	3,669	2,085	2,270		57.2% 61.9%

***Participation percents are skewed lower due to the inclusion of the number of Pre-School students at the Elementary sites.

TOTAL MEALS SERVED DURING THE MONTH:	38,774		
BREAKDOWN OF THE MEALS SERVED:			
	05/31/24	% 2024	% 2023
STUDENTS PAID	20,618	53.2%	60.2%
STUDENTS FREE	9,430	24.3%	27.0%
STUDENTS REDUCED PRICE	3,055	7.9%	8.0%
A LA CART EQUIVALENCE	4,528	11.7%	1.2%
ADULTS PAID	188	0.5%	0.6%
EARNED MEALS - EMPLOYEES AND STUDENTS	955	2.5%	3.0%
	38,774	100.0%	100.0%



BREAKFAST PROGRAM

	<u>MONTHLY TOTAL</u>	<u>AVG.</u>	<u>% FREE/REDUCED</u>
McKINLEY	1,201	75	62.3%
ROOSEVELT	968	61	78.0%
MELLETTE	1,352	85	58.6%
JEFFERSON	543	34	61.3%
LINCOLN	864	54	42.9%
INTERMEDIATE	1,954	122	53.4%
MIDDLE SCHOOL	1,061	66	74.8%
HIGH SCHOOL	1,021	64	73.0%