

AUGUST
2024

WATERTOWN SCHOOL DISTRICT #14-4
SCHOOL BOARD MEETING
Monday, August 12, 2024
5:30 PM – Regular Meeting

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 July 11, 2024*
- 2.5. *Receive Financial Reports for July, 2024*

3. DISCUSSION ITEMS – LATC

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

4. ACTION ITEMS – LATC

- 4.1. *Personnel*
 - 4.1.1. Resignations
 - 4.1.2. Contract Recommendations/Addendums
- 4.2. *Property*
 - 4.2.1. Authority to Purchase - Airplanes
 - 4.2.2. Authority to Purchase – Adult Patient Nursing Simulators
 - 4.2.3. Authority to Purchase – Skid Steer Loader
 - 4.2.4. Authority to Bid – Vertical Machining Center
 - 4.2.5. Authority to Bid – FY25 Equipment
 - 4.2.6. Consider Property Lease – Nursing Program at Capital City Campus

5. DISCUSSION ITEMS – 14-4

- 5.1. *Public Input on Agenda/Non-agenda Items*
- 5.2. *Northeast Technical High School Report*
- 5.3. *First Reading of Policies*
 - 5.3.1. ACAA
 - 5.3.2. IJNDC
- 5.4. *Summer Curriculum Update*

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. Consider Education Stipends
- 6.3. *Property*

- 6.3.1. Consider Park & Recreation Facility Agreement
- 6.3.2. Consider Surplus Resolution
- 6.3.3. Consider Change Order #1 – Athletic Complex Phase II
- 6.3.4. Consider Request for Proposals – Underwriting Services
- 6.4. *Approve 2024-2025 Consolidated Application*
- 6.5. *Second Reading of Policies*
 - 6.5.1. GBEB
 - 6.5.2. JICI
- 6.6. *Consider 2024 Fall Athletic Fundraising*
- 6.7. *Student Enrollment Requests*
 - 6.7.1. Open Enrollment Requests
 - 6.7.2. 13-28-10

7. COMMUNICATIONS

- 7.1. *Administrative Reports*
 - 7.1.1. Pre-Service Agendas
 - 7.1.2. Fuel Quotes
- 7.2. *Board Report to Superintendent*

8. ADJOURNMENT

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 5:00 p.m., Thursday, July 11, 2024 for the purpose of conducting the annual budget hearing and for the regular July meeting. The following members were in attendance: Vice Chairman Jon Iverson, Jean Moulton, Kari Lohr and Roshal Rossman. Stuart Stein was absent. Also in attendance were staff, administration, and representatives of the news media.

2024-25 PUBLIC BUDGET HEARING

Jon Iverson convened the Board for its annual Budget Hearing. There being no comments from the audience, the School Board proceeded with the budget review. Heidi Clausen, Business Manager, presented modifications for Board consideration to the preliminary budget that was presented to the School Board in May.

2024-2025 Budget Changes from Preliminary

General Fund		
Revenue:	Use of Cash on Hand	\$40,965.00
		<hr/>
		\$40,965.00
Expenditures:	Salary & Benefits - Marketing & Content Creators	\$24,975.00
	Salary & Benefits - Music	-\$51,035.00
	Salary & Benefits - Paraprofessional	\$35,025.00
	Utilities	\$32,000.00
		<hr/>
		\$40,965.00
Capital Outlay		
Revenue:	Use of Cash on Hand	\$55,000.00
		<hr/>
		\$55,000.00
Expenditures:	Building Improvements	\$55,000.00
		<hr/>
		\$55,000.00
Special Education		
Revenue:	Use of Cash on Hand	\$4,000.00
		<hr/>
		\$4,000.00
Expenditures:	Travel & Supplies - Physical Therapy	\$4,000.00
		<hr/>
		\$4,000.00
K-12 Nutrition Service		
Revenue:	Use of Cash on Hand	-\$32,000.00
		<hr/>
		-\$32,000.00
Expenditures:	Utilities	-\$32,000.00
		<hr/>
		-\$32,000.00
Lake Area Technical College		
Revenue:	AEL Grant	\$25,080.00
	Use of Cash on Hand	-\$103,968.00
		<hr/>
		-\$78,888.00

Expenditures: Salary & Benefits - AEL Program	\$4,375.00
Salary & Benefits - Energy Operations Program	-\$96,446.00
Salary & Benefits - Diesel Program	-\$16,080.00
Salary & Benefits - Admissions	-\$127,845.00
Salary & Benefits - Dental Program	\$91,853.00
Salary & Benefits - Nursing Program	\$68,593.00
Salary & Benefits - Occupational Therapy Program	-\$9,399.00
Supplies - Robotics Program	\$26,625.00
Supplies - Diesel Program	\$39,920.00
Supplies - Pilot Program	\$78,300.00
Purchased Services - Pilot Program	\$48,400.00
Purchased Services - Perkins Program	\$15,000.00
Equipment - Programs	-\$137,184.00
Furniture	-\$30,000.00
Land	-\$20,000.00
Building Improvements	-\$15,000.00
	<hr/>
	-\$78,888.00

Heidi Clausen, Business Manager, presented the 2024-25 budget in the amount of \$128,298,839.00.

There being no further discussion, Jon Iverson adjourned the Budget Hearing at 5:23 p.m. and the Board recessed until the 5:30 p.m. starting time of the regular meeting.

REGULAR MEETING

Jon Iverson convened the Board in session for its regular meeting at 5:30 p.m. 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 June, 2024 as listed below:

Receipts: Taxes, \$1,156,186.50; Tuition, \$134,692.69; County Sources, \$35,768.12; State Aid, \$1,244,060.00; Other State Sources; \$206,059.37; Federal Sources, \$207,707.71; Sales, \$721,914.47; Interest, \$63,620.84; Misc., \$651,640.93; Sales Tax, \$39,646.26.

Expenditures: Verified Claims & Expenditures, \$3,578,261.06; Salaries, \$4,449,557.87.

Cash Balances, June 30, 2024: General Fund \$9,610,291.82; Capital Outlay, \$8,853,864.07; Special Education, \$2,739,226.21; Lake Area Technical College, \$7,512,530.35; K-12 Nutrition Services, \$265,963.51; LATC Bookstore Services, \$1,288,367.62; LATC Nutrition Services,

\$303,492.17; LATC Day Care Center, \$357,931.55; Concessions, \$35,850.16; Drivers Education, \$9,838.80; Pre-School Services, \$23,390.59.

Custodial Funds: Clubs and Scholarships – Receipts, \$24,888.50; Expenditures, \$39,863.19; Balance, \$357,943.10.

Special Revenue/Internal Service Funds: LATC Financial Aid – Receipts, \$22,907.00; Expenditures, \$35,771.67; Balance, \$9,803.62. Employee Benefit Trust – Receipts, \$653,986.82; Expenditures, \$631,368.75; Balance, \$3,537,502.40.

STUDENT/STAFF RECOGNITION

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

Tennis Academic All-State – Evan Meester, Curtis Sneden, Justin Remmers, and Austin McBride

Track State Discus Champion – Malia Kranz

Track State Shot Put Champion – Bo Raderschadt

Softball All-Tournament Team – Jade Lund

Softball SDSCA Assistant Coach of the Year – Katie Strande

ACTION 24236

Tiffany Sanderson, LATC President, presented for Board approval the following resignations. Roshal Rossman moved the approval of the resignations received from Ahna Duggan, Flight Instructor; Zachary Drees, Information Technology; and Luke Wilson, AEL Instructor, as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24237

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

LATC CONTRACT RECOMMENDATIONS/ADDENDUMS:

Jenny Wilen – Simulation Lab Accreditation Manager – 400 hours @ \$47.24/hr - \$18,896.00

Erin Meland – Ag Instructor – 6 days max @ \$315.52/day - \$1,893.12

Marsi Rider – Bookstore Assistant – 20 hours max @ \$16.59/hr - \$331.80

Wyatt Zachrison – Dakota Dreams Stipend – 1 day max @ \$300.00/day - \$300.00

Andy Flisrand – Diesel Technology Instructor (TechKnowledge) - \$85,665.00

Cole Wegner – Diesel Technology Instructor (TechKnowledge) - \$70,782.00

Austin Page – Agriculture Instructor, Precision Ag & Farm Manager - \$76,753.00

Claire Schmidt – Nursing Instructor - \$56,026.00

Jolyn Sackmann – Nursing Instructor - \$57,447.00

Chad Strickerz – Dakota Dreams Stipend – 2 days max @ \$300.00/day - \$600.00

Thomas Wittenberg – Custodian - \$2,920.00

Carla Steffensen – Supervisory Duties - \$3,800.00

Adjunct Instructor

Michael Mack – MFR100 & MFR115 – 3.5 credits @ \$1,100.00/credit - \$3,850.00

Kory Hall – OTA236 – 5.5 credits @ \$124.00/cr - \$682.00

Adjunct Instructor - PLT Student Flight Instructor, \$43.50/hr, as needed hours; PLT Student Ground Instruction \$24.40/hr, as needed hours; Fleet Management, \$15.00/hr, as needed hours

Zach Briggs

William Smith

Kendall Fogarty

Andrew Neilan

Brock Stevens

Wyatt Zachrison

Kate Oberembt

Clayton Alban

Part-Time Temporary

Hadassah Hofer – Childcare Worker I - \$15.60/hr, up to 30 hours/week

Dylan Ruotsalainen – Information Technology Student Intern – 160 hours max @ \$14.00/hr - \$2,240.00

Corporate Education

Amy Meadors – Expanded Functions Dental Assistant Training - \$6,000.00/ 100-hour course, up to 3 courses

Mindy Sandau – Sim Lab Support and Instruction - \$50.00/hr up to 50 hours - \$2,500.00

Wyatt Zachrison – Flight Instructor for LATC Aviation Maintenance Students - \$53.00/hr up to 720 hours - \$30,960.00

Vanessa Snell – Sim Lab Instructor - \$300.00 per single 4-hour session, up to 3 single sessions, \$550.00 per double 4-hour sessions, up to 3 double sessions

Jocelyn Starr – Sim Lab Instructor - \$300.00 per single 4-hour session, up to 3 single sessions, \$550.00 per double 4-hour sessions, up to 3 double sessions

Jenny Wilen– Sim Lab Instructor - \$300.00 per single 4-hour session, up to 3 single sessions, \$550.00 per double 4-hour sessions, up to 3 double sessions

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

ACTION 24238

Tiffany Sanderson, LATC President, presented for Board consideration one stipend request.

Roshal Rossman moved the approval of the stipend request, at \$108.00 per credit, received from Jenna Jewell for six (6) credits. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24239

Tiffany Sanderson, LATC President, presented for Board the authority to bid airplanes. Jean

Moulton moved the approval to bid airplanes as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24240

Tiffany Sanderson, LATC President, presented for Board consideration the bids received for surplus equipment. Jean Moulton moved the approval of the bid received from Collin Fuller to purchase a CNC Wire EDM at \$615.00, Adam Sowers to purchase a CNC Turning Center at \$1,350.00, Collin Fuller to purchase one (1) Manual Lathe at \$615.00, ET Monson Machining to purchase two (2) Manual Lathes at \$150.00 each, and Todd Good to purchase a Masterbuilt Racecar at \$1,588.00 as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24241

Tiffany Sanderson, LATC President, provided for Board consideration change order #5 for the Archway Complex. Jean Moulton moved the approval of change order #5 consisting of three (3) modifications in the amount of \$69,017.00 as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24242

Tiffany Sanderson, LATC President, provided for Board consideration change order #1 for the Dental Renovation. Jean Moulton moved the approval of change order #1 consisting of two (2) modifications in the amount of \$12,246.00 as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

K-12 DISCUSSION ITEM

Northeast Technical High School Board Report – Superintendent Dr. Jeff Danielsen noted that the full NTHS Board is scheduled to meet on Wednesday, July 17th at 5:45 p.m.

First Reading of Policies – Superintendent Dr. Jeff Danielsen presented the first reading of Policy GSO – Code of Ethics and Policy JICI – Dangerous Weapons.

ACTION 24243

Kari Lohr moved the approval of the verified claims and salaries for the month of June, 2024 as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24244

Derek Barrios, Assistant Superintendent, presented for Board approval the following resignation. Kari Lohr moved the approval of the resignation received from Amy Brandriet, High School Special Education Instructor, as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24245

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

K-12 CONTRACT RECOMMENDATIONS/ADDENDUMS:

Miranda Boyer – Orchestra Instructor, Middle School - \$51,012.00
Sherri Remmers – ELA Instructor, Middle School - \$52,640.00
Konnor King – Middle School Asst Wrestling Coach - \$3,063.00
Brittany Carlson – Lane Change from BA +16 to MA \$1,850.00 – \$57,726.00
Emily Borkhuis – Lane Change from MA to MA+16, \$1,690.00 – \$66,579.00
Kimberly Lloyd – Year 2 Mentoring Kick-Off – 7 hours @ \$25.00/hr - \$175.00
Mariah Graff – Dueck Training – 7 hours @ \$25.00/hr - \$175.00
Timberly Lunde – Web Content Creator, McKinley - \$1,500.00
Belynda Weber – Math Curriculum – 7 hours @ \$25.00/hr - \$175.00
Nevaeh Zephier – Evening Custodian, Intermediate School - \$2,920.00/month
Lisa McIntire – Academic Resource Center Instructor, High School - \$51,021.00
Mackenzie Buelow – Lunch Duty, High School, \$2,095.00 – \$64,978.00

Tracy Kurten – Family Support Specialist - \$42,408.00
 Lisa Ulrich – Registrar Training – 40 hours @ \$22.73/hr - \$909.20
 Chad Johnson – Activities Supervisor, \$9,150.00 – \$103,940.00
 Jake Denzer – 7th Grade Assistant Volleyball Coach, \$2,784.00 – \$52,284.00
 Erin McBurney – Curriculum Partner – 3 hours @ \$25.00/hr - \$75.00
 Mackenzie Buelow – Curriculum Partner – 3 hours @ \$25.00/hr - \$75.00
 Miranda Boyer – New Teacher Academy – up to 40 hours @ \$25.00/hr - \$1,000.00
 Lisa McIntire – New Teacher Academy – up to 40 hours @ \$25.00/hr - \$1,000.00
 Margaret Meland – Mandt Refresher Training – 7 hours @ \$25.00/hr - \$175.00
 Denise Swenson – Web Content Creator, Jefferson - \$1,500.00

MS Advisory Committee – 7 hours @ \$25.00/hr - \$175.00

Katie Kruse	Annie Drees	Patti Johnson
Dawn Berner	Olivia Taschner	

MS Data Dig – 7 hours @ \$25.00/hr - \$175.00

Callie Hanson	Becky Zebroski	Patti Johnson
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Mandt Refresher Training – 4 hours @ \$25.00/hr - \$100.00

Sarah Radtke	Abby Turbak	Pam Luecke
Bailey Busskohl	Nichole Smith	Cara Davies
Diane Wientjes	Brooke Stark	Makayla Epp
Katie Talsma	Kris Merriam	Amanda Spaniol
Kimberly Lloyd	Gracey Brendan	Kiara Borkhuis
Tiffany Nicola	Kimberly Gilmour	Alyssa Larson
Kari Paulson	Amanda Larson	Mariah Graff
Kammi Dilworth	Jenny Berg	Joanna Dallmann
Olivia Taschner	Cristina Brandsrud	Chantell Schieber
Jason Buechler	Lachel Jung	
Emily Borkhuis	Maria Jongbloed	

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

Jake Denzer	Bailey Eschen
Bailey Johnson	Jaron Waters

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

ACTION 24246

Superintendent Dr. Jeff Danielsen presented for Board consideration the Memorandum of Understanding Agreement between Human Service Agency and the Watertown School District for the purpose of providing a Project Success Coordinator for the High School and Middle School. Jean Moulton moved the approval of the Agreement as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24247

Heidi Clausen, Business Manager, presented for Board consideration an Engagement for FY24 Audit Services with Eide Bailly LLP. Jean Moulton moved that the Engagement be approved as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24248

Heidi Clausen, Business Manager, presented for Board consideration the State contracted furniture bid with Office Peeps. Jean Moulton moved the approval of the bid with Office Peeps for furniture at the High School in the amount of \$87,679.00, as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24249

Heidi Clausen, Business Manager, presented for Board the authority to request for proposals in relation to Phase II of the Athletic Complex. Jean Moulton moved that the Business Manager be authorized to request for proposals in relation to the funding of Phase II of the Athletic Complex in the amount of \$3.2M in Capital Outlay Certificates. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24250

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. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24251

Heidi Clausen, Business Manager, presented for Board consideration a Resolution to adopt the annual budget for the 2024-25 year and to establish the levy/dollar request for the various funds. Jean Moulton moved that the following Budget Resolution be approved as presented.

RESOLUTION
BUDGET ADOPTION

BE IT RESOLVED, that the Watertown School District 14-4 after duly considering the proposed budget and after conducting a Public Hearing as per SDCL 13-11-2 does hereby approve and adopt its annual budget for the fiscal year July 1, 2024 through June 30, 2025. The adopted annual budget totals are as follows:

General Fund	32,476,410.00
Capital Outlay	18,207,800.00
Special Education	8,926,340.00
Nutrition Services	2,336,880.00
Arena Concessions	136,140.00
Driver's Educations	77,190.00
Pre-School Services	142,905.00
Self-Funded Insurance	9,330,000.00
Student Financial Aid	13,267,000.00
Lake Area Technical College	38,877,853.00
LATC – Bookstore Services	3,400,901.00
LATC – Nutrition Services	689,094.00
LATC – Day Care	430,326.00

BE IT FURTHER RESOLVED, that the adopted annual budget levy requests are as follows pending modifications by the County Auditor to accommodate the sheltered property.

General Fund – Ag Property	\$1.197 / \$1,000.00
General Fund – Owner Occupied	\$2.679 / \$1,000.00
General Fund – Commercial Property	\$5.544 / \$1,000.00
Capital Outlay – Spread Across All Property	\$7,800,000.00
Special Education Fund – All Property	\$1.488 / \$1,000.00
Debt Service – All Property	\$0.00

IT IS FURTHER UNDERSTOOD, that the District realizes the County may need to adjust the stated requests to conform with levy limits established by the State of South Dakota once assessed value amounts are confirmed by the State.

WATERTOWN SCHOOL DISTRICT NO. 14-4

Presiding Officer

Business Manager

Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 24252

Heidi Clausen, Business Manager, presented for Board information and consideration the Official Canvass Sheet of the School Board Election held on June 18, 2024.

OFFICIAL CANVASS SHEET

Date of Election – June 18, 2024

Type of Election – School Board

Number of Registered Voters on the day of the election – 18,194

Number of Registered Voters who voted in the election – 677

Percentage of Registered Voters who voted in the election – 3.72%

Candidates and Votes Received

Zach Thompson – 92

Jon Iverson – 512

Brock Manzey – 247

Kari Lohr – 414

Jon Iverson and Kari Lohr received the highest number of votes in relation to the two vacancies and therefore, each earned the term of July 2024 to July 2027 on the Watertown School Board. Roshal Rossman moved the approval of the election results in which Jon Iverson and Kari Lohr each earned three-year terms on the Watertown School Board. Jean Moulton seconded. Four votes yes. Motion carried.

ACTION 24253

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy GBED – Tobacco Free District. Kari Lohr moved that Policy GBED – Tobacco Free District be approved as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 24254

Kari Lohr moved the approval of the open enrollment request involving one (1) student as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

COMMUNICATIONS

Superintendent Dr. Jeff Danielsen shared with the Board that the new teacher luncheon will be held on August 13th and pre-conference meetings for parents is scheduled to be held at buildings on August 19th.

Jean Moulton shared with the Board that the Board of Technical Education is reviewing English Language Arts Standards and Computer Standards curriculum.

WATERTOWN SCHOOL DISTRICT BULK FUEL QUOTES

June 18, 2024

<u>Company Name</u>	<u>No. 2 Dyed Diesel Price Per Gallon</u>
Sioux Valley Coop	\$2.622
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price at \$2.622 per gallon for No. 2 Dyed Diesel Fuel.

APPOINTMENT

Jon Iverson appointed Heidi Clausen, Business Manager, as the temporary Chairman for the purpose of organizing the 2024-25 School Board.

ADJOURNMENT

Jean Moulton moved that the Watertown School Board adjourn its regular meeting at 6:00 p.m. Roshal Rossman seconded. Four votes yes. Motion carried.

By: Heidi Clausen, Business Manager

Board Chairman

Business Manager

ANNUAL ORGANIZATIONAL MEETING

The School Board convened pursuant to due notice at 6:00 p.m. to organize for the 2024-25 year with Heidi Clausen, Business Manager, presiding for the election of Board Chairman. The following members were in attendance: Jon Iverson, Jean Moulton, Kari Lohr, and Roshal Rossman. Stuart Stein was absent.

Heidi Clausen, Business Manager, called the Annual Organizational Meeting to order.

OATH OF OFFICE

Heidi Clausen, Business Manager, administered the Oath of Office to the elected Board members Jon Iverson and Kari Lohr.

CONSENT AGENDA

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

ACTION 25001

Heidi Clausen, Business Manager, asked for nominations for Chairman. Jon Iverson nominated Stuart Stein. With no other nominations, Jean Moulton moved that nominations cease and that a unanimous ballot be cast for Stuart Stein. Four votes yes. Motion carried. Stuart Stein was declared Chairman of the Watertown School Board for the 2024-25 year.

ACTION 25002

Heidi Clausen, Business Manager, asked for nominations for Vice Chairman. Kari Lohr nominated Jon Iverson. With no other nominations, Jean Moulton moved that nominations cease and that a unanimous ballot be cast for Jon Iverson. Four votes yes. Motion carried. Jon Iverson was declared Vice Chairman of the Watertown School Board for the 2024-25 year.

ACTION 25003

Heidi Clausen, Business Manager, presented for Board approval that the second Monday of each month at 5:30 p.m., at the Watertown High School be designated as the date, time, and location of the 2024-25 regular School Board meetings. Kari Lohr moved the approval of the School Board meetings as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25004

Heidi Clausen, Business Manager, presented for Board approval that the 2025 School Board Election be set for June 17, 2025. Jean Moulton moved the approval of the School Board Election date as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 25005

Heidi Clausen, Business Manager, presented for Board approval that the School Board members be compensated at a rate of \$125.00 per meeting. Roshal Rossman moved the approval of the School Board members rate as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 25006

Heidi Clausen, Business Manager, presented for Board approval that the Watertown School District be authorized to participate in the National School Lunch and Breakfast Program for the 2024-25 school year. Jean Moulton moved the approval of the District participating in the National School Lunch and Breakfast Program as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25007

Heidi Clausen, Business Manager, presented for Board approval the Agreement for Truancy Officer Services between the City of Watertown Police Department and the Watertown School District. Kari Lohr moved the approval of the Truancy Agreement as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25008

Heidi Clausen, Business Manager, presented for Board approval the following activity fees, lunch and breakfast prices, and substitute pay scale be established for the 2024-25 school year.

Activity Ticket Fees

Activity:	<u>Adult</u>	<u>Student</u>
Activity Ticket	\$80.00	\$20.00
Single Event	\$5.00	\$3.00
65+	No Charge	

Nutrition Services Meal Fees

Classification:	<u>High School</u>	<u>Middle School</u>	<u>Intermediate/Elementary</u>	<u>Adult</u>
Regular Meal	\$3.25	\$3.25	\$3.00	\$5.10
Reduced Price	\$0.40	\$0.40	\$0.40	---
Free Meal	\$0.00	\$0.00	\$0.00	---
Regular Breakfast	\$2.25	\$2.25	\$2.00	\$2.95
Reduced Breakfast	\$0.30	\$0.30	\$0.30	---
Milk (1/2 Pint)	\$0.40	\$0.40	\$0.40	\$0.40

Substitute Pay Scale

Classification:	<u>Hourly Rate</u>	<u>Daily Rate Equivalent</u>
Certified Substitutes	\$21.25	\$170.00
Non-Certified Substitutes	\$18.75	\$150.00
Long Term Assignments	\$22.50	\$180.00
Substitute Planning Time	\$14.00	
Employee Planning Time	\$20.80	
Classified Substitutes	<i>Rate of position to which assigned</i>	

Jean Moulton moved the approval of the activity fees, meal prices, and substitute pay scale as presented. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 25009

Superintendent Dr. Jeff Danielsen made the following committee appointments for the 2024-25 year:

- Personnel Committee: Kari Lohr and Roshal Rossman
- Property Committee: Jon Iverson and Jean Moulton
- Northeast Technical High School Board Members: Stuart Stein, Jean Moulton, Jon Iverson and alternate Kari Lohr
- ASBSD Convention Delegate: Roshal Rossman and alternate Kari Lohr
- ASBSD Legislative Representative: Roshal Rossman
- Board of Equalization: Jean Moulton
- BISCO Representative: Roshal Rossman
- Arrow Education Foundation Board Member: Kari Lohr
- Professional Growth Committee: Roshal Rossman and Jean Moulton
- LATC Foundation Board Member: Stuart Stein
- LATC Strategic Advisory Council: Jon Iverson
- LATC Campus and Facilities Committee: Jean Moulton and Kari Lohr

Kari Lohr moved the approval of the committee appointments as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25010

Heidi Clausen, Business Manager, presented for Board approval that First Interstate Bank be designated as the District's official financial depository for the 2024-25 year. Jean Moulton moved the approval of financial depository as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25011

Heidi Clausen, Business Manager, presented for Board approval the Watertown Public Opinion be designated as the official newspaper for the District for the 2024-25 year. Kari Lohr moved the approval of the official newspaper as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25012

Heidi Clausen, Business Manager, presented for Board approval that Rory King, Bantz, Gosch & Cremer, LLC and KSB School Law, be designated as the District's legal counsel for the 2024-25 year. Jean Moulton moved the approval of the legal counsel as presented. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25013

Superintendent Dr. Jeff Danielsen presented for Board approval Title I, Section 504 representative. Kari Lohr moved that Shannon Knopf, Principal, be designated as the District's Title I, Section 504 representative for the 2024-25 year. Roshal Rossman seconded. Four votes yes. Motion carried.

ACTION 25014

Superintendent Dr. Jeff Danielsen presented for Board approval Title II, Homeless Education representative. Roshal Rossman moved that Derek Barrios, Assistant Superintendent, be designated as the District's Title II, Homeless Education representative for the 2024-25 year. Kari Lohr seconded. Four votes yes. Motion carried.

ACTION 25015

Superintendent Dr. Jeff Danielsen presented for Board approval Title IX, Discrimination representative. Kari Lohr moved that Craig Boyens, Activities Director, be designated as the District's Title IX, Discrimination representative for the 2024-25 year. Roshal Rossman seconded. Four votes yes. Motion carried.

ADJOURNMENT

Jean Moulton moved that the Watertown School Board adjourn its Organizational Meeting at 6:14 p.m. Roshal Rossman seconded. Four votes yes. Motion carried.

By: Heidi Clausen, Business Manager

Board Chairman

Business Manager

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

GENERAL FUND

Received the first monthly State Aid payment in the estimated amount of \$1,154,796. This amount will be adjusted once the district's 2024-25 enrollment is verified. Federal revenue in the amount of \$394,565 was received and is related to ESSER grant funds. The revenue was exceeded by the expenditures which is typical for July. Expenditures included the renewal to workman's compensation insurance in the amount of \$104,708 and a payment to Security Benefit for the annual early retirement payment in the amount of \$552,139. This fund's ending cash position of \$8.7M reflects a slight increase from previous year and is due to the timing of the liability insurance payment which will take place in August.

CAPITAL OUTLAY

The revenue consists of the typical July property taxes. Expenditures include \$1,094,551 in debt service payments and \$535,337 towards construction in progress of the athletic complex. This fund's ending cash position of \$7M reflects an increase compared to the prior two years.

SPECIAL EDUCATION

Received the first monthly State Aid payment in the estimated amount of \$244,413. This amount will also fluctuate slightly until the final enrollment numbers are confirmed. The expenditures exceeded the revenue for the month of July as typical. This fund's ending cash position of \$2.5M reflects improvement over the prior years. The steady increase in fund balance from year to year is positive as we work towards a fund balance projection at fiscal year-end that is closer to 15 percent of annual expenditures.

LAKE AREA TECH

Received several different revenue sources, including \$533,147 in federal grants. The decrease in cash position is directly related to construction in progress of the Archway. A foundation contribution of \$3.5M will take place in August. When considering the contribution left to collect, the cash balance reported at \$3.9M is reflective of \$7.4M and above that of the previous year when considering the receivable of contribution revenue.

FINANCIAL AID

Revenue and expenditures associated with providing financial federal support to students attending Lake Area Technical College.

EMPLOYEE BENEFIT TRUST

The premiums were exceeded by the claims and administrative costs during the month. This is typical as the district's ten-month employees do not contribute to the plan during the month of July and August. The ending cash position reflects a decrease. Premium increases to the plan will take place in September payroll. The trend of the plan anticipates that increased premiums will be necessary in future years to offset increased claims and high-cost claimants that are steadily increasing.

K-12 NUTRITION

Limited activity. Increased revenue sources will take place in August as families replenish their lunch accounts.

ARENA CONCESSION

Limited activity.

LATC BOOK STORE

Sales and expenditures are typical for this time of year with increased activity anticipated in the upcoming months. This fund's ending cash position is noted at \$1.1M and fluctuates as inventory works through the bookstore.

LATC FOOD SERVICE

Sales and expenditures are typical for this time of year with increased activity anticipated in the upcoming months. The cash balance of \$309,468 is above that of the previous year.

LATC EDUCARE

Services and expenditures are typical for this time of year with increased activity anticipated in the upcoming months. The cash balance of \$364,616 is above that of the previous year and the program continues to operate at a successful student to staff ratio.

DRIVERS EDUCATION

Expenditure activity related to summer programming.

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:	\$9,610,291.82	\$8,853,864.07	\$2,739,226.21	\$7,512,530.35	\$9,803.62
RECEIPTS:					
TAXES	\$105,601.41	\$85,225.07	\$55,436.69		
TUITION				\$39,274.84	
COUNTY REVENUE	\$53,105.15				
STATE AID	\$1,154,796.00		\$244,413.00		
OTHER STATE REV.					
FEDERAL REVENUE	\$394,565.14			\$533,147.52	\$12,891.00
SALES				\$14,604.76	
INTEREST	\$30,837.83			\$24,106.46	
OTHER REVENUE	\$64,022.55	\$7,419.86	\$1,000.00	\$177,837.80	\$2,694.13
SALES TAX				\$1,243.05	
CONTRIBUTIONS					
TRANSFER IN					
TOTAL INCOME					
	\$1,802,928.08	\$92,644.93	\$300,849.69	\$790,214.43	\$15,585.13
DISBURSEMENTS:					
EXPENDITURES	\$885,629.46	\$1,922,672.60	\$78,045.16	\$2,918,530.65	\$15,630.55
PAYROLL	\$1,811,578.07		\$417,896.73	\$1,470,391.44	
RECLASSIFY EXPENSE					
TRANSFER OUT					
VOIDED CHECK					
TOTAL DISBURSEMENT					
	\$2,697,207.53	\$1,922,672.60	\$495,941.89	\$4,388,922.09	\$15,630.55
BALANCE:					
7/31/2024	\$8,716,012.37	\$7,023,836.40	\$2,544,134.01	\$3,913,822.69	\$9,758.20
7/31/2023	\$8,218,512.06	\$5,904,930.30	\$1,494,992.26	\$7,326,327.72	\$86,381.86
7/31/2022	\$8,421,197.72	\$9,423,856.43	\$1,003,496.96	\$7,840,475.53	\$58,023.95

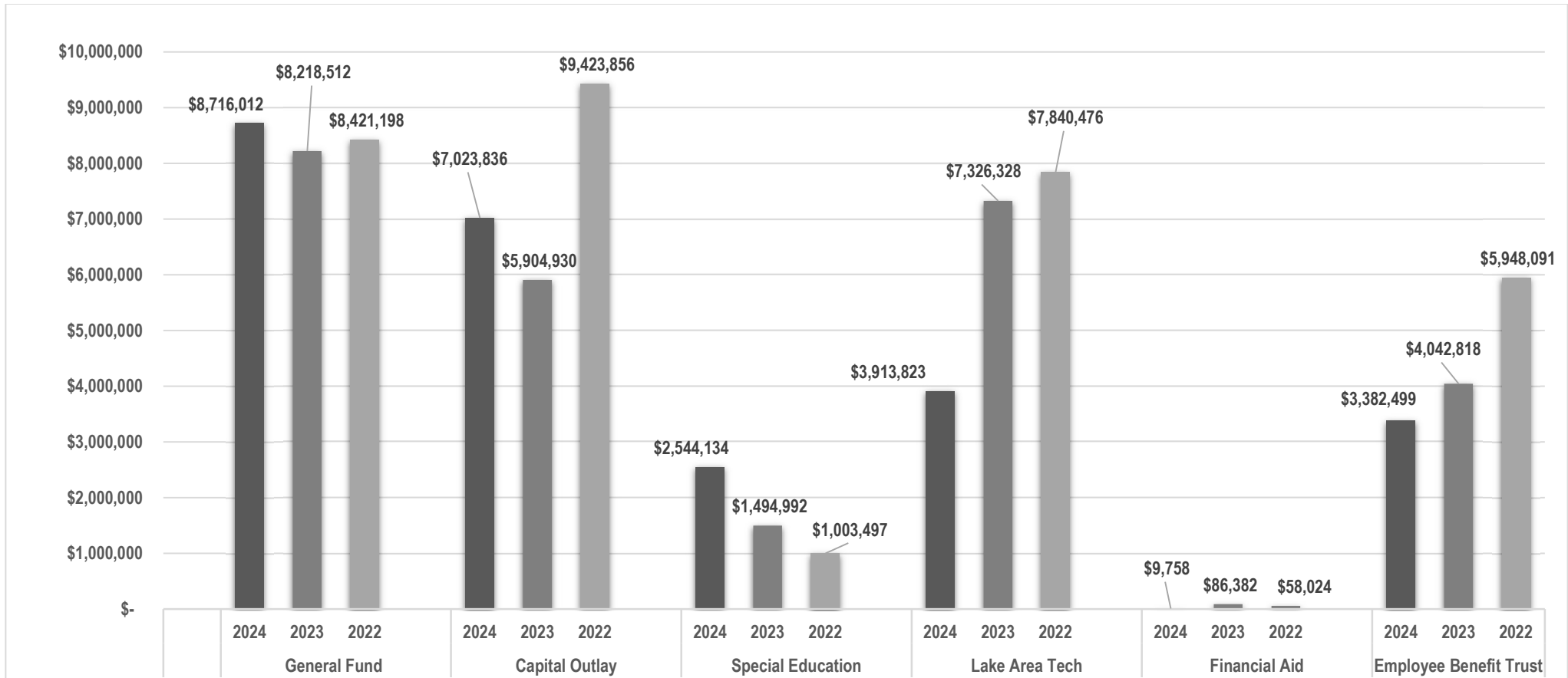
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

	EMPLOYEE BENEFIT TRUST	K-12 NUTRITION	ARENA CONCESSION	LATC BOOK STORE	LATC FOOD SERVICE	LATC EDUCARE
BEGINNING BALANCE:	\$3,537,502.40	\$265,963.51	\$35,850.16	\$1,288,367.62	\$303,492.17	\$357,931.55
RECEIPTS:						
TAXES						
TUITION						
COUNTY APPOR.						
STATE AID						
OTHER STATE REV.		\$900.00				\$2,436.75
FEDERAL REVENUE						
SALES				\$156,950.93	\$33,327.16	\$39,357.43
INTEREST	\$7,219.88					
OTHER REVENUE	\$517,714.47	\$4,122.64		\$369.51		
SALES TAX				\$9,550.07	\$103.34	
TRANSFER IN						
TOTAL INCOME	\$524,934.35	\$5,022.64	\$0.00	\$166,870.51	\$33,430.50	\$41,794.18
DISBURSEMENTS:						
EXPENDITURES	\$679,937.68	\$9,886.84	\$2,326.39	\$298,121.70	\$15,748.25	\$5,185.54
PAYROLL		\$16,586.42	\$2,492.57	\$15,203.52	\$11,706.15	\$29,923.99
RECLASSIFY EXPENSE						
TRANSFER OUT						
VOID CHECK						
TOTAL DISBURSEMENT	\$679,937.68	\$26,473.26	\$4,818.96	\$313,325.22	\$27,454.40	\$35,109.53
BALANCE:	7/31/2024	\$3,382,499.07	\$244,512.89	\$31,031.20	\$1,141,912.91	\$309,468.27
	7/31/2023	\$4,042,818.49	\$641,053.21	\$29,542.85	\$936,376.89	\$288,702.32
	7/31/2022	\$5,948,090.74	\$1,093,418.22	\$36,744.56	\$1,344,636.82	\$245,956.97
						\$366,034.12

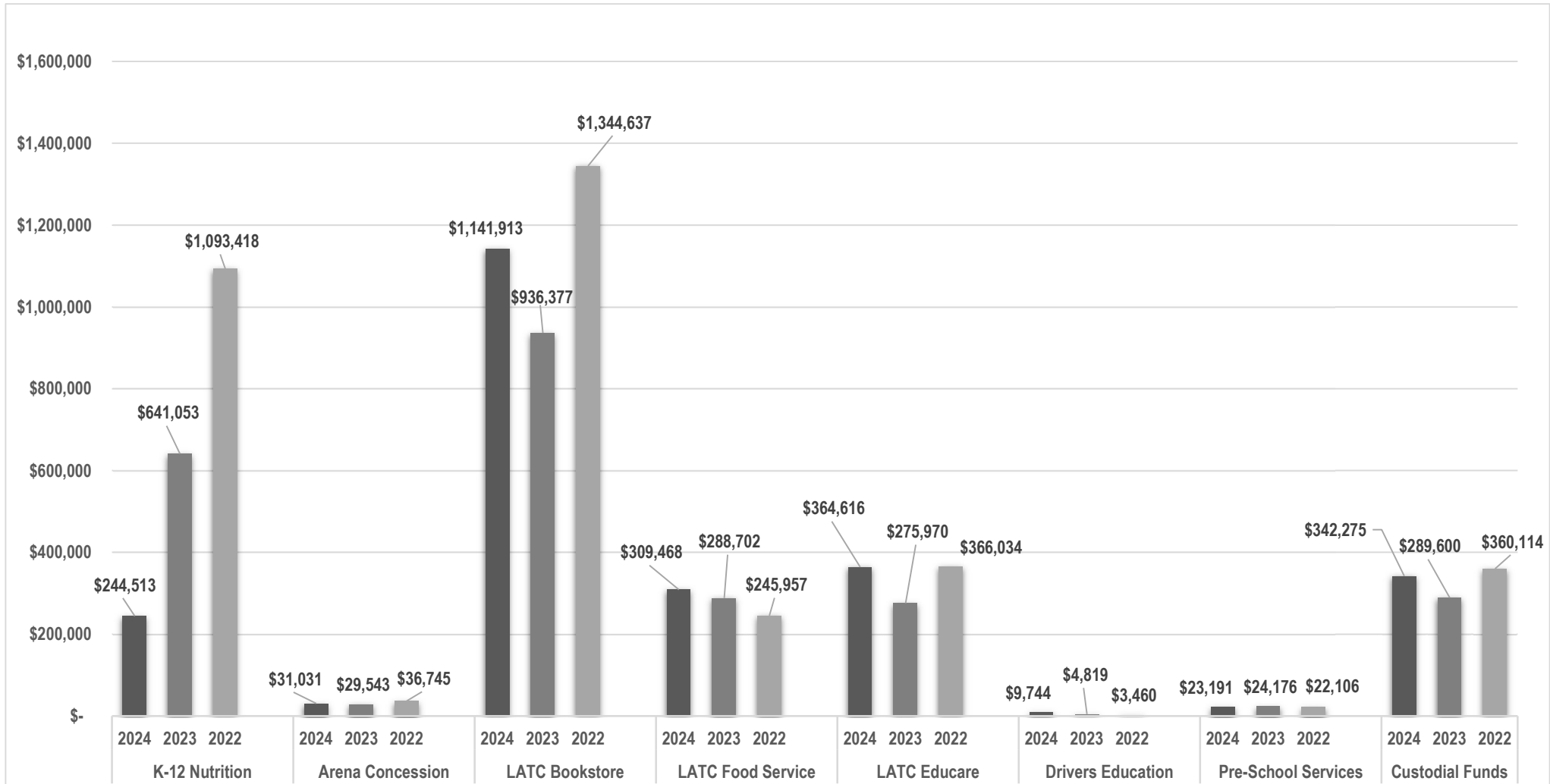
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

	DRIVERS EDUCATION	PRE-SCHOOL SERVICES	CUSTODIAL FUNDS	
BEGINNING BALANCE:	\$9,838.80	\$23,390.59	\$357,943.10	
RECEIPTS:				
TAXES				
TUITION				
COUNTY APPOR.				
STATE AID				
OTHER STATE REV.				
FEDERAL REVENUE				
SALES				
INTEREST				
OTHER REVENUE			\$8,720.10	
TRANSFER IN				
TOTAL INCOME	\$0.00	\$0.00	\$8,720.10	
DISBURSEMENTS:				
EXPENDITURES	\$95.00	\$200.00	\$24,388.47	
PAYROLL				
RECLASSIFY EXPENSE				
TRANSFER OUT				
VOID CHECK				
TOTAL DISBURSEMENT	\$95.00	\$200.00	\$24,388.47	
BALANCE:	7/31/2024	\$9,743.80	\$23,190.59	\$342,274.73
	7/31/2023	\$4,818.61	\$24,175.54	\$289,600.30
	7/31/2022	\$3,459.94	\$22,106.06	\$360,114.47

July 2024 Treasurer's Report



July 2024 Treasurer's Report



Fund: 10 GENERAL FUND

ANDERSEN-MJOUN, STACY	REIMB MLGE	95.88
BARRIOS, DEREK	REIMB MEALS	82.00
CASTLE, WILLIAM	REIMB MLGE	202.88
CLAUSEN, HEIDI	REIMB MLGE	106.08
CLUBHOUSE HOTEL & SUITES - PIERRE	LODGING - H CLAUSEN	1,063.00
DIAZ, KIM	REIMB MLGE	12.24
JOHNSON, CHAD	REIMB MLGE MEALS	434.58
LODGE AT DEADWOOD	LODGING - D BARRIOS	1,330.00
SASD	EVEENT REG - D BARRIOS/C BOYENS	600.00
STYDEL, MICHAEL	REIMB MLGE	37.84
WALKER, SCOTT	REIMB MEALS	354.00
WALKER, TRICIA	REIMB MLGE	106.08

Fund 10 Total: 4,424.58

Fund: 22 SPECIAL EDUCATION

LINDNER, WENDI	REIMB MLG	121.83
NICOLA, TIFFANY	REIMB MLGE	37.74

Fund 22 Total: 159.57

Fund: 23 LATC POST SECONDARY EDUCATION

ALLEN, ANGELA	REIMB MTS MEALS	52.00
DAYS INN MITCHELL	LODGING - A HOLDEN	252.00
DILLON, HANNAH	REIMB MEALS TRANSP - NLSC	678.46
DUNN, THOMAS	REIMB DRONE CAMP MEALS	160.00
FISCHER, BRADLEY	REIMB MTS LODGING MEALS	443.27
GIERE, STUART	REIMG MTS MLGE	1,068.43
HALL, KORY J	REIMB MLGE	136.24
HENNINGSGUARD, STEVE	REIMB MLGE FUEL	443.07
HOFFER, LORNA	REIMB MLGE	108.12
KAKACEK, MICHELLE	REIMB MTS LODGING MEALS	312.11
LEIDHOLT, JULIE	REIMB DRONE CAMP MEALS FUEL	389.00
MENKE, PETE	REIMB MTS MLGE MEALS	224.32
MITCHELL HOLIDAY INN EXPRESS & SUITES	LODGING	1,528.00
SANDERSON, TIFFANY	REIMB MEALS	372.00
STEFFENSEN, CARLA	REIMB MLGE	91.80
THIEX, TRAVIS	REIMB MTS MLGE	144.10

Fund 23 Total: 6,402.92

TOTAL: 10,987.07

Fund: 10 GENERAL FUND

ARPS, SETH	AFTER SCHOOL TUTOR	800.00
BEUTOW, ROBYN	AFTER SCHOOL TUTOR	500.00
BRIST, TODD	REIMB AIRFAIRE - NASHVILLE	362.20
COMES, RICHARD	REIMB MEALS	17.02
DCI-DIVISION OF CRIMINAL INVES	BACKGROUND CKS	216.25
FISCHER, AARON	AFTER SCHOOL TUTOR	825.00
GROTON SCHOOL DISTRICT	WR ENTRY FEE	150.00
HARRISBURG HIGH SCHOOL	ESD TENNIS TOURNERY SHARE	133.00
HAUKOS, PAM	REIMB MEALS	14.01
KEARNEY, ROBERT	REIMB PART	11.73
LUDWIG, CHERI	REIMB PHYSICAL	120.00
ROTARY CLUB OF WATERTOWN	JD ROTARY DUES MEALS	209.00
STEINMETZ, SUZANNE	AFTER SCHOOL TUTOR	875.00
TULOWETZKE, DELTON	REIMB MEALS	134.58
WALKER, SCOTT	REIMB DEBATE LODGING SUP	1,756.64
WALKER, TRICIA	REIMB SUP	9.88
ZINK, RYAN	REIMB FUEL	135.29

Fund 10 Total:	6,269.60
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Fund: 21 CAPITAL OUTLAY

FOLLETT CONTENT SOLUTIONS LLC	BOOKS	2,003.10
PERMA BOUND BOOKS	BOOKS	920.42

Fund 21 Total:	2,923.52
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Fund: 22 SPECIAL EDUCATION

LINDNER, WENDI	REIMB MLGE	379.44
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Fund 22 Total:	379.44
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Fund: 23 LATC POST SECONDARY EDUCATION

ALLEN, ANGELA	REIMB MTS PHONE	50.00
DCI-DIVISION OF CRIMINAL INVES	BACKGROUND CKS	389.25
FISCHER, BRADLEY	REIMB MTS PHONE - MAY 2024	50.00
GIERE, STUART	REIMB MTS CELL/MEAL/SUPPLIES	202.14

Fund 23 Total:	691.39
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Fund: 51 FOOD SERVICE FUND

CHRISTENSEN, CHAD	REFUND WYATT LUNCH	22.30
NEI, SAMANTHA	REFUND LIBERTY LUNCH	203.55
STANDING SOLDIER, TERIELLE	REFUND B BUCKMAN LUNCH	3.45

Fund 51 Total:	229.30
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TOTAL:	10,493.25
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Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2024 - 07/2024

Excluding Zeros; Beginning Month 07/2024; Processing Month 07/2024; Accounts to Include Accounts with Activity;
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	23,340.51	0.00	1,407.93	0.00	24,748.44
71 704 809	FUND BALANCE/BISCO	23,739.35	0.00	0.00	0.00	23,739.35
71 704 820	FUND BALANCE/MS SCHOOL STORE	4,064.38	0.00	0.00	0.00	4,064.38
71 704 822	FUND BALANCE/CLASS PROM	6,543.10	0.00	0.00	0.00	6,543.10
71 704 824	FUND BALANCE/CLEARING ACCT	0.00	0.00	708.75	0.00	708.75
71 704 825	FUND BALANCE/DEBIT CARD	43,162.61	0.00	1,248.49	0.00	44,411.10
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	2,062.29	0.00	125.00	0.00	2,187.29
71 704 844	FUND BALANCE/INTERMEDIATE SCHOOL	6,175.44	0.00	0.00	0.00	6,175.44
71 704 850	FUND BALANCE/JEFFERSON SCHOOL	760.71	0.00	0.00	0.00	760.71
71 704 851	FUND BALANCE/KEY CLUB	4,766.78	0.00	0.00	0.00	4,766.78
71 704 854	FUND BALANCE/LATC FEE FUND	35,352.15	0.00	788.28	0.00	36,140.43
71 704 856	FUND BALANCE/LINCOLN SCHOOL	3,407.00	0.00	0.00	0.00	3,407.00
71 704 860	FUND BALANCE/MCKINLEY SCHOOL	1,706.55	0.00	71.40	0.00	1,777.95
71 704 862	FUND BALANCE/MELLETTTE SCHOOL	443.71	0.00	0.00	0.00	443.71
71 704 865	FUND BALANCE/MID SCHL STAFF	925.42	0.00	0.00	0.00	925.42
71 704 867	FUND BALANCE/MID SCHOOL GENL	5,056.45	0.00	0.00	0.00	5,056.45
71 704 869	FUND BALANCE/NATIVE AMERICAN CLUB	1,352.14	0.00	0.00	0.00	1,352.14
71 704 870	FUND BALANCE/NATIONAL FORENSIC	29,170.48	0.00	0.00	0.00	29,170.48
71 704 871	FUND BALANCE/NATL HONOR SOC	1,068.75	0.00	0.00	0.00	1,068.75
71 704 872	FUND BALANCE/NEEDY STUDENT	27,872.66	0.00	1,000.25	0.00	28,872.91
71 704 876	FUND BALANCE/ROOSEVELT SCHOOL	301.76	0.00	0.00	0.00	301.76
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	2,850.33	0.00	0.00	0.00	2,850.33
71 704 882	FUND BALANCE/SR HIGH GENERAL	6,138.58	0.00	0.00	0.00	6,138.58
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	1,721.71	0.00	0.00	0.00	1,721.71
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	7,586.80	0.00	0.00	0.00	7,586.80
71 704 891	FUND BALANCE/TUCKS	9,772.75	0.00	0.00	0.00	9,772.75
71 704 900	FUND BALANCE/SKILLSUSA	15,306.28	125.00	2,370.00	0.00	17,551.28
71 704 902	FUND BALANCE/FBLA	7,438.82	15.47	1,000.00	0.00	8,423.35
71 704 912	FUND BALANCE/ARROW ED FOUND	36,139.92	0.00	0.00	0.00	36,139.92
Fund Total: 71		333,695.10	140.47	8,720.10	0.00	342,274.73

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

RESIGNATIONS

Scott Hansen – Diesel Technology Instructor

Darcy Green – AEL Instructor

CONTRACT RECOMMENDATIONS/ ADDENDUM

Joseph Rethke – Heavy Equipment Operator & CDL Instructor - \$73,921.00

Blake Wilkinson – Auto Body & Paint Technology Instructor - \$56,874.00

Dylan Ruotsalainen – Information Technology Technician II – prorated to \$42,226.38 due to start date

Chad Stahl – Dakota Dreams Stipend - \$600.00

Tristin Westhoff – Diesel Technology Instructor (ThinkBIG) – \$71,849.00

Michelle Moore – Natural Resources Management/Conservation Officer Instructor - \$66,161.00

Emily Olson – Dental Assisting/Dental Hygiene Instructor - \$72,366.00

Brad Ausborn – Aviation Maintenance/Pilot Maintenance Lab Instructor - \$66,702.00

Elizabeth Clobes – Student Success and Career Services Coordinator – prorated to \$46,563.64 due to start date

Adjunct Instructor

Greg Klein – PLT Student Flight Instruction, \$43.50/hour – as needed hours, PLT Student Ground Instruction,

\$24.40/hour – as needed hours, Fleet Management, \$15.00/hour – as needed hours

Mike Thu – EO Instructor – 1-day max @ \$404.08 - \$404.08

Corporate Education

Chris Noeldner – Industry Safety Courses - \$250/3-hour course - up to 6 courses, \$300/4-hour course – up to 10 courses, \$400/6-hour course – up to 3 courses, \$700/10-hour course – up to 3 courses



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Airplanes (Used)
July 31, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES

Bid Recommendation: No bids were received. LATC requests the Watertown School Board authorize Lake Area Tech to directly purchase up to three (3) single-engine airplanes and one (1) multi-engine airplane for use by LATC’s Aviation-Fixed Wing Pilot program. The equipment is funded through the State of South Dakota and budgeted at \$400,000 total.

Bids Opened by: N/A

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: N/A

Quote Q-988849

Laerdal Medical Corporation

167 Myers Corners Road
Wappingers Falls, NY 12590
Order to: 877-LAERDAL
Fax Order To: (800) 227-1143
Email: customerservice@laerdal.com



Senior Territory Manager

Ben Zajicek
(845) 214-7474
benjamin.zajicek@laerdal.com

Instructions

To prevent any delays in processing your purchase, please include your quote # when ordering.

DATE: 07-25-2024

ATTN: Mrs. Mindy Sandau BSN, CHSOS
+16058825284
mindy.sandau@lakeareatech.edu

QUOTE NUMBER: Q-988849

CREDIT TERMS: 30 days

EXPIRATION DATE: 11-22-2024

PO NUMBER:

BILL TO: 10112272

WATERTOWN SCHOOL DIST 14-4
DBA: Lake Area Tech Inst
PO Box 730
Watertown SD 57201

SHIP TO:

Mindy Sandau
Lake Area Tech Institute
1201 Arrow Avenue Northeast
Watertown SD 57201

Nursing Anne Simulator

Qty	Description	List Price	Term	Unit Price	Total
3	320-05050 Nursing Anne Simulator Medium Includes Nursing Anne Simulator Medium Manikin, wig, pupil set, female genitalia, ostomy set, blood pressure cuff, lubricant spray, silicone dressings, subcutaneous injection pads, bottle of red simulated blood, adult gown, user guide.	\$21,299.00		\$21,299.00	\$63,897.00
3	320-83050 Nursing Anne Simulator On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test.	\$2,799.00		\$2,799.00	\$8,397.00

Nursing Anne Simulator

Qty	Description	List Price	Term	Unit Price	Total
3	400-01050 LLEAP Software License	\$6,199.00		\$5,827.06	\$17,481.18
TOTAL:					\$89,775.18

ITEM TOTAL:	\$89,775.18
SHIPPING/HANDLING:	\$858.00
ADDITIONAL CHARGE/CREDIT:	
TAX:	\$0.00
TOTAL:	\$90,633.18

There are various payment options; please see bottom of your quote for further clarification.
Appropriate Sales Tax will be added to invoice - Pricing and Availability are subject to change
Shipping/Handling costs will be added to invoice

By Accepting this Quote, the following terms are hereby incorporated into customer's order:

Products:

Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

Payment:

Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow.

Warranty:

One(1) year warranty on manufactured products and 90 day warranty on refurbished products
Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

Delivery:

If you require delivery of the product to a specific location within your building, there will be an additional charge. This charge will be included in the total Shipping and Handling cost stated in this quote.

Delivery of product to a site without a loading dock will require Lift Gate delivery and should be identified during quote process as there is an added fee. In addition, if delivery to a specific location within a building is needed, it is available at an additional cost. Please ensure that necessary delivery requirements are discussed, and the related fees are included on the quote. This will also enable us to set proper delivery expectations with our warehouse.

Training/Education:

Onsite and Virtual Education will expire one (1) year from date of purchase. Exceptions include:

- Educational Pathway trainings will expire two (2) years from date of purchase. Five (5) or more Ed Path Training days will expire in five (5) years.
- Contracts/Technology Sustainment Program (TSP)

- Advanced Care & Maintenance Courses

CANCELLATION or RESCHEDULING of EDUCATIONAL or TECHNICAL SERVICES WILL RESULT IN CANCELLATION/RESCHEDULING FEES.

7 DAYS OR LESS: 100% of Course / Service Cost

8 DAYS to 2 WEEKS: 75% of Course / Service Cost

15 DAYS to 20 DAYS: 50% of Course / Service Cost

3 WEEKS or MORE: NO FEE

Customer will be required to submit a new PO to reschedule a cancelled course / service.

Confidential

4.2.3. Authority to Purchase-Skid Steer Loader

-- Standard Features --

-- Custom Options --



S Series SVL97-2HFC
*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota
Diesel Engine
Electronic Travel Torque
Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and
pressurized cab with A/C
High Back, Adjustable, Vinyl,
Suspension Seat
2" Retractable Seat Belt And 2-
Piece Seat Bar
23.1 gpm Auxiliary Hydraulics
Standard, 40.0 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5
Lower Track Rollers
High Grip Rubber Tracks, 17.7"
Standard
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Variable Displacement
Pumps
Rearview Camera
KubotaNOW Telematics
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle
Controls
Stall Guard Engine Controls
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine Temperatur,
DEF, and Fuel Gauges and
Warning Lights
Lockable DEF Tank Cap
Lockable Fuel Cap
Radio Ready on Enclosed
Cabs

BASIC UNITS

SVL97-2S, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab
Quick Coupler

OPERATIONAL

DIMENSIONS
Operating Weight*, SVL97-2s,
17.7" Rubber Tracks, Open
ROPS/FOPS Cab,
Mechanical Quick Coupler 11,299
lbs.
Rated Operating Capacity (ROC)
@ 35%
of Tipping Load complies with ISO
14397-1
and SAE J 818) 3,200 lbs.
Rated Operating Capacity (ROC)
@ 50%
of Tipping Load 4,572 lbs.
Tipping Load 9,143 lbs.
Auxiliary Hydraulics Flow 24 / 40.0
gpm
Travel Speed (Low / High) 5.0 / 7.3
mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.
Traction Force 12,178 lbf.

* Includes operator's weight, 175
lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
Width (without attachment) 77.2"
Length (without attachment) 123.5"
Length of Track on Ground 65.6"

SVL97-2HFC Base Price: \$92,961.00

(1) SVL TELEMATICS HARNESS inc.
S6702-SVL TELEMATICS HARNESS

(1) SVL REAR VIEW CAMERA KIT inc.
S6780-SVL REAR VIEW CAMERA KIT

(1) AT&T TELEMATICS MODEM \$449.00
DCU6700-AT&T TELEMATICS MODEM

(1) 80" Heavy Duty, Low Profile, Long Floor, Side \$2,702.00
Cutter and Bolt-on Cutting Edge, 21.3 cu-ft heaped
capacity
S6606-80" Heavy Duty, Low Profile, Long Floor, Side Cutter
and Bolt-on Cutting Edge, 21.3 cu-ft heaped capacity

(1) SVL97-2 REAR VIEW CAMERA KIT \$638.00
S9780-SVL97-2 REAR VIEW CAMERA KIT

(1) CCV Heater Kit \$173.00
S6781-CCV Heater Kit

Configured Price: \$96,923.00

Sourcewell Discount: (\$23,261.52)

SUBTOTAL: \$73,661.48

Dealer Assembly: \$454.67

Freight Cost: \$831.25

PDI: \$400.00

Block Heater/Radio \$600.00

Total Unit Price: \$75,947.40

Quantity Ordered: 1

Final Sales Price: \$75,947.40

Purchase Order Must Reflect Final Sales Price.

**To order, place your Purchase Order directly with the quoting
dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



FY25 Equipment Bid List

8/12/24 Request for Authority to Bid

Program Name	Source	Equipment Name	Estimated Cost
Automotive Technology	Perkins FY25	Automotive Technology Trainers	\$144,000.00
Building Trades Technology	Bartels	Scaffolding Planks	\$73,500.00
Building Trades Technology	Bartels	Commercial Crane	\$500,000.00
Heavy Equipment Operator	GOED	Semi Tractor	\$75,000.00
Heavy Equipment Operator	Perkins FY25	Heavy Equipment Simulator w/GPS	\$120,000.00
Law Enforcement	Bartels	Driving simulator	\$98,000.00
Med/Fire Rescue	GOED	Fire Truck	\$216,500.00
Nursing	Perkins FY25	Neonatal Patient Simulator	\$58,597.00
Nursing	Perkins FY25	Obstetric Patient Simulator	\$106,597.00
Precision Machining	GOED	Wire Electrical Discharge Machine (EDM)	\$140,000.00
Robotics/Electronics	GOED	CNC for Robot Cell	\$80,000.00
Robotics/Electronics	GOED	Automation Sensors	\$60,000.00
Robotics/Electronics	GOED	3D Scanner	\$60,000.00
Robotics/Electronics	GOED	Fusion Laser	\$70,000.00
Surgical Technology	Bartels	Surgical Lights	\$150,000.00
Surgical Technology	GOED	Surgical Boom	\$259,128.00
		TOTAL	\$2,211,322.00

4.2.6. Consider Property Lease-Nursing Program at Capital City Campus



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LEASE AGREEMENT

LEASE: July 1, 2024

THIS LEASE is made and entered on this 13th day of August 2024 by and between the Watertown School District No. 14-4 doing business as Lake Area Technical College (LATC), a School District of the State of South Dakota (hereafter referred to as "Tenant"), and Capital University Center Foundation d/b/a Capital City Campus, hereafter referred to as "Landlord".

IN CONSIDERATION of the mutual covenants contained in this lease and the terms and conditions hereinafter set forth, the parties agree as follows:

SECTION 1

LEASED

PREMISES

1.1) Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord certain real property, hereinafter referred to as the "Premises", which includes the building and other related improvements located at:

Address: 925 East Sioux
Avenue Pierre, SD
57501
County: Hughes

The leased premises consist of an area of approximately 1,207 square feet within the building. Of the total, approximately 1095 square feet is designated classroom areas, approximately 112 square feet a designated office.

1.2) Quiet Enjoyment. Landlord covenants and agrees, so long as Tenant is not in default under the terms of this Lease, to provide quiet and peaceful possession of the Premises and that Tenant may enjoy all the rights granted without interference.

SECTION 2

TERM

2.1) Term. The term of this Lease will be for a period of One (1) year commencing on July 1, 2024 and ending on June 30, 2025.

SECTION 3

RENT

3.1) Rent. Tenant agrees to pay to Landlord, at Landlord's address as set forth in Section 11 herein, equal monthly installments of \$1,307.58, totaling \$15,691.00 for the 12-month lease. Rent is computed as follows: 1,207 square feet at \$13.00 per square foot per year. Rental payments are due the first day of each month thereafter through the conclusion of the lease term.

At the \$13.00 per square foot per year rate, Landlord agrees to offer discounted room rental rates to Tenant as follows:

- Classroom (different than those included in Lease), board room, commons area
 - \$50/half day | \$100/full day
- Auditorium
 - \$100/half day | \$175/full day

3.2) Grace Period. Landlord agrees that Tenant will have a fifteen-day grace period after each rent payment is due, during which no penalty or interest will be accrued. Landlord agrees that Tenant will not be considered in default if payment of rent is made within the fifteen-day grace period.



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SECTION 4

TAXES ASSESSMENTS AND UTILITIES

4.1) Taxes and Assessments. Landlord agrees to pay, when due, all taxes of any kind, general or special, foreseen or unforeseen, of any nature whatsoever, and installments of special assessments thereof which may be taxed or imposed on the Premises, including the improvements.

4.2) Utilities and Services are to be paid to vendor by either Landlord or Tenant as indicated below if applicable and if a service does not exist then a N/A will suffice:

Electricity	Landlord	Landscaping	Landlord
Gas	Landlord	Lawn Mowing	Landlord
Water	Landlord	Janitorial	Landlord
Sewer	Landlord	Snow Removal	Landlord
Telephone	Tenant	Garbage	Landlord
Cable	Tenant	Internet, hard-line	Tenant
		Internet, wireless	Landlord

Other: Designated offices are fully furnished and move in ready. Shared access and use to the workroom is included in this lease.

4.3) Failure to Pay or Provide Services. In the event that Landlord fails to pay utility or service expenses when due, Tenant may elect to pay the vendor to avoid interruption in services. In the event that Landlord fails to provide for services within a reasonable time, Tenant may elect to complete such services. Any amounts paid by Tenant pursuant to this section shall be set off against any rent owed to Landlord. The foregoing remedy shall be in addition to remedies afforded to Tenant under applicable law. As used herein, "reasonable time" shall mean within a reasonable time after Landlord is informed or has reason to know of the need for completion of the services but shall not exceed 24 hours, absent exigent circumstances.

SECTION 5

MAINTENANCE, REPAIRS, AND ALTERATIONS

5.1) Premises. Landlord shall maintain the Premises and keep them in good repair at Landlord's expense. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant, visitors and guests and in a manner which maintains the security of the Premises.

5.2) Exterior. Landlord further agrees to maintain and repair the exterior of the Premises, including but not limited to adjacent sidewalks, building exterior, windows, and roof. Landlord also agrees the parking lots, access drives, and parking lot striping will be properly maintained as well as provide timely snow removal. Landlord shall maintain the exterior of the Premises so that the building shall be properly secure at all times. All maintenance and repair to heating units, air conditioning units, plumbing, gas and electrical systems, sewer systems, and structural repairs, regardless of their location, shall be the obligation of Landlord.

5.3) Interior. Landlord further agrees to maintain and repair the interior of the Premises, including but not limited to the ceilings, ceiling tiles, carpets, floor tile, wall coverings, fluorescent light fixtures and ballasts, electrical system and fixtures, plumbing, heating, ventilation, air conditioning, mechanical equipment, elevator, and fire extinguishers.

5.4) Failure to Maintain. In the event that Landlord fails to maintain or repair the Premises within a reasonable time, Tenant may elect to complete the maintenance or repair. Any amounts paid by Tenant for



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maintenance or repair shall be set off against any rent owed to Landlord. The foregoing remedy shall be in addition to remedies afforded to Tenant under applicable law. As used herein, "reasonable time" shall mean within a reasonable time after Landlord is informed or has reason to know of the need for completion of the services but shall not exceed 24 hours, absent exigent circumstances.

5.5) Alteration. Subject to the prior written consent of Landlord, Tenant shall have the right to make such additions, alterations, changes, or improvements to the Premises as Tenant shall deem necessary or desirable.

5.6) Signage. Landlord will add Tenant to any existing signage which lists building tenants. In addition, Landlord grants to Tenant the right to construct, place, and maintain reasonable signs designating the nature of the business being conducted in said premises including, but not limited to, lettering placed on the glass of said premises. Landlord must approve location and design of signage prior to installation. Upon conclusion of the term of this lease or any extension thereof, Tenant will remove all such signs and will restore any damages resulting to the premises by reason of such removal of signs.

5.7) Surrender of Premises. Tenant shall, upon the expiration or earlier termination of this lease or any extension thereof, return possession of the Premises to Landlord in good order, condition and repair, reasonable wear and tear excepted. Tenant shall leave the Premises and appurtenances thereto free and clear of rubbish and broom clean.

5.8) Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Lease, Landlord shall promptly repair the Premises, provided that appropriate repairs can be completed within forty-five (45) days of the destruction, pursuant to the laws and regulations of applicable governmental entities and authorities that may apply. Any partial destruction of the Premises shall entitle Tenant to a proportionate reduction of rent until the repairs are completed, any proportionate reduction being based upon the extent to which the destruction of the Premises and/or the making of the repairs shall interfere with the business carried on by Tenant on the Premises. Upon receipt of documentation that the repairs cannot be completed in the specified time set forth above, Tenant may immediately terminate the Lease.

A total destruction of the building situated on the Premises shall terminate this Lease, and Tenant shall be obligated to pay rent only to the time of destruction of the building. As used herein, total destruction means that the Premises are destroyed or so damaged as to render the Premises untenantable.

SECTION 6 LANDLORDS ACCESS TO PREMISES

6.1) Landlord shall have the right, with prior approval of Tenant, to enter the Premises at all reasonable times to inspect them, to make repairs, to maintain the building, and to perform any other work therein which may be necessary.

SECTION 7 REGULATIONS

7.1) Landlord shall comply with all applicable federal, state, and local laws, regulations, and codes, including but not limited to fire and life safety regulations, equal accessibility for the handicapped and disabled specifically conforming to, but not limited to, the Americans with Disabilities Act (ADA), and local and planning ordinances for the City of Pierre. Landlord or its agent(s) shall be responsible for satisfying the requirements associated with compliance. Any maintenance, repairs or improvements necessary for the premises to meet any applicable regulation, law or code will be performed at Landlord's expense.



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SECTION 8 INSURANCE

8.1) During the term of this lease and any extension thereof, Landlord shall maintain in effect at all times all hazard, standard extended coverage, and fire insurance on the Premises and shall provide proof of such coverage to Tenant. From and after the date of delivery of the Premises to Tenant, Landlord shall be solely responsible for and shall provide for comprehensive general liability insurance against claims for bodily injury or death and property damage liability insurance on the property in an amount not less than one million dollars (\$1,000,000) per occurrence.

SECTION 9 INDEMNIFICATION

9.1) Landlord agrees to indemnify and hold harmless the Tenant, its officers, agents and employees, against and from any and all claims by or on behalf of any person arising from any condition of any sidewalk adjoining the Premises, or arising from any breach or default on the part of Landlord, or arising from any act or omission of Landlord or any other occupant of the Premises, or any part thereof, or of its or their agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises, upon or under the sidewalks and the land adjacent thereto, or arising from this Lease, and from and against all judgments, costs, expenses and liabilities incurred in or about any such claim or action.

This section does not require Landlord to be responsible for or defend against claims or damages arising solely from errors or omissions of the Tenant, its officers, agents or employees.

SECTION 10 EVENTS OF DEFAULT; REMEDIES

10.1) Events of Default. Landlord shall be in default if Landlord fails to perform any of the agreements, terms, covenants or conditions hereof on Landlord's part to be performed, and failure continues for a period of thirty days after written notice by Tenant or if default is of such a nature that it cannot be reasonably cured within the thirty-day period or Landlord has not in good faith commenced performance within the thirty-day period to diligently proceed curing such default.

10.2) Remedies on Default. Upon the expiration of the cure period with respect to any event of default as set forth in Section 10.1 above, Tenant shall have the right to terminate this Lease. The tenant is afforded remedies available under the law in the event of a default by Landlord.

SECTION 11 NOTICE

11.1) All notices or demands under this Lease shall be deemed to have been given when mailed by United States mail, First Class, postage prepaid, to the addresses set out below, or, if personally delivered, when received by such party. Notice of default or termination shall be sent by registered or certified mail or personally delivered.

To Tenant:

Tiffany Sanderson, President
Lake Area Technical College
1201 Arrow Ave.
Watertown, SD 57201

To Landlord:

Laurie Gill, Executive Director
(or her designee)
925 E. Sioux Ave
Pierre, SD 5750



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SECTION 12
CERTIFICATION REGARDING DEBARMENT SUSPENSION INELIGIBILITY AND VOLUNTARY
EXCLUSION

12.1) Landlord certifies, by signing this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. If Landlord, or any of Landlord's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency, Landlord will provide immediate written notice in accordance with the method indicated in Section 11 herein. Landlord further agrees that if this Lease involves federal funds or federally mandated compliance, then Landlord is in compliance with all applicable regulations pursuant to Executive Orders 12549 and 12689, 2 CFR part 180, including Debarment and Suspension and Participants' Responsibilities.

SECTION 13
WAIVER

13.1) Failure of any party to insist upon the strict performance of any or all of the terms or conditions of this lease shall not constitute, nor be construed as, a waiver of that party's right to enforce any such terms or conditions, but the same shall continue in full force and effect.

SECTION 14
CANCELLATION

14.1) Tenant or Landlord may cancel this lease upon 120 days-notice in writing. The notice required shall not release either Landlord or Tenant from full performance of all terms and conditions of this lease during the continuing occupancy of Tenant after the notice of termination but before Tenant vacates the premises.

SECTION 15
GENERAL
PROVISIONS

15.1) Use of Premises. The parties recognize and agree that this lease is made for purposes of operating the LATC nursing program and in the event the Tenant decides to operate another business on the premises, the business operated would be subject to the prior approval of the Landlord in that the Landlord intends to use the building for compatible tenants; however, said approval of Landlord shall not be unreasonably withheld.

15.2) Successors and Assigns. This Lease shall bind and inure to the benefit of the parties hereto and their successors and assigns.

15.3) Construction. The language in all parts of this Lease shall be in all cases construed according to its plain meaning and not strictly for or against Landlord or Tenant.

15.4) Severability. If any term, covenant, condition or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.5) Law Governing. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.



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15.6) Entire Agreement. This Lease, together with any written modifications, addendums or amendments, hereinafter entered into, shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, if any, whether written or oral, which the parties may have had relating to the subject matter.

15.7) Prior Lease. This lease shall render null and void any previous lease or agreements between Tenant and Landlord for the Premises.

15.8) Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9) Modifications. Any modification of this Lease, or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing and signed by each of the parties. The parties warrant that they have the full right and authority to enter into this Lease and hereto have executed this Lease as of the day and year first above written.

Tenant:

Watertown School District No. 14-4
DBA Lake Area Technical College

Signature

Date

Landlord:

Capital University Center Foundation
DBA Capital City Campus

Signature

Tom Hart, Board Chair

Date

Watertown School District 14-4

SEXUAL HARASSMENT

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the **"Title IX Coordinator."** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. Definitions. As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

~~2.3.— **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).~~

~~2.4.— **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.~~

~~2.5.— **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.~~

~~2.6.— **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:~~

~~2.6.1.— An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;~~

~~2.6.2.— Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;~~

~~2.6.3.— **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;~~

~~2.6.3.1.— **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim~~

including instances where the victim is incapable of giving consent.

2.6.3.1.1. ~~**Rape**~~ (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. ~~**Sodomy**~~ Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. ~~**Sexual Assault With An Object**~~ To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. ~~**Fondling**~~ The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. ~~**Sex Offenses, Non-forcible**~~ (Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. ~~**Incest**~~ Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. ~~**Statutory Rape**~~ Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. ~~**Dating violence**~~, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

~~2.6.4.2.2. The type of relationship.~~

~~2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.~~

~~2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—~~

~~2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;~~

~~2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;~~

~~2.6.5.3. shares a child in common with the victim; or~~

~~2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.~~

~~2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—~~

~~2.6.6.1. fear for his or her safety or the safety of others; or~~

~~2.6.6.2. suffer substantial emotional distress.~~

~~2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.~~

~~2.8.—~~

3. ~~Discrimination Not Involving Sexual Harassment.~~

~~3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.~~

~~3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:~~

~~3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;~~

~~3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;~~

~~3.2.3. Deny any person any such aid, benefit, or service;~~

~~3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;~~

~~3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;~~

~~3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;~~

~~3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.~~

~~3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure.~~

4. ~~Response to Sexual Harassment~~

~~4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.~~

~~4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly~~

unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3.— **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4.— **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5.— **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5.—Grievance Process for Formal Complaints of Sexual Harassment.

5.1.—General Requirements.

5.1.1.— **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the

district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. ~~**Objective Evaluation.**~~ This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. ~~**Absence of Conflicts of Interest or Bias.**~~ The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. ~~**Training.**~~ The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. ~~**All District Employees and Board Members.**~~ All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. ~~**Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.**~~ The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. ~~The definition of sexual harassment in subsection 2.6;~~

5.1.4.2.2. ~~The scope of the district's education program or activity;~~

5.1.4.2.3. ~~How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and~~

5.1.4.2.4. ~~How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.~~

5.1.4.3. ~~**Decision-Makers.**~~ The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition

or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. ~~**Investigators.**~~ The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. ~~**Presumption.**~~ It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. ~~**Reasonably Prompt Time Frames.**~~ This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. ~~**Range of Possible Sanctions and Remedies.**~~ Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. ~~**Range of Supportive Measures.**~~ The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. ~~**Respect for Privileged Information.**~~ The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. ~~**Notice of Allegations.**~~

5.2.1. ~~**Initial Notice.**~~ Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. ~~A copy of this policy.~~

5.2.1.2. ~~Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and~~

~~with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.~~

~~5.2.2. —~~ **Supplemental Notice.** ~~If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.~~

~~5.3. —~~ **Dismissal of Formal Complaint.**

~~5.3.1. — The district will investigate the allegations in a formal complaint.~~

~~5.3.2. —~~ **Mandatory Dismissals.** ~~The district must dismiss a formal complaint if the conduct alleged in the formal complaint:~~

~~5.3.2.1. — Would not constitute sexual harassment as defined in subsection 2.6 even if proved;~~

~~5.3.2.2. — Did not occur in the district's education program or activity; or~~

~~5.3.2.3. — Did not occur against a person in the United States.~~

~~5.3.3. —~~ **Discretionary Dismissals.** ~~The district may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:~~

~~5.3.3.1. — The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;~~

~~5.3.3.2. — The respondent is no longer enrolled in or employed by the district; or~~

~~5.3.3.3. — Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.~~

~~5.3.4. — Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written~~

~~notice of the dismissal and an explanation of that action simultaneously to the parties.~~

~~5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.~~

~~5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.~~

~~5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:~~

~~5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;~~

~~5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);~~

~~5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;~~

~~5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;~~

~~5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may~~

~~establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;~~

~~5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;~~

~~5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and~~

~~5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.~~

5.6. Determination Regarding Responsibility

~~5.6.1. **Decision Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).~~

~~5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The~~

~~decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.~~

~~5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:~~

~~5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;~~

~~5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;~~

~~5.6.3.3. Findings of fact supporting the determination;~~

~~5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;~~

~~5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and~~

~~5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.~~

~~5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.~~

~~5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.~~

~~5.7. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.~~

~~5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being~~

appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.7.2. ~~Grounds for Appeal.~~ Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.7.2.1. ~~Procedural irregularity that affected the outcome of the matter;~~

5.7.2.2. ~~New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and~~

5.7.2.3. ~~The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.~~

5.7.3. ~~As to all appeals, the district will:~~

5.7.3.1. ~~Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;~~

5.7.3.2. ~~Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;~~

5.7.3.3. ~~Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.~~

5.7.3.4. ~~Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;~~

5.7.3.5. ~~Issue a written decision describing the result of the appeal and the rationale for the result; and~~

5.7.3.6. ~~Provide the written decision simultaneously to both parties.~~

5.8. ~~**Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding~~

responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

- ~~5.8.1. Provides to the parties a written notice disclosing:
 - ~~5.8.1.1. The allegations;~~
 - ~~5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;~~
 - ~~5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and~~
 - ~~5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;~~~~
- ~~5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and~~
- ~~5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.~~

~~5.9. **Recordkeeping.**~~

- ~~5.9.1. The district will maintain for a period of seven years records of:
 - ~~5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;~~
 - ~~5.9.1.2. Any appeal and the result therefrom;~~
 - ~~5.9.1.3. Any informal resolution and the result therefrom; and~~
 - ~~5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.~~~~
- ~~5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal~~

~~access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.~~

~~6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.~~

~~7. **Access to Classes and Schools.**~~

~~7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.~~

~~7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.~~

~~7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.~~

~~7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.~~

~~7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.~~

~~7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.~~

~~8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.~~

~~8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex~~

where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

~~8.2.—**Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.~~

~~9.—**Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.~~

~~10.—**Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).~~

~~10.1.—**Specific Circumstances.**~~

~~10.1.1.—The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.~~

~~10.1.2.—Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.~~

~~11.—**Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to~~

~~not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.~~

~~12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).~~

~~13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.~~

~~14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.~~

Nondiscrimination. The Watertown School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The Watertown School District's Title IX Coordinator may be contacted at Title IX Coordinator, 200 9th St NE, 605-882-6328. The Watertown School District's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at www.watertown.k12.sd.us. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

Publication Notice. The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The Watertown School District prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link:
<https://www.watertown.k12.sd.us/page/title-ix-information>

Retaliation Prohibited. Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

Definitions. As used in this policy, the following terms are defined as follows:

Complainant means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

Consent for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

Respondent means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

Sex-based harassment prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

Quid pro quo harassment. An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile

environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Sex Offenses, Non-forcible—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
 - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - Shares a child in common with the victim; or
 - Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

Response to Sex-based Harassment.

All Employees. All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

Title IX Coordinator. The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;

- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

Requests to Modify Supportive Measures. A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

Students with Disabilities. If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

Emergency Removal. The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave. The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the

allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

Grievance Procedures to Resolve Complaints of Sex Discrimination. Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

Complaint. Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

Complaint by Coordinator. In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

Consolidation of Complaints. The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

Basic Procedures. This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

Notice of Allegations. Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

Complaint Investigation. The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in

connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and

- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

Dismissal of a Complaint. A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;

- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

Notice of Appeal Filed By Party. The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

Appeals of Dismissals. If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

Appeal Decision. The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

Recordkeeping. The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Policy

Adopted: 12/96

Revised: 8/9/99; 11/13/00; 4/14/08; 5/12/08; 3/23; 9/24

Reviewed: 07/19; 3/23; 9/24

Watertown School District 14-4

TECHNOLOGY ACCEPTABLE USE INTERNET SAFETY POLICY

The purpose of the Watertown School District's technology resources is to provide educational resources and communication tools for students and staff. These resources help to facilitate education and research consistent with the technology vision of the Watertown School District: "Learning is advanced with the integration of technology." User accounts are provided to students and staff of the school district and are bound by the following appropriate use policy. Activity on the Watertown School District network assumes agreement with the conditions of this policy.

Privileges

The use of technology resources must be for educational purposes consistent with the mission, goals, and objectives of the Watertown School District. The use of the Watertown School District's technology resources is a privilege, not a right. The user in whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use.

Technology Service

The user is responsible for their ethical and educational use of technology resources. The Watertown School District does not guarantee that its technology resources will be uninterrupted or error-free; nor does it make any warranty as to the results to be obtained from use of the service or the accuracy or quality of the information obtained on or by the network. Access to the network is provided on an as-is basis without warranties of any kind. Neither the school district nor any of its agents or employees shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the network or Internet.

Responsibility

In compliance with federal law, the school district shall make reasonable effort to restrict access to inappropriate materials and shall monitor the on-line activities of the user in the school environment. Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time to ensure appropriate use. The District cooperates fully with local, state or federal officials in any investigation concerning or relating to violations of computer crime laws.

Content Filtering

Software has been installed to filter Internet content accessed on district equipment. Due to the “open” nature of the Internet, no liability will be assumed by the Watertown School District or any district employee for the use or misuse of this system. It is the responsibility of each user to make good decisions as to what information is retrieved and what is done with that information. Any student or user under the age of eighteen agrees to make this policy known to his/her parents or guardians and obtain their approval to use the network computer resources of the Watertown School District.

Email Etiquette

Each user of the school district’s computers and networks are expected to abide by accepted rules of network etiquette. The user should maintain high integrity with regard to email content. Sending, accessing, uploading, downloading, creating, or distributing offensive, profane, threatening, pornographic, abusive, obscene, or sexually explicit materials is prohibited. School district e-mail is subject to inspection by school personnel. Contents of e-mail and network communications are governed by the South Dakota Open Records Act; proper authorities will be given access to their content.

Security

Security of the network is a high priority. The user will not violate the integrity of a network or computer system, change its performance or intentionally make it malfunction, or add or delete programs or information resources unless acting upon approved authorization from the System Administrator.

Hacking

Any malicious attempt to alter data, the configuration of a computer, or the files of another user (student or staff) without consent may be considered an act of vandalism and subject to disciplinary action. Note that instructors may need to access student materials for educational purposes.

The user is expected to comply with trademark and copyright laws and all license agreements. Violating copyright or other protected materials laws for print, audio and video components is prohibited.

Consequences

The user who violates this policy or signed technology acceptable use agreements is subject to consequences determined based on the severity of the violation. Non-compliance may result in referral to law enforcement authorities and possible long-term suspension or recommended expulsion from school. The user may be responsible for any outside costs, fees, charges, or expenses incurred under the user’s account.

I. Introduction:

The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5), and South Dakota Consolidated Statutes Section 22-24-55 require public schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This policy is adopted to implement these state and federal requirements.

II. Internet Safety

It is the policy of the Watertown School District 14-4 to protect computer users from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to a teacher or administrator.

- A. The organization has implemented a technology protection measure that blocks access to inappropriate matter such as child pornography, obscene material, and material that is harmful to minors.
- B. In order to protect their safety and security of its students, network users are prohibited from revealing personal information to other users when engaging in online activities including but not limited to chat rooms, email, and social networking web sites.
- C. All network users are prohibiting from hacking and engaging in any unlawful online activity.
- D. All network users are prohibited from disclosing or disseminating personal information without proper authorization regarding minors.
- E. All network users are prohibited from accessing sites or online materials that are blocked by the technology protection measure.

III. Implementation of Technology Protection Measure

- A. All school owned computers (used on campus) must be equipped with a technology protection measure.
- B. All Student issued machines will be protected via filter during off-campus use.

IV. Acceptable Use Policy

Each network user shall be required to sign an Acceptable Use Policy annually. The Acceptable Use Policy shall implement this Internet Safety Policy. Violation of this policy and/or the Acceptable Use Policy shall be subject appropriate discipline and sanctions.

V. Monitoring of Online Activities

It shall be the responsibility of all personnel of the Watertown School District 14-4 to monitor students' online activities and use of the network to ensure that their use is in compliance with CIPA and this Internet Safety Policy. (CIPA is the Children's Internet Protection Act)

VI. Cyberbullying and Appropriate Online Education

Students will be educated annually about appropriate on-line behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.

VII. Definitions Used in this Policy

A. Minor: The term “minor” means any individual who has not attained the age of 17 years.

B. Obscene: The term “obscene” is defined as material – (1) the dominant theme of which, taken as a whole, appeals to the prurient interest; (2) which is patently offensive because it affronts contemporary community standards relating to the description or representation of sado-masochistic abuse or sexual conduct; and (3) lacks serious literary, artistic, political, or scientific value.

C. Child pornography: The term “child pornography” is a visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct; such visual depiction is a digital image, computer image, or computer-generated image that is, or is distinguishable from, that of a minor engaging in sexually explicit conduct; or such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

D. Harmful to minors: The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that-(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and, (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

E. Technology protection measure: The term “technology protection measure” means a specific technology that blocks or filters Internet access to the material that is obscene, contains child pornography and/or is harmful to minors.

F. Computer: Any electronic device that has the ability to connect to the Internet including, but not limited to desktop computers, laptop computers, tablet computers and electronic book readers.

ADOPTED TO COMPLY WITH THE CHILDREN’S INTERNET PROTECTION ACT AND SOUTH DAKOTA CONSOLIDATED STATUTES SECTION 22-24-55

Policy

Adopted: 7/11/05

Revised: 2/14/11; 9/24

6.1. Approval of Bills

VERIFIED CLAIMS

August 12, 2024

SALARIES

General Fund	\$	1,811,578.07
Special Education		417,896.73
Lake Area Technical College		1,470,391.44
Nutrition Service		16,586.42
LATC Bookstore		15,203.52
LATC Day Care Center		29,923.99
Concessions		2,492.57
Preschool Services		0.00
Drivers Education		0.00
LATC Food Service		11,706.15
		<hr/>
	\$	3,775,778.89
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VERIFIED CLAIMS

Fund 10 - General Fund	\$	1,669,606.69
Fund 21 - Capital Outlay		2,052,872.48
Fund 22 - Special Education		17,989.16
Fund 23 - Lake Area Technical College		1,611,914.43
Fund 51 - Nutrition Service		1,172.38
Fund 52 - LATC Bookstore		874,224.20
Fund 53 - Concessions		360.00
Fund 54 - LATC Day Care Center		2,045.79
Fund 55 - Drivers Education		4,815.50
Fund 57 - LATC Foodservice		10,535.80
		<hr/>
	\$	6,245,536.43
		<hr/>

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Fund: 10 GENERAL FUND

A & B BUSINESS SOLUTIONS	LEASE	494.67
AMAZON	SUPPLIES	3,560.39
ANDOR INC	SERVICES	384.50
APPLE INC	SUPPLIES	1,651.10
ARGUS LEADER MEDIA	SUPPLIES	419.04
ARS/PRO-TEC	SERVICES	153.06
ASCD	DUES	105.00
AUTO VALUE WATERTOWN	SUPPLIES	459.89
BANTZ GOSCH & CREMER LLC	SERVICES	136.00
BIO-RAD LABORATORIES INC	SUPPLIES	252.74
BLICK ART MATERIALS	SUPPLIES	5,321.72
BORNS GROUP	SERVICES	5,734.04
BRANDON VALLEY SCHOOL DISTRICT	DUES	2,576.40
BREKKE SIGNS	SERVICES	160.00
BRIAN'S GLASS & DOOR	SERVICES	345.96
BSN SPORTS LLC	SUPPLIES	263.87
BUILDING SPRINKLER INC	SERVICES	2,070.00
CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	2,067.35
CARTNEY BEARING & SUPPLY CO	SUPPLIES	18.48
CASHWAY LUMBER INC	SUPPLIES	259.02
COMPUTER DAN'S	SERVICES	689.95
CONTRACT PAPER GROUP INC	SUPPLIES	30,981.05
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	585.74
CULLIGAN OF WATERTOWN	SUPPLIES	55.50
CURRICULUM ASSOCIATES INC	SUPPLIES	46.56
DA SERVICES INC	SERVICES	650.00
DAKOTA DATA SHRED	SERVICES	30.10
DAKOTA LIFT & ELEVATOR LLC	SERVICES	1,414.40
DAYS INN WATERTOWN	LODGING	334.12
DEPENDABLE SANITATION INC	SERVICES	2,652.48
DESIGN SCIENCE INC	SUPPLIES	495.70
DIAMOND VOGEL INC	SUPPLIES	548.27
ENGELSTAD ELECTRIC CO	SERVICES	206.19
FIREHOUSE SUBS	FOOD	50.18
FISCHER ROUNDS AND ASSOCIATES INC	INSURANCE	446,124.00
GANNETT HOLDINGS-OHIO	SUPPLIES	192.40
GANNETT SOUTH DAKOTA LOCALIQ	ADVERTISING	420.59
GLASS PRODUCTS INC	SERVICES	1,646.39
GRAINGER	SUPPLIES	886.96
HAUFF MID-AMERICA SPORTS	SUPPLIES	12,581.50
HILL YARD/SIOUX FALLS	SUPPLIES	45,480.05
HOBBY LOBBY	SUPPLIES	67.38
HY-VEE FOOD STORE #1871	FOOD	290.44
J & B SCREEN PRINTING & TROPHIES	SUPPLIES	607.50
JEFF'S VACUUM CENTER	SUPPLIES	51.90
JJ & ZAK	SUPPLIES	1,234.97
JOHNSON CONTROLS INC	SERVICES	2,303.02
JUSTICE FIRE & SAFETY	SERVICES	579.00
KSB SCHOOL LAW	SUPPLIES	2,000.00
LIBRARY STORE, THE	SUPPLIES	960.35

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Board Report

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M J DAL SIN CO	SERVICES	1,492.46
MACKIN EDUCATIONAL RESOURCES	SUPPLIES	42.00
MACS HARDWARE	SUPPLIES	398.26
MARCO TECHNOLOGIES LLC	CHARGES	101.81
MAVERICKS AT THE GOSS	FOOD	74.93
MCGRAW HILL LLC	SUPPLIES	4,634.98
MEDCO SUPPLY COMPANY	SUPPLIES	94.52
MENARDS	SUPPLIES	3,828.40
MIDCONTINENT COMMUNICATIONS	CHARGES	1,792.43
MIDWEST ALARM CO INC	SERVICES	98.10
MINNESOTA CLAY USA	SUPPLIES	1,693.36
NCS PEARSON INCORPORATED	SUPPLIES	4,900.00
NEWSELA	SUPPLIES	5,650.00
NORTH CENTRAL	SUPPLIES	16.49
NORTHEAST TECHNICAL HIGH SCHOOL	ASSESSMENTS	942,077.00
O'REILLY AUTOMOTIVE STORES INC	SUPPLIES	31.11
OFFICE PEEPS INC	SUPPLIES	5,647.25
P CARD MISC	SUPPLIES	4,965.44
POMPS TIRE SERVICE INC	SERVICES	186.29
POPHAM CONSTRUCTION LLC	SERVICES	2,963.75
QUICK CARE	SERVICES	275.00
REGENTS OF THE UNIV OF MINNESOTA	SUPPLIES	18,792.48
ROGERS ATHLETIC COMPANY	SUPPLIES	5,105.00
RON'S SAW SALES	SUPPLIES	103.70
RUNNINGS FARM & FLEET	SUPPLIES	687.61
SASD	DUES	530.00
SCHOOL NURSE SUPPLY INC	SUPPLIES	1,396.88
SCHOOL SPECIALTY LLC	SUPPLIES	9,295.36
SD DEPARTMENT OF REVENUE	TAXES	(70.00)
SDHSAA	SUPPLIES	457.00
SECURLY INC	SUPPLIES	1,998.00
SG CONSULTING INC	SUPPLIES	690.00
SHERWIN WILLIAMS	SUPPLIES	876.45
SIOUX VALLEY COOP	SUPPLIES	6,915.36
SIOUX VALLEY GREENHOUSES	SERVICES	920.00
SMILEMAKERS	SUPPLIES	43.97
SODAK PEST CONTROL	SERVICES	260.00
STEIN SIGN DISPLAY	SERVICES	382.50
TACO JOHN'S	FOOD	36.60
TARGET	SUPPLIES	112.16
TAYLOR MUSIC CO	SUPPLIES	1,035.00
TEACHER INNOVATIONS INC	SUPPLIES	2,100.00
TITAN MACHINERY	SUPPLIES	735.46
TRAVS OUTFITTER	ADVERTISING	150.00
TRUGREEN	SERVICES	2,845.00
TUMBLEWEED PRESS INC	SUPPLIES	2,200.00
UPTOWNE CLEANERS	LAUNDRY	128.03
VERIZON WIRELESS	CHARGES	1,308.58
WALMART	SUPPLIES	90.39
WARD'S NATURAL SCIENCE EST	SUPPLIES	241.35
WATERTOWN FLOWERS INC	SUPPLIES	120.00
WATERTOWN FORD CHRYSLER	SERVICES	562.97

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WATERTOWN MUNICIPAL UTILITIES	UTILITIES	40,118.64
WATERTOWN REGIONAL LANDFILL	CHARGES	659.95
WATERTOWN WHOLESALE	SUPPLIES	4,415.35
WEISMANTEL RENT-ALL	RENTAL	689.20
WW TIRE SERVICE	SERVICES	29.19
ZANER BLOSER INC	SUPPLIES	1,545.51
ZOHO CORP	SUPPLIES	535.50

Fund 10 Total: 1,669,606.69

Fund: 21 CAPITAL OUTLAY

A & B BUSINESS SOLUTIONS	LEASE	5,182.10
ACTIVE HEATING INC	SERVICES	1,548.93
AMAZON	SUPPLIES	3,921.70
APPLE INC	SUPPLIES	188,960.00
APPTEGY INC	SUPPLIES	17,325.00
BACHMAN PARKING & PAINTING LLC	SERVICES	11,332.67
BELSON OUTDOORS	EQUIPMENT	4,800.00
BLICK ART MATERIALS	SUPPLIES	284.52
CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	476.90
DAKTRONICS INC	EQUIPMENT	14,265.20
DIAMOND VOGEL INC	SUPPLIES	594.60
DRISKILL, STACY	SERVICES	3,279.30
DUANE'S FLOOR COVERING LLC	SUPPLIES	82,299.07
EDMENTUM	SUPPLIES	29,901.25
ESPAK INC	SUPPLIES	15,200.00
FOERSTER TESTING LIMITED	SERVICES	1,040.00
GEOTEK ENG & TESTING SVC INC	SERVICES	1,359.00
GLACIAL LAKES ASPHALT LLC	SERVICES	714.29
HARLOWS BUS SALES INC	VEHICLE	251,469.68
HASSLEN CONSTRUCTION CO INC	SERVICES	262,752.90
HAUFF MID-AMERICA SPORTS	SUPPLIES	8,968.60
HILLYARD/SIOUX FALLS	SUPPLIES	3,824.53
IMAGINE LEARNING LLC	SUPPLIES	196,909.00
JAROD MATHER CONSTRUCTION	SERVICES	19,260.66
JOHNSON FITNESS & WELLNESS	SUPPLIES	7,062.04
LEVIJOKI DRYWALL LLC	SERVICES	4,319.00
MACK CONCRETE & HAULING LLC	SERVICES	101,935.00
MAHOWALD LAWN CARE LLC	SERVICES	83,105.00
MCGRAW HILL LLC	SUPPLIES	101,200.67
MENARDS	SUPPLIES	500.20
MERTZ FENCING	SERVICES	2,783.58
MUTH ELECTRIC INC	SERVICES	6,649.47
MY TURN PLAYSYSTEMS	SUPPLIES	152,969.65
NORTHEAST TECHNICAL HIGH SCHOOL	ASSESSMENTS	100,625.00
OFFICE PEEPS INC	SUPPLIES	36,301.60
OLSON'S PEST TECHNICIANS	SERVICES	300.00
P CARD MISC	SUPPLIES	2,168.00
PENWORTHY CO	SUPPLIES	271.70
RIDDELL ALL AMERICAN SPORTS	SUPPLIES	11,121.83
RIVERSIDE TECHNOLOGIES INC	SUPPLIES	14,235.00

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SCHOLARBUYS	SUPPLIES	2,460.00
SECURLY INC	SUPPLIES	4,075.00
SPX SPORTS	SERVICES	2,018.22
STEIN SIGN DISPLAY	SUPPLIES	154,895.00
STUDIES WEEKLY	SUPPLIES	2,844.31
SUTTON LAWN & SNOW LLC	SERVICES	675.00
TAYLOR MUSIC CO	EQUIPMENT	4,329.99
TCI	SUPPLIES	105,225.00
TREBRON CO INC	SUPPLIES	20,396.06
US BANK	CHARGES	660.00
WEISMANTEL RENT-ALL	RENTAL	2,400.00
WENGER CORP	SUPPLIES	1,191.80
WILLIAMS CARPET ONE	SERVICES	484.46

Fund 21 Total: 2,052,872.48

Fund: 22 SPECIAL EDUCATION

BORNS GROUP	SERVICES	319.23
BRIDGEWAY COUNSELING CENTER INC	SERVICES	460.00
CHILDREN'S HOME SOCIETY	SERVICES	2,706.60
CORPORATE TRANSLATION SERVICES INC	SUPPLIES	20.64
HUMAN SERVICE AGENCY	SERVICES	1,346.44
KARST, SUNNY	SERVICES	2,921.88
MIDCONTINENT COMMUNICATIONS	CHARGES	29.66
P CARD MISC	SUPPLIES	271.65
SD DEPT OF HUMAN SERVICES	SERVICES	8,732.85
TOBII DYNAVOK LLC	SUPPLIES	1,074.60
VERIZON WIRELESS	CHARGES	105.61

Fund 22 Total: 17,989.16

Fund: 23 POST SECONDARY EDUCATION

1ST CHOICE AUTO WASH	SUPPLIES	330.00
A & B BUSINESS SOLUTIONS	LEASE	1,628.90
A-OX WELDING SUPPLY CO INC	SUPPLIES	1,033.76
ACTIVE HEATING INC	SERVICES	5,700.00
ADVANTAGE RVS	ADVERTISING	300.00
AIRCRAFT ELECTRONICS ASSOCIATION	DUES	385.00
AIRCRAFT SPRUCE & SPECIALTY CO	SUPPLIES	553.38
ALLDATA	SUPPLIES	1,500.00
AMAZON	SUPPLIES	3,293.80
APAP	SUPPLIES	4,586.00
AOTA	DUES	5,090.00
ARS/PRO-TEC	SERVICES	153.06
ASSOCIATED EQUIPMENT DISTRIBUTORS	DUES	2,700.00
ATY AVIATION INC	SUPPLIES	18,289.30
BARTON SOLVENTS INC	SUPPLIES	688.00
BENDIX TECHNOLOGY CENTER	CHARGES	1,938.64
BERNIES BODY & GLASS	SERVICES	140.00
BLUEPEAK	CHARGES	2,188.65

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BORGERSON AVIATION	SERVICES	9,557.25
BORNS GROUP	SERVICES	4,128.25
BRAMBLE PARK ZOO	SUPPLIES	63.00
BUREAU OF INFORMATION & TELECOMM	CHARGES	381.24
BUSINESS SOLUTIONS	SUPPLIES	1,675.00
BUTLER MACHINERY CO	SUPPLIES	15,680.38
C & S PEST CONTROL LLC	SERVICES	110.00
CARDINAL HEALTH	SUPPLIES	1,392.85
CENEX FLEET FUELING	CHARGES	729.63
CENTURYLINK	CHARGES	381.97
CITY OF CANBY	SUPPLIES	117.70
CITY OF WATERTOWN	RENT	5,058.89
CM&F GROUP	INSURANCE	2,155.00
CODINGTON-CLARK ELECTRIC CO-OP INC	SERVICES	36.56
COLLEGE BOARD	SUPPLIES	21,072.00
COMMUNITY COLLEGE ALLIANCE FOR AG ADVANCEMENT	DUES	6,000.00
CONTRACT PAPER GROUP INC	SUPPLIES	9,072.00
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	67.50
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	758.63
CULLIGAN OF WATERTOWN	SUPPLIES	350.00
DACAC-ND COUNCIL	DUES	600.00
DAKOTA DATA SHRED	SERVICES	97.46
DAKOTA PORTABLE TOILETS INC	SERVICES	100.00
DAKOTA SUPPLY GROUP	SUPPLIES	167.20
DAKOTA WESLEYAN UNIVERSITY	SERVICES	274.80
DANB	DUES	75.00
DEN-WIL INVESTMENTS INC	RENT	2,880.00
DEPENDABLE SANITATION INC	SERVICES	4,051.85
DOWNS GOVERNMENT AFFAIRS LLC	CHARGES	1,000.00
DRIVE BY SIGNS	ADVERTISING	7,080.00
DUININCK	SERVICES	3,966.00
EASTSIDE INVESTMENT LLC	RENT	5,500.00
ELECTRIC MOTORS & MOORE INC	SERVICES	148.00
FARGO JET CENTER	SUPPLIES	40.30
FISCHER ROUNDS AND ASSOCIATES INC	INSURANCE	375,500.00
GANNETT SOUTH DAKOTA LOCALIQ	ADVERTISING	257.79
GATHER LLC	SUPPLIES	2,400.00
GEFFDOG DESIGNS	SUPPLIES	1,516.00
GRAY CONSTRUCTION	SERVICES	560,682.25
GREENHOUSE SOUTH LLC, THE	SERVICES	3,668.00
HENRY SCHEIN INC	EQUIPMENT	85,419.40
HENTGES, TONY	SERVICES	2,344.05
HIBU INC	CHARGES	72.00
HIGHER LEARNING COMMISSION	DUES	5,947.90
HILLYARD/SIOUX FALLS	SUPPLIES	24,603.21
HOBBY LOBBY	SUPPLIES	146.72
HOLIDAY INN & SUITES SIOUX FALLS AIRPORT	RENT	833.20
HUTMAN	SERVICES	240.00
HY-VEE FOOD STORE #1871	FOOD	1,902.24
ICAR	FEE	1,100.00
INSIGHT MARKETING DESIGN	SERVICES	21,015.12
INTERNATIONAL CLINICAL EDUCATORS LLC	SUPPLIES	1,075.00

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J & B SCREEN PRINTING & TROPHIES	SUPPLIES	307.50
J H LARSON CO	SERVICES	865.37
JOHNSON CONTROLS INC	SERVICES	13,695.28
JONDAHL PLUMBING & HEATING INC	SERVICES	253.63
KDLT	ADVERTISING	382.50
KELO	ADVERTISING	1,394.00
KELOLAND.COM	ADVERTISING	2,100.18
KSFY	ADVERTISING	637.50
KXLG-FM	ADVERTISING	450.00
LAMAR COMPANIES	ADVERTISING	6,967.00
LATC IMPREST FUND	REIMBURSE	9,294.49
LAWSON PRODUCTS INC	SUPPLIES	392.80
LEGACY AVIATION	SERVICES	1,056.61
LES SCHWAB TIRES	SUPPLIES	1,164.52
LIMBS AND THINGS	SUPPLIES	811.69
MACAC	REGISTRATION	1,260.00
MACS HARDWARE	SUPPLIES	71.37
MAERB	FEES	475.00
MAHOWALD LAWN CARE LLC	SERVICES	9,817.50
MAIN STREET SQUARE	RENT	2,095.00
MARKET 65	CHARGES	8,912.00
MATHESON TRI-GAS INC	SUPPLIES	1,877.60
MAVERICK AIR CENTER	SUPPLIES	331.41
MENARDS	SUPPLIES	1,244.18
MIDCONTINENT COMMUNICATIONS	CHARGES	494.00
MIDSTATES GROUP	SUPPLIES	1,917.95
MONTGOMERYS	FURNITURE	16,361.68
MOTOR MARKET	ADVERTISING	900.00
MULTI HEALTH SYSTEMS INC	SUPPLIES	580.00
MUSTANG AVIATION	SUPPLIES	199.99
NAACLS	FEES	2,968.00
NACAC	DUES	770.00
NACRAO	DUES	350.00
NAI SIOUX FALLS	LEASE	5,205.08
NAPA CENTRAL	SUPPLIES	10.48
NATIONAL CINEMEDIA LLC	ADVERTISING	2,895.00
NBAA	DUES	1,205.00
NVC	CHARGES	91.00
OFFICE PEEPS INC	SUPPLIES	26,131.14
ONENECK IT SOLUTIONS LLC	SUPPLIES	18,961.30
OTTOSEN PROPELLER & ACCESSORIES	EQUIPMENT	13,773.01
OUTCOMES CONSULTING SERVICES	SERVICES	2,000.00
P CARD MISC	SUPPLIES	17,558.56
PANDORA MEDIA LLC	ADVERTISING	1,333.33
PANTHER	SUPPLIES	493.80
PESI LLC	SUPPLIES	672.38
PHEASANTLAND INDUSTRIES	SUPPLIES	4,305.92
PIVOTAL PRINTING	SUPPLIES	336.00
PRECISION LEADERSHIP GROUP	SERVICES	2,250.00
PRINT EM NOW	SUPPLIES	3,233.00
PRINTING CENTER INC, THE	SUPPLIES	49.50
PROCARE SOFTWARE LLC	CHARGES	59.00

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PROCTORU INC	SUPPLIES	1,128.00
REGENTS OF THE UNIV OF MINNESOTA	SUPPLIES	4,628.00
RIGGIN FLIGHT SERVICE	SERVICES	10,466.00
RUNNINGS FARM & FLEET	SUPPLIES	116.86
SCHOOL NURSE SUPPLY INC	SUPPLIES	188.00
SD DEPARTMENT OF REVENUE	TAXES	1,243.05
SD DEPT OF LABOR AND REGULATION	CHARGES	3,494.55
SD SAFETY COUNCIL	FEE	575.00
SHERWIN WILLIAMS	SUPPLIES	266.99
SINCLAIR BROADCAST GROUP	ADVERTISING	5,999.91
SIOUX VALLEY COOP	SUPPLIES	7,932.62
SKYFORCE BASKETBALL LLC	ADVERTISING	5,000.00
SOUTH DAKOTA STATE FAIR FOUNDATION	SUPPLIES	2,500.00
STEIN SIGN DISPLAY	ADVERTISING	2,275.00
SWIFTEL COMMUNICATIONS	CHARGES	291.77
TITAN MACHINERY	SUPPLIES	20,432.27
TRACTOR SUPPLY	SUPPLIES	189.97
TRANSOURCE TRUCK & EQUIPMENT INC	RENTAL	6,000.00
TRAVS OUTFITTER	ADVERTISING	600.00
TREE FARM, THE	SUPPLIES	124.99
UNIVERSITY OF SOUTH DAKOTA	SERVICES	2,026.90
UPTOWNE CLEANERS	LAUNDRY	74.30
VERIZON WIRELESS	CHARGES	2,479.78
VERNON COMPANY, THE	SUPPLIES	8,368.16
VERYON	SUPPLIES	40,596.00
WALMART	SUPPLIES	964.08
WATERTOWN DEVELOPMENT COMPANY	RENT	200.00
WATERTOWN FORD CHRYSLER	SERVICES	1,741.79
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	41,945.28
WEISMANTEL RENT-ALL	RENTAL	584.93
WESTJET AIR CENTER	SUPPLIES	370.40
WOMEN IN AVIATION INTERNATIONAL	DUES	500.00
WW TIRE SERVICE	SERVICES	457.75
YINGLING AVIATION	SUPPLIES	3,200.00

Fund 23 Total: 1,611,914.43

Fund: 51 NUTRITION SERVICE

CULINEX	SUPPLIES	28.05
DEPENDABLE SANITATION INC	SERVICES	1,028.54
HOBART SERVICE	SUPPLIES	56.49
MIDCONTINENT COMMUNICATIONS	CHARGES	59.30

Fund 51 Total: 1,172.38

Fund: 52 LATC BOOKSTORE

A-OX WELDING SUPPLY CO INC	SUPPLIES	84.00
ACCUTECH	SUPPLIES	1,236.18
AIRCRAFT TOOL SUPPLY CO	SUPPLIES	1,296.87
AMAZON	SUPPLIES	15,849.57

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AMERICAN SCIENCE & SURPLUS	SUPPLIES	239.50
ASCENT GLOBAL LOGISITCS LLC	SUPPLIES	429.62
ATP GROUP INC	SUPPLIES	4,680.66
BLICK ART MATERIALS	SUPPLIES	514.37
CC PRODUCTS LLC	SUPPLIES	5,064.38
CENGAGE LEARNING INC	SUPPLIES	47,890.15
DAKOTA RIGGERS & TOOL SUPPLY	SUPPLIES	37,197.35
DEERE & COMPANY	SUPPLIES	2,581.27
DENTAL HEALTH PRODUCTS INC	SUPPLIES	5,689.28
ELECTRONIX EXPRESS	SUPPLIES	87.00
ELECTUDE USA LLC	SUPPLIES	7,725.00
ELENCO ELECTRONICS INC	SUPPLIES	3,910.84
ELLSWORTH PUBLISHING CO	SUPPLIES	1,190.00
F A DAVIS CO	SUPPLIES	70,553.34
FIRE PROTECTION PUBLICATIONS	SUPPLIES	882.00
GAST SALES INC	SUPPLIES	2,588.69
GFSI LLC	SUPPLIES	5,774.50
GOODHEART-WILLCOX PUBLISHER	SUPPLIES	32,538.18
GRAINGER	SUPPLIES	18,315.83
HY-VEE FOOD STORE #1871	SUPPLIES	92.05
JONES & BARTLETT LEARNING LLC	SUPPLIES	4,896.06
KILGORE INTERNATIONAL	SUPPLIES	9,855.80
KIMBALL MIDWEST	SUPPLIES	325.49
LAMPO GROUP LLC, THE	SUPPLIES	1,814.80
LATC IMPREST FUND	REIMBURSE	387.64
MBS	SUPPLIES	7,765.41
MCCOY	SUPPLIES	2,077.50
MCGRAW-HILL LLC	SUPPLIES	3,529.84
MENARDS	SUPPLIES	62.85
MIKE MURACH & ASSOCIATES INC	SUPPLIES	326.02
MOHAVE INSTRUMENT CO	SUPPLIES	3,018.00
MSC INDUSTRIAL SUPPLY CO INC	SUPPLIES	1,783.68
OFFICE PEEPS INC	SUPPLIES	448.60
P CARD MISC	SUPPLIES	3,233.58
PEARSON EDUCATION	SUPPLIES	49,922.23
PIGMENT COSMETICS	SUPPLIES	23,153.00
PIVOT POINT INTL INC	SUPPLIES	12,450.65
PREMIERE POLICE TRAINING LLC	SUPPLIES	1,974.00
PRISMRBS	SUPPLIES	31.98
SD DEPARTMENT OF REVENUE	TAXES	9,550.07
SEQUOIA PUBLISHING INC	SUPPLIES	191.00
SNAP ON INDUSTRIAL	SUPPLIES	400,215.36
SPORTYS	SUPPLIES	15,477.50
TESTEQUITY LLC	SUPPLIES	47,698.80
TRACTOR SUPPLY	SUPPLIES	449.75
TRAVERS TOOL CO INC	SUPPLIES	376.84
ULINE	SUPPLIES	5,275.68
VERIZON WIRELESS	CHARGES	85.38
WALMART	SUPPLIES	1,436.06

Fund 52 Total: 874,224.20

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Fund: 53 CONCESSIONS

NOVISIGN	SUPPLIES	360.00
Fund 53 Total:		360.00

Fund: 54 LATC DAY CARE CENTER

AMAZON	SUPPLIES	229.11
DEPENDABLE SANITATION INC	SERVICES	203.92
EAST SIDE JERSEY DAIRY	FOOD	170.17
US FOODS INC	FOOD	181.40
WALMART	SUPPLIES	604.17
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	657.02
Fund 54 Total:		2,045.79

Fund: 55 DRIVERS EDUCATION

SHARP AUTOMOTIVE	SERVICES	3,126.28
SIOUX VALLEY COOP	SUPPLIES	1,689.22
Fund 55 Total:		4,815.50

Fund: 57 LATC FOODSERVICE

CHESTERMAN COMPANY	FOOD	915.70
COUNTY FAIR	FOOD	135.18
ELL WEIN BROTHERS INC	FOOD	301.75
HY-VEE FOOD STORE #1871	FOOD	184.97
MCKEEVER INC	FOOD	1,054.82
PEPSI BEVERAGES CO	FOOD	350.49
RAMES ENTERPRISES INC	SERVICES	1,850.00
SD DEPARTMENT OF REVENUE	TAXES	103.34
SIOUX VALLEY COOP	SUPPLIES	4.98
US FOODS INC	SUPPLIES	5,634.57
Fund 57 Total:		10,535.80

TOTAL		6,245,536.43
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Invoice Listing - Summary
PCARDMISC

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC:	Invoice Amount
PCARDMISC	P CARD MISC	20240725	HOLSTON HOUSE LODGING	06/20/2024	06/30/2024	1	328	X	900.00
PCARDMISC	P CARD MISC	20240725-0001	HOLSTON HOUSE LODGING	06/20/2024	06/30/2024	1	328	X	1,200.00
PCARDMISC	P CARD MISC	20240725-0002	HOLSTON HOUSE LODGING	06/20/2024	06/30/2024	1	328	X	378.24
PCARDMISC	P CARD MISC	20240725-0003	HOLSTON HOUSE LODGING	06/20/2024	06/30/2024	1	328	X	378.24
PCARDMISC	P CARD MISC	20240725-0004	PRICELINE.COM RENTAL	07/12/2024	08/13/2024	1	329	X	191.59
PCARDMISC	P CARD MISC	20240725-0005	METROPOLIS PARKING	07/17/2024	08/13/2024	1	329	X	20.06
PCARDMISC	P CARD MISC	20240725-0006	SF REGIONAL AIRPORT PARKING	07/18/2024	08/13/2024	1	329	X	60.00
PCARDMISC	P CARD MISC	20240725-0007	NORTH AMERICAN RESCUE SUPPLIES	06/20/2024	06/30/2024	1	328	X	2,168.00
PCARDMISC	P CARD MISC	20240729	ETSY SUPPLIES	07/01/2024	08/13/2024	1	329	X	133.33
PCARDMISC	P CARD MISC	20240730	PMC PARKING	07/16/2024	08/13/2024	1	329	X	270.09
PCARDMISC	P CARD MISC	20240730-0001	HOLSTON HOUSE LODGING	07/17/2024	08/13/2024	1	329	X	1,428.24
PCARDMISC	P CARD MISC	20240730-0002	LINKED PHONE CHARGES	07/08/2024	08/13/2024	1	329	X	19.99
PCARDMISC	P CARD MISC	20240730-0003	EXPEDIA LODGING	07/10/2024	08/13/2024	1	329	X	1,962.71
PCARDMISC	P CARD MISC	20240730-0004	QUEST AVIATION SUPPLIES	06/19/2024	06/30/2024	1	328	X	104.25
PCARDMISC	P CARD MISC	20240730-0005	CITY OF KEARNEY SUPPLIES	06/29/2024	06/30/2024	1	328	X	116.58
PCARDMISC	P CARD MISC	20240730-0006	COLGAN AIR SUPPLIES	07/01/2024	08/13/2024	1	329	X	103.01
PCARDMISC	P CARD MISC	20240730-0007	REVV AVIATION SUPPLIES	07/02/2024	08/13/2024	1	329	X	137.00
PCARDMISC	P CARD MISC	20240730-0008	NORTH STAR AVIATION SUPPLIES	07/03/2024	08/13/2024	1	329	X	98.01
PCARDMISC	P CARD MISC	20240730-0009	COLGAN AIR SUPPLIES	07/03/2024	08/13/2024	1	329	X	91.95
PCARDMISC	P CARD MISC	20240730-0010	CROWD CONTROL SUPPLIES	06/25/2024	06/30/2024	1	328	X	34.90
PCARDMISC	P CARD MISC	20240730-0011	ALLIANCE SUPPLIES	06/25/2024	06/30/2024	1	328	X	195.68
PCARDMISC	P CARD MISC	20240730-0012	ARDUINO SUPPLIES	07/08/2024	08/13/2024	1	329	X	871.20
PCARDMISC	P CARD MISC	20240730-0013	DISCOUNT MUGS SUPPLIES	07/08/2024	08/13/2024	1	329	X	1,312.38
PCARDMISC	P CARD MISC	20240730-0014	IN PARETO LEARNING SUPPLIES	07/09/2024	08/13/2024	1	329	X	1,050.00
PCARDMISC	P CARD MISC	20240731	OPEN AI CHARGES	06/21/2024	06/30/2024	1	328	X	20.00
PCARDMISC	P CARD MISC	20240731-0001	OPEN AI CHARGES	06/21/2024	06/30/2024	1	328	X	20.00
PCARDMISC	P CARD MISC	20240731-0002	TWILIO CHARGES	06/28/2024	06/30/2024	1	328	X	52.11
PCARDMISC	P CARD MISC	20240731-0003	PROVIDE SUPPORT CHARGES	07/03/2024	08/13/2024	1	329	X	563.00
PCARDMISC	P CARD MISC	20240731-0004	TWILIO CHARGES	07/04/2024	08/13/2024	1	329	X	89.95
PCARDMISC	P CARD MISC	20240731-0005	OPEN AI CHARGES	07/05/2024	08/13/2024	1	329	X	20.00
PCARDMISC	P CARD MISC	20240731-0006	RC AVIONICS CHARGES	07/09/2024	08/13/2024	1	329	X	948.31
PCARDMISC	P CARD MISC	20240731-0007	INTUIT QUICKBOOKS	07/13/2024	08/13/2024	1	329	X	63.72
PCARDMISC	P CARD MISC	20240731-0008	LINGO CHARGES	07/16/2024	08/13/2024	1	329	X	37.73
PCARDMISC	P CARD MISC	20240731-0009	DNH CHARGES	07/17/2024	08/13/2024	1	329	X	199.98
PCARDMISC	P CARD MISC	20240731-0010	LINKEDIN CHARGES	07/18/2024	08/13/2024	1	329	X	19.99
PCARDMISC	P CARD MISC	20240731-0011	MY PLACE HOTEL LODGING	06/26/2024	06/30/2024	1	328	X	94.40
PCARDMISC	P CARD MISC	20240731-0012	COMFORT INN LODGING	06/17/2024	06/30/2024	1	328	X	75.00

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC:	Invoice Amount
PCARDMISC	P CARD MISC	20240731-0013	CROWN SECURITY PRODUCTS SUPPLIES	06/19/2024	06/30/2024	1	328	X	2,471.53
PCARDMISC	P CARD MISC	20240731-0014	BEST WESTERN LODGING	07/11/2024	08/13/2024	1	329	X	503.77
PCARDMISC	P CARD MISC	20240731-0015	STRIVE SCAN DUES	07/01/2024	08/13/2024	1	329	X	1,056.00
PCARDMISC	P CARD MISC	20240731-0016	IACAC DUES	07/01/2024	08/13/2024	1	329	X	700.00
PCARDMISC	P CARD MISC	20240731-0017	COUNCIL COLLEGE ADMISSION DUES	07/01/2024	08/13/2024	1	329	X	1,000.00
PCARDMISC	P CARD MISC	20240731-0018	AMERICINN LODGING	07/09/2024	08/13/2024	1	329	X	369.43
PCARDMISC	P CARD MISC	20240731-0019	EMBELISH FX SUPPLIES	07/10/2024	08/13/2024	1	329	X	44.00
PCARDMISC	P CARD MISC	20240731-0020	ACCA DUES	07/16/2024	08/13/2024	1	329	X	95.00
PCARDMISC	P CARD MISC	20240731-0021	PLAYHOUSE SUPPLIES	07/15/2024	08/13/2024	1	329	X	1,232.80
PCARDMISC	P CARD MISC	20240731-0022	PLAYHOUSE SUPPLIES	07/17/2024	08/13/2024	1	329	X	1,186.80
PCARDMISC	P CARD MISC	20240731-0023	PLAYHOUSE SUPPLIES	07/18/2024	08/13/2024	1	329	X	1,370.80
PCARDMISC	P CARD MISC	20240731-0024	BRAVO SUPPLIES	07/18/2024	08/13/2024	1	329	X	1,555.00
PCARDMISC	P CARD MISC	20240801	HOLIDAY INN RENTAL	06/26/2024	06/30/2024	1	328	X	(160.00)
PCARDMISC	P CARD MISC	20240801-0001	DROPBOX SUPPLIES	06/28/2024	06/30/2024	1	328	X	101.90
PCARDMISC	P CARD MISC	20240801-0002	GAS N GOODIES SUPPLIES	07/08/2024	08/13/2024	1	329	X	60.00
PCARDMISC	P CARD MISC	20240801-0003	OASIS PUMP N PAK SUPPLIES	07/09/2024	08/13/2024	1	329	X	57.48
PCARDMISC	P CARD MISC	20240801-0004	EDPAEL SD CONFERENCE	07/11/2024	08/13/2024	1	329	X	150.00
PCARDMISC	P CARD MISC	20240801-0005	EB THRIVERR GATHERING CONFERENCE	07/12/2024	08/13/2024	1	329	X	600.00
PCARDMISC	P CARD MISC	20240801-0006	TOMACELLIS PIZZA FOOD	07/17/2024	08/13/2024	1	329	X	47.89
PCARDMISC	P CARD MISC	20240801-0007	TOMACELLIS PIZZA FOOD	07/17/2024	08/13/2024	1	329	X	47.89
PCARDMISC	P CARD MISC	20240806	JIFFY SUPPLIES	07/02/2024	08/13/2024	1	329	X	192.30
PCARDMISC	P CARD MISC	20240806-0001	YES MUSIC SUPPLIES	07/17/2024	08/13/2024	1	329	X	85.00
Report Total:									28,197.23

- 6.2.1. Resignations
- 6.2.2. Contract Recommendations/
Addendums
- 6.2.3. Consider Education Stipends

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

CONTRACT RECOMMENDATIONS/ ADDENDUM

Jessica Jans – Web Content Creator \$2,500.00, High School – Total contract \$66,749.00
Steve Samson Biete – Custodian, High School - \$2,920/month
Traci Bass – Special Education Instructor, High School - \$49,500.00
Erin Fowkes – Lane change from MA to MA+32, \$3,580.00 – Total contract \$82,166.00
Denise Swenson – Lane change from MA to MA+16, \$1,690.00 – Total contract \$67,354.00
Megan Rice – Nurse Training – 2.5 hours @ \$25/hour - \$62.50
Jennifer Nuttall – Food Service, Middle School – 4 hours/day @ \$15.60/hour
Anna Solum – Web Content Creator, Mellette, \$1,500.00 – Total contract \$53,802.00
Abby Godfrey – Increase 1 hour for bus supervision - \$16.62/hour
Jamie Halajian – Increase 15 min for morning supervision - \$17.19/hour
Malory Hoffmann – IEP Training – 7 hours @ \$25/hour - \$175.00
Allison Foster – Dueck Work – 7 hours @ \$25/hour - \$175.00
Amanda Ries – New Teacher Academy – up to 40 hours @ \$25/hour - \$1,000.00
Tracy Voss – Library Paraprofessional, Intermediate School – 7.5 hours @ \$15.60/hour
Annabelle Brenden – Classroom Paraprofessional, Lincoln – 7.5 hours @ \$15.60/hour
Breanna Helkenn – Classroom Paraprofessional, Lincoln – 7.5 hours @ \$15.60/hour
Julie Wolfe – In School Suspension Paraprofessional, High School – 7.5 hours @ \$15.60/hour
Alexander Hanson – K-12 Computer Tech, High School - \$43,200.00
Zachary Toben – Noon Duty, \$2,095.00 – Total contract \$59,973.00
Timberly Lunde – Web Content Creator, McKinley - \$1,500.00
Connie Hanson – Web Content Creator, \$1,500, Lincoln – Total contract \$70,077.00
Scholastica Turner – Classroom Paraprofessional, Middle School – 7.5 hours @ \$16.90/hour
Cassandra Heiser – Special Education Paraprofessional, Mellette – 7 hours @ \$16.44/hour
Lacey Sell – Classroom Paraprofessional, Intermediate School – 7.5 hours @ \$15.60/hour
Alexis Gudmundson – Web Content Creator, Middle School - \$2,000.00
Sarah Kantrud – Web Content Creator \$2,000, Intermediate School – Total contract \$58,919.00
Traci Bass – Curriculum Partner – 3 hours @ \$25/hour - \$75.00
Malory Hoffmann – IEP Training – 7 hours @ \$25/hour - \$175.00
Michelle Wells – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Jennifer Brist – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Twyla Warkenthien – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Cara Davies – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Stacey Meyer – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Sheila Schroeder – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Tanya Maag – Illustrative Math - 7 hours @ \$25/hour - \$175.00
Jenny Berg – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Susan Kobat – Illustrative Math – 7 hours @ \$25/hour - \$175.00
Danielle Harms – Third and Fourth Quarter overage – 87 days @ \$67.04/day - \$5,832.48
Kahlab Rose – Removal of HS Club \$1,485, Lane change from BA to BA+16 \$1,290 – Total contract \$55,833.00
Cheryl Honomichl – Addition of Middle School Declam \$1,881.00 – Total contract \$64,633.00
Ellisyn Noeldner – Special Education Paraprofessional, Lincoln – 7.5 hours/day @ \$15.60/hour
Joscelyn Theisen – Classroom Paraprofessional, Lincoln – 7.5 hours/day @ \$15.60/hour
Tanner Chilson – SIOP Training – 7 hours @ \$25/hour - \$175.00
Shelly Osthus – Online Course Delivery – 1 course @ \$250/course - \$250.00

REQUEST FOR STIPEND

Jennifer Welch – 8 credits @ \$55/credit
Kahlab Rose – 6 credits @ \$108/credit

6.3.1. Consider Park & Recreation Facility Agreement



Facility Agreement between Watertown School District & Watertown Parks and Recreation Facilities

This is an agreement between the Watertown School District and the Watertown Parks and Recreation dated on this _____ day of _____, 2024. The agreement is as follows:

Prairie Lakes Wellness Center Active Heating Sports Zone **\$7,500.00**

Rental for the 2024-2025 school year

Cattail Crossing Golf Course **\$4,000.00**

For two seasons and Cross Country Meet

Usage of other City facilities up to 50 hours **\$3,000.00**

Any hours over the 50 allotted will be billed separately at a rate of \$75.00 per hour

To include the Ice Arena, Prairie Lakes Wellness Center Pool, Prairie Lakes Wellness Center Member Gym and Racquetball Courts, and the Fieldhouse Turf

1. In this agreement the Park and Rec. is allowed use of Allen Mitchell Field for Park & Rec Programs upon request and with the understanding that the field may not be available on all requested dates. In exchange, the Watertown School District upon request and availability will have access to softball fields at Premier or Koch Complex at no cost.
2. **TERM.** This facility agreement encompasses the 2024-2025 school year with dates as identified above.
3. **RENT.** The Watertown School District shall pay the Watertown Parks and Recreation the sum of Ten Thousand Dollars (\$10,000) for the term on or before December 2024. *Note that this includes the \$4,500 credit for early termination of FY24 City Auditorium usage.
4. **RENEWAL PERIODS.** There will be no automatic renewal of this agreement.
5. **INSURANCE.** The Watertown School District will provide a certificate of insurance.
6. **HOLD HARMLESS.** The Watertown Park and Rec. is in exclusive control and possession of the premises and the Watertown School District is responsible for any injury or damage to property or person on or about the premises. Each party agrees to indemnify, defend and hold the other harmless from any and all claims for bodily injury and property damage as a result of that party's failure to perform its obligations hereunder, and each agrees to indemnify and reimburse the other for any amounts that the other may be compelled to pay as a consequence of the indemnifying party's errors, acts or omissions, resulting in such bodily injury, property damage or other loss of whatever nature.

Watertown Park & Rec

By: _____

Title: _____

Watertown School District

By: _____

Title: _____

6.3.2. Consider Surplus Resolution

RESOLUTION

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

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

Bus 72 Vin 4DRBUAAPXAB208791

Bus 91 Vin 4DRBUAAP1AB208792

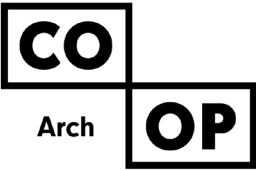
Bus 93 Vin 1T88S4E2591113446

Bus 96 Vin 1HVBGAAN41A913029

BE IT RESOLVED, that the Business Manager of the Watertown School District be authorized to surplus of the listed equipment as allowed by statue.

Presiding Officer

Business Manager



OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
CONSULTANT ☒

PROJECT:
Watertown School District Athletic Complex Phase 2
Watertown, SD

OWNER:
Watertown School District 14-4

TO CONTRACTOR:
Hasslen Construction
45 1st St SE
Ortonville, MN 56278

CHANGE ORDER NO.: 01

DATE OF ISSUANCE:
August 7, 2024

ARCHITECT:
CO-OP Architecture
440 E 8th Street, Suite 221
Sioux Falls, SD 57103

CONTRACT DATE:
November 13, 2023

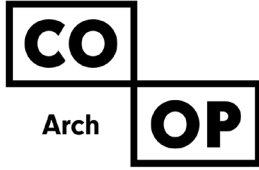
You are hereby authorized and directed to make the changes to your contract with the Watertown School District covering the above project, as described below:

RFP #01 – Concrete revisions at grandstands	DEDUCT (\$3,735.24)
RFP #04 – Revise grandstand deck to interlocking anodized aluminum deck	DEDUCT (\$69,480.52)
RFP #05 – Added scope for water cap in street, per WMU	ADD (\$4,731.00)

Additional Contract Days and Revised Substantial Completion Date: 0 Days - July 12, 2025

For the labor, material and any other necessary costs to make the change or for omitting labor and material and any other costs, you will be allowed the additions or deductions to the amount of your contract as follows:

ORIGINAL CONTRACT AMOUNT	\$ 10,839,400.00
CONTRACT AMOUNT TO DATE	\$ 10,839,400.00
ADDITION TO CONTRACT	\$ 4,731.00
DEDUCTION FROM CONTRACT	\$ (\$73,215.80)
NET CONTRACT	\$ 10,770,915.20



OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
CONSULTANT ☒

It is hereby understood that the provisions of the contract will not be otherwise changed or affected by this order.

RECOMMENDED BY

CO-OP ARCHITECTURE

Architect/Engineer

A handwritten signature in black ink that reads "Jason Kann".

8/7/24

Jason Kann, AIA
Architect

(Date)

ACCEPTED BY

Hasslen Construction

General Contractor

WATERTOWN SCHOOL DISTRICT

Brent Hasslen

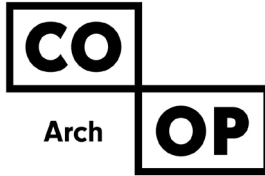
Project Manager

(Date)

Heidi Clausen

Business Manager

(Date)



WATERTOWN HIGH SCHOOL – ATHLETIC COMPLEX – PHASE 2 CHANGE ORDER #01 – EXECUTIVE SUMMARY

RFP's

1. Concrete revisions at grandstands

- a. Per coordination on the grandstands, footings and foundations along the east grandstand were not needed and eliminated.
- b. Burnished CMU was added on a wall at the elevator for durability along a high traffic area.
- c. Concrete paving was added below the grandstands in each fenced off area for the District.

DEDUCT (\$3,735.24)

4. Furring Revise grandstand deck to interlocking anodized aluminum deck

- a. Per recommendation by the grandstand manufacturer, the decking was revised to an interlocking anodized aluminum system in lieu of the welded and powder coated system originally called out. The deck boards will still meet the slip resistance requirement in the specifications.

DEDUCT (\$69,480.52)

5. Added scope for water cap in street, per WMU

- a. Per requirements from Watertown Municipal Utilities, the water line had to be capped off in the street and the road patched.

ADD (\$4,731.00)

Total from previous Change Orders =	\$0.00
Total from Change Orders including #1 =	(\$68,484.80)
Approved Construction Contingency =	\$525,870.00
Remaining Construction Contingency =	\$594,354.80

6.3.4. Consider Request for Proposals-Underwriting Services



WATERTOWN SCHOOL DISTRICT No. 14-4

Request for Proposals
Underwriting Services
Construction Funding, Capital Outlay Certificates

HEIDI CLAUSEN
Business Manager
Heidi.Clausen@k12.sd.us

	COLLIERS SECURITIES LLC		D.A. DAVIDSON & CO.	
Construction Funds	\$	3,202,703.00	\$	3,320,000.00
Fees: Bond Counsel	\$	6,066.00	\$	6,571.50
Printing	\$	-	\$	-
Registrar	\$	1,200.00	\$	1,100.00
Underwriter's Discount	\$	16,830.00	\$	12,106.75
Bond Insurance				
S&P Rating	\$	15,250.00	\$	15,250.00
Other	\$	3,825.00	\$	3,831.25
Contingency	\$	-	\$	4,628.40
Total to be Funded	\$	3,245,874.00	\$	3,363,487.90
Total Interest	\$	1,548,575.00	\$	1,806,321.53
Total Debt Service	\$	4,608,575.00	\$	4,871,321.53
Interest Percent	3.872%		3.955%	

Note: Both companies use the credit rating enhancement through the District's participation in the State of South Dakota's State Aid Pledge Program administered by the South Dakota Health and Education Facilities Authority (SDHEFA). Utilizing the SDHEFA program allows the District to obtain an enhanced credit rating from S&P Global Ratings of "AA+" on the Certificates and assists in lowering the District's True Interest Cost on the Certificates.

Recommendation: It is recommended to use Colliers Securities as the bond underwriter for Phase II of the Athletic Complex construction funding. The 20-year amortization schedule notes an average payment of \$227,375 and a 3.872% true interest rate with the first payment due in August 2025.

Watertown School District 14-4

CODE OF CONDUCT

Watertown School District employees hold positions of public trust. They are responsible for the education of students and serve as examples and role models to students. All employees are responsible for the integrity and the consequences of their actions. The highest standards of honesty, integrity, and fairness must be exhibited by each employee when engaging in any activity involving the District and its students. Employee conduct should be such as to protect the person's integrity and/or reputation and that of the District. An unwavering commitment to honorable and ethical behavior by staff is expected.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations. It is not practical or possible to enumerate all situations that might fall under the guidelines of this policy. In addition to other policies, regulations, and approved practices that have been established, the absence of a law, policy, or regulation covering a particular situation does not relieve an employee from the responsibility to exercise the highest ethical standards at all times.

Any person who believes staff has engaged in conduct which violates the code of conduct may report the alleged misconduct to his/her immediate supervisor. If the concern/complaint involves the individual's immediate supervisor, the complaint may be filed directly with the District Office.

District employees are expected to:

- Treat students, parents, fellow employees, and community members with dignity and respect. Conduct not meeting this expectation includes, but is not limited to:
 - * Refusing to communicate or speak with another individual
 - * Offensive verbal, visual, or physical conduct
 - * Threatening another individual
 - * Invading another's privacy
 - * Purposely invading an individual's personal space
 - * Knowingly blaming other individuals for mistakes they did not make
 - * Spreading gossip about an individual
 - * Taking credit for another individual's work or ideas
 - * Sharing jokes that demean an individual or group of individuals

* Any type of “bullying” behavior

- Promote a safe, nurturing, and positive school and work environment.

Conduct not meeting this expectation includes, but is not limited to:

- * repeated verbal, non-verbal, written or electronic communication
- * any conduct that is severe and objectively offensive so that it creates or results in an intimidating, hostile or offensive work environment or has the purpose or effect of substantially or unreasonably interfering with an employee’s or student’s performance

- Maintain confidentiality concerning students, families, and employees.

- Follow supervisor’s reasonable instruction.

- Demonstrate knowledge of and act in accordance with District policies and procedures, as well as legal and contractual standards, responsibilities, and obligations.

- Demonstrate a commitment to learning and professional growth.

- Model and promote appropriate language. Conduct not meeting this expectation includes, but is not limited to:

- * Name calling
- * Use of nicknames that may be offensive
- * Repeated negative comments about others orally or in writing
- * Profanity

- Commit to reporting gross mismanagement, significant waste of funds, abuse of authority, threats to safety, violations of policies and regulations, or other conduct that damages integrity or reputation to the employee’s immediate supervisor.

- Abstain from threatening, harassing, punishing or retaliating behavior against students and/or other employees.

- Engage in conduct that follows generally recognized professional principles.

Unethical conduct includes, but is not limited to:

- Inappropriate social networking between staff, students, parents, or community members;
- Any conduct that seriously impairs the employee’s ability to function professionally in his/her employment position;

- Conduct that is detrimental to the health, welfare, discipline or morals of students;
- Conduct which is offensive to the ordinary dignity, decency and morality of others;
- Failure to cooperate with the District in inquiries and/or investigations or hearings; and
- Deliberately falsifying information.

Any violation of the Code of Conduct shall be considered just cause for discipline, up to and including termination of employment.

Complaints found to have been intentionally dishonest or made maliciously without regard for truth may subject complainants or those conspiring with complainants to disciplinary action.

Legal Reference:

ARSD 24:08:01 Code of Professional Ethics Definitions

ARSD 24:08:03 Code of Professional Ethics for Teachers

ARSD 24:11:03 Code of Professional Ethics for Professional Administrators

Adopted: 7/12/2010

Revised: 8/24

Watertown School District 14-4

DANGEROUS WEAPONS IN THE SCHOOL

School district buildings and property are weapon free zones. School districts also must be highly conscious of the health, safety, and welfare of students, staff, and the public.

A dangerous weapon is defined as any firearm, stun gun, air gun, knife or device, instrument, material or substance, whether animate or inanimate, which is calculated or designed to inflict death or serious bodily harm, or by the manner in which it is used is likely to inflict death or serious bodily harm.

Law enforcement will be notified if any person, other than a law enforcement officer, is in possession of:

1. a firearm, or air gun, whether or not the firearm or air gun is designed, adapted, used, or intended primarily for imitative or noisemaking purposes.
2. any other object or material that is ordinarily considered a weapon, look alike weapons, or any object that could place a person in reasonable fear of physical harm.

No firearms are permitted on any school premises, school vehicle or any vehicle used for school purposes, in any school building or other building or premises used for school functions, except for:

1. firearms under the control of law enforcement personnel.
2. starting guns while in use at athletic events.
3. firearms or air guns at firing ranges, gun shows, or authorized supervised school training sessions for the use of firearms.
4. the ceremonial presence of unloaded weapons at color guard ceremonies.

Students violating this policy will receive a consequence consistent with District Policy JDD. Employees violating this policy will be disciplined consistent with District Policy GBCD, State Law and any applicable negotiated agreement. It is the further policy of the District that no employee shall grant permission to anyone to carry a concealed pistol even if they hold an enhanced permit in accordance with SDCL 23-7, pursuant to SDCL 13-32-7. Visitors violating this policy may be banned from future entrance onto District property.

6.6. Consider 2024 Fall Athletic Fundraising

TO: Dr. Jeff Danielsen
FROM: Craig Boyens
RE: 2024 Fundraising
DATE: August 1, 2024

To the members of the Watertown School Board:

I would like to request that the Watertown High School athletes are able to conduct a fundraising effort during the 2024 school year. The fundraiser would be the sale of Arrow Pride cards that are similar to the cards that have been sold the last several years.

The money that would be raised would be used for equipment needs, supplies, and meals for the student-athletes that may go above and beyond what our general supplies budget allows. All of the purchases from the money that would be raised would be done through the Athletic Office with the input of the head coaches. In the past few years, the money that has been raised because of this fundraiser has had a very positive impact on our programs, along with the community, and we would like to continue this practice.

Thank you for considering this request and for your continued support of the extra-curricular activity programs in the Watertown School District. If you have any questions, please feel free to contact me.

Sincerely,

Craig Boyens

WATERTOWN SCHOOL DISTRICT



NEW TEACHER PRE-SERVICE

Tuesday, August 13, 2024

at

Watertown Intermediate School

10:00 - 11:00

Welcome from Dr. Daniels in WIS Arrow Zone

11:00 - 12:00

Bus Tour of the School District

12:00 - 1:30

New Teacher Luncheon held at Country Road Barn. This is a very special luncheon where you are recognized by the community. Please dress "school-like" so that the community can see you as they would the first day of school.

1:30 - 4:00

Meet with your principal/director at your building

WATERTOWN SCHOOL DISTRICT



Wednesday, August 14, 2024, Preservice Day for All Staff

8:00 - 10:15	Welcome and Building Preservice at each site
10:30 - 12:00	District Welcome, Introductions, Strategic Plan in DD Miller Auditorium
12:00 - 1:00	Lunch provided by Reliabank
1:00 - 4:00	Staff Work Time
	1:00-2:00 – District Safety Committee Meeting in Dist. Conference Rm
	1:00-2:30 – 5 th Grade Math Meeting in Back Dist. Conference Rm
	2:30-4:00 – 6 th Grade Math Meeting in Dist. Conference Rm

Thursday, August 15, 2024, Preservice Day for All Staff

8:00 - 11:30	Myron Dueck at LATC 4 th Floor
11:30 - 12:30	Lunch on your own
12:30 - 3:15	Myron Dueck at LATC 4 th Floor
3:15 - 4:00	District Information

Monday, August 19, 2024

11:00 - 7:00	District Pre-Conferences for all buildings
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Tuesday, August 20, 2024, Preservice for All Staff

8:00 - 4:00	Building Preservice
	8:00-9:00 – Kindergarten Math Meeting in Dist. Conference Rm
	9:00-10:30 – 1 st Grade Math Meeting in Dist. Conference Rm
	10:30-12:00 – 2 nd Grade Math Meeting in Dist. Conference Rm
	1:00-2:30 – 3 rd Grade Math Meeting in Dist. Conference Rm
	2:30-4:00 – 4 th Grade Math Meeting in Dist. Conference Rm
8:00 - 9:30	All Special Ed Certified Staff Meeting in WHS
12:00 - 1:00	Commons Lunch on your own
12:00 - 1:00	Professional Development Committee Mtg in Dist. Conference Rm-Lunch provided
3:00 - 4:00	All Athletic Coaches and PE Staff Training in WHS Commons

7.1.2. Fuel Quotes

WATERTOWN SCHOOL DISTRICT BULK FUEL QUOTES

July 16, 2024

<u>Company Name</u>	<u>Regular Fuel with Ethanol Price Per Gallon</u>
Sioux Valley Coop	\$3.106
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price per gallon at \$3.106 for Regular Fuel with Ethanol.