



"To Build Knowledge and Skills for Success Today and Tomorrow"

**AGENDA for September 11, 2023**  
**5:30 PM Regular Board Meeting**  
**Board Room, Williams Administration Building**  
**Zoom Link: <https://sdk12.zoom.us/j/97496979790>**

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1. Call meeting to order/roll call
2. Pledge of Allegiance
3. Agenda
4. Consent Agenda
  - 4.a. Regular Amended Meeting Minutes on Monday, August 14, 2023
  - 4.b. Personnel
  - 4.c. Claims for Payment
  - 4.d. Open Enrollment, In District Transfer and/or Transfer of Athletic Eligibility
  - 4.e. Volunteers
5. Conflict of Interest Waivers
  - 5.a. Approve Conflict of Interest Waiver for Chantal Ligtenberg
  - 5.b. Approve Conflict of Interest Waiver for Ethan Dschaak
  - 5.c. Approve Conflict of Interest Waiver for Pete Wilson
6. Presentations
  - 6.a. Rodeo Club Update
  - 6.b. FY23 Financial Review
7. Open Forum
8. Recognitions
  - 8.a. FCCLA National Results
  - 8.b. ASBSD Gold Level Award
9. Action Items
  - 9.a. Financial Reports
  - 9.b. Amend General Fund Budget
  - 9.c. Amend General Fund Budget for Title II Teacher
  - 9.d. City of Sturgis SRO Agreement
  - 9.e. Piedmont Valley Elementary School Resource Office MOU
  - 9.f. Apptegy/Thrillshare Agreement
  - 9.g. SchoolMessenger Renewal Agreement
  - 9.h. Elk Creek Conservation District MOU
  - 9.i. iAspire Education License
  - 9.j. Special Education Comprehensive Plan
  - 9.k. Johnson Controls, Inc. Contract Renewal
  - 9.l. Approve Special Board Meeting
  - 9.m. Amend School Board Policy AC: Nondiscrimination
10. Policy Reviews

- 10.a. First Reading of School Board Policy IGDK: Participation of Alternative Instruction Students
- 10.b. First Reading of School Board Policy BD: School Board Meetings
- 10.c. Third and Final Reading of School Board Policy, Section B: School Board Governance and Operations
- 11. Discussion Items
  - 11.a. Preliminary Fall Enrollment
- 12. Reports
  - 12.a. Administrators
  - 12.b. Board Members
    - 12.b.1. ASBSD Delegate Assembly
  - 12.c. BHSSC
  - 12.d. Superintendent
- 13. Upcoming Calendar Events
- 14. Adjournment

MEETING MINUTES, Monday, August 14, 2023  
5:30 PM Amended as of 8/14/2023 @ 1:50PM\_Regular Board Meeting  
Board Room, Williams Administration Building

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Board Members Present: Aaron Odegaard: Present, Brian Voight: Present, Charlie Wheeler: Present, Darrell Vig: Present, Justin Jutting: Present, Lee Spring: Present, Megan Snyder: Present, Sandy Cass: Present, Terry Koontz: Present.

Others Present: Wayne Wormstadt, Brett Burditt, Tanya Ludwick, community members and other district personnel.

Regular board meeting called to order at 5:30 PM

Call meeting to order/roll call

Pledge of Allegiance

Agenda

MOTION by Snyder, seconded by Spring, and Carried to approve the Agenda as presented.

Consent Agenda

MOTION by Koontz, seconded by Vig, and Carried to approve the Consent Agenda as presented.

Regular Meeting on Monday, July 10, 2023 (Old Board), Monday, July 10, 2023 (New Board), Special Board Meeting - Executive Session on Monday, July 10, 2023.

Personnel

New Hire (Certificated Staff): Sara Skillman-Blom, teacher, Stagebarn Middle School, \$51,414.00, eff. beginning of the 2023-24 school year; Christina Hollearn, teacher, Sturgis Williams Middle School, \$48,000.00, eff. beginning of the 2023-24 school year. New Hire (Support Staff): Erica White-Kemp, lunchroom/playground, Piedmont Valley Elementary, \$14.00/hr, eff., beginning of the 2023-24 school year; Jaquelin Birner, accountants payable/payroll, Business Office, \$25.00/hr, eff. 7/31/2023; Gerri Jensen, special education paraprofessional, Sturgis Elementary, \$17.00/hr, eff. 8/28/2023; Paula Williamson, after-school aid, Whitewood Elementary, \$18.00/hr (2.5hrs/day), eff. 8/28/2023; Heather Nudd, after-school aid, Whitewood Elementary, \$18.00/hr (3hrs/day), eff. 8/28/2023; Kristen Huntington, lunchroom/playground, Sturgis Elementary, \$15.00/hr, eff. 8/22/2023; Walter Misemer, custodian, Piedmont Valley Elementary, \$16.00/hr, eff. 8/14/2023; Tamie Fahrenholz, paraprofessional, Opal Elementary, \$14.00/hr, eff. 8/22/2023. Change in Hourly Rate (Support Staff): Kim Roberts, B-3 testing coordinator, district-wide, increase from \$30.00/hr to \$31.50/hr, eff. 7/1/2023. New Hire (Extracurricular): Cami Wenk, yearbook advisor, Stagebarn Middle School, \$1,192.00, eff. beginning of the 2023-24 school year; Renee Herringer, assistant volleyball coach, Stagebarn Middle School, \$2,058.00, beginning of the 2023-24 school year, head boys basketball coach, Stagebarn Middle School, \$2,381.00, eff. beginning of the 2023-24 school year, assistant track coach,

Stagebarn Middle School, \$2,058.00, beginning of the 2023-24 school year. Contract Amendment (Extracurricular): Alexa Buckley, assistant girls basketball coach, Stagebarn Middle School, \$2,058.00, eff. beginning of the 2023-24 school year; Grace Steinley, student council, Stagebarn Middle School, \$1,548.00, eff. beginning of the 2023-24 school year; Darla Aspen, head volleyball coach, Stagebarn Middle School, \$2,586.00, eff. beginning of the 2023-24 school year; Jimi Olson, assistant track coach, Stagebarn Middle School, \$2,094.00; athletic director, Stagebarn Middle School, \$5,257.00, eff. beginning of the 2023-24 school year; William Carpenter, assistant boys basketball, Stagebarn Middle School, \$2,454.00, eff. beginning of the 2023-24 school year; Cooper Stanforth, head cross-country coach, Stagebarn Middle School, \$2,381.00, eff. beginning of the 2023-24 school year. Resignation (Support Staff): Lisa Symonds, accounts payable/payroll, Business Office, eff. 7/7/2023. Resignation (Extracurricular): Joshua Kirchner, football coach, Sturgis Brown High School, eff. 7/14/2023; Cooper Stanforth, knowledge bowl advisor, Stagebarn Middle School, eff. 8/1/2023; Ward Anderson, assistant boys basketball coach, Stagebarn Middle School, eff. 8/1/2023.

### Claims for Payment

7Mndsts, Crrclm 3885.00; A&B Bsnss, Sppls 778.04; A&B Wldng, Sppls 82.70; A&J Scrnprntng, Signs 245.00; Advncd Pymnts, Sppls 113.20; AD Sprstr, Equip 1465.00; Arcor, Equip 5889.00; Agednet, Sbsrptn 213.60; AK Athlct, Equip 2768.64; Amzn, Sppls 12146.30; Amrcn Airlns, Trvl 330.00; Amrcn Inn, Trvl 330.00; Amick, Srvcs 181.00; Apple, Equip 3312.98; Arch Ins, Srvcs 7710.00; ASCD, Mbrshp 1292.00; Bymnt Inn, Ldgng 612.40; Bst By, Equip 74.33; Bst Wstrn, Ldgng 1097.91; Bjrm Spch, Sppls 125.00; BH Wtr, Utly 1540.35; BH Asphlt, Rpr 6592.86; BH Chmcl, Sppls 5327.15; BH Enrgy, Utlty 44731.68; BH Pst, Srvcs 310.00; BH Pnr, Pblsh 800.23; BHSS, Srvcs 13466.19; BH Urgnt, Physl 100.00; BH Wrk, Srvcs 875.00; Brdr Sts, Spply 169.44; Brnpp, Spscrptn 7310.00; BSN Sprts, Spplys 832.29; Cmmck Rnch, Spply 22.50; Cptl One, Spply 63.02; Cash, Rally Bkfts 6000.00; CBH, Fuel 1319.15; CDW, Sbscrptn 5942.75; Cntrylnk, Utlty 58.83; Chrl Trcs, Mmbrshp 1199.99; Cty Smmrst, Utlty 101.20; Clnfrk, Equip 993.13; Clrd Cnvntn, Trvl 8.05; Cmmtch, Cblng Prjct 42007.93; Cr Lrng, Spply 54.88; Crtv Lrng, Agrmnt 14625.00; DR Srvc, Rprs 197.39; Dktlnq, Srvcs 787.91; Dkt Pttrs, Sppls 908.90; Dlt Dntl, Ins 16111.72; Dvn Xprss, Spply 26.94; Ed Clb, Sftwr 2847.50; Edtk Sltns, Sftwr 3600.00; Elite Exrcs, Spply 417.17; EMC, Ins 2517.62; Ems Lnq, Sftwr 13440.36; EVPO, Spplys 112.20; Explr Lrng, Spplys 3295.00; Fth Indpdnt, Pblshng 287.81; Flltt, Txtbks 212.55; Fun and Fnctn, Spplys 41.94; Grg Dr Prs, Rpr 675.00; Gylrd Prylnd, Ldgng 3771.75; Gldn Wst, Equip 521.89; Gphr Sprts, Equip 1126.78; Grcnts, Sbscrtn 265.00; Grnd Elctrc, Utlty 234.17; Hauff, Equip 3270.50; Hllyrd, Spply 1521.02; Hp Kng Tchng, Rgstrtn 619.07; Innvtve, Furntr 59968.71; Ky Grvmnt Fnce, Ls 394594.31; Kffr, Utlty 1086.24; Kncht, Spply 540.60; Kwik Mart, Spply 77.86; Leavitt, Ins 6117.37; Lghtng Mntnc, Spply 156.90; Ls Endz Clng, Srvcs 20836.74; Lyft, Trvl 49.28; Mcgll, Spply 1947.70; Mrco, Spply 2922.17; Mgr Chmcl, Spply 122.90; Mnrds, Spply 604.14; MHS, Spply 1500.00; MID-Amrcn, Spply 12047.60; MIDCO, Utltys 6857.97; Midcntnt, Tstng 24.50; Msson Cgntn, Spply 43.00; Mitchl Schl, Tuition 990.00; MDU, Utlty 4594.78; Mosyle, Sftwr 5580.00; Nasco, Spply 47.96; NFHS, Rgstrtn 1225; Nies Karras & Skjoldal, Lgl Srvcs 37.50; Orllys, Spply 78.46; Otis Elvtr, Srvcs 1720.92; Prson, Spply 75.80; Ptny Bws, Pstg Ls 841.20; Popplrs, Bks 304.22; Pwr House, Spply 262.08; Pncpl Confrc, Rgstrtn 200.00; Pro-tff Dcls, Spply 623.16; Procmtng, Spply

680.00; Psh Pdl, Spply 380.00; Quill, Spply 1567.25; Ramkt, Ldgng 673.44; Rasmsn, Equip 10000.00; Ratwik Roszak & Maloney, Lgl Srvc 4816.54; Read Natrily, Sftwr 2470.00; Relly Good Stff, Spplys 58.44; Refs Soltns, Utllys 464.99; Richtrs Tire, Rprs 1974.29; Rddll, Equip 10234.95; Rvrsd, Cmptrs 2409.00; Rchstr, Spply 580.00; Rokcngtr, Spplys 160.00; Rgr Fry's, Spply 734.07; Rogue, Spply 271.77; Rshmr Offc, Spply 41.88; SASD, Cnvntn 410.00; SVVS, Crrclm 63822.94; Schlstc, Crrclm 5271.76; Schl Datebks, Spply 2201.70; Schl Spclty, Spplys 7526.31; Scptwn Wash, Spply 25.50; Scull Cnstrctn, Ktchn Rmdl 461820.21; SD Beef Indstry Cncl, Spply 53.81; SD Hmn, Tuition 662.41; Sct Strys, Spply 200.00; Srvll, Mops 461.35; Svrsn Dirt Wk, Rprs 2086.57; Shrtn Htl, Trvl 700.00; SHI, Licnss 16957.34; Skyln Engntng, Srvc 1170.00; Smrs, sftwr 1299.00; SNA, Dues 154; Solr Snd, Spply 627.00; Spclty Instlltn, Rprs 581.48; Spdy Lube, Rprs 60.99; Stpls, Spplys 10719.38; Strgs ACE, Spply 340.24; NAPA, spply 164.63; Strgs City, Utllys 7935.15; Smmt Fire, Rprs 316.00; Sun Life, Ins 3410.44; Swnk Movie, Licns 646.00; Synchrny Bnk, Spply 389.23; Thms & Vrtns, Rgstrtn 100.00; Titn Ftnss, Equip 501.23; Toro Cmpny, Spply 197.15; Trane, Rprs 5882.90; Turbvll Elctrc, spply 921.79; Uber, Trvl 87.57; Untd Airlns, Trvl 3050.40; US Bkn, Prnr Ls 5848.41; USPS, Rntl 108.00; Vanwy Trphy, Spply 14.40; Vntrs Lrng, Spply 90.00; Vrzn, Hot Spt 45.06; Visbl Dffrnc, Clnng Cntrct 26517.50; Wlmtr, Spply 388.83; Wllmrk, Ins 236011.38; Wst Msc, Spply 71.95; Wst Rvr, Utllys 1305.85; Wstrn Psychlgcl, Spply 365.20; Wex, Fuel 939.60; WW Cty Wtr, Utllys 66.00; Zoho, Suscrptn 1795.00; Cash Recap for month ending July 31,, 2023:2023: GeneralFund:Fund: BeginBegin BalBal 6904300.876904300.87; Petty Cash 1.00; Cash Change 0.00; Advance Pymt 16489.81; Cash in Bank 369475.01; Savings Investments PSBK 6518335.05; Unemployment Savings 11826.44; Investments in CD 1074174.85; Investments in CD over 90 Days 0.00; Transfer In 0.00; Revenue: Local Taxes 172202.64; Other Sources 43499.02; State 1008190.00; Federal 144335.00; Other Sources 20206.95; Total Revenue 1388433.61; To Be Acct'd For: 8292734.48; Transfer Out 0.00; Expenditures 1400032.12; Ending Bal July 31, 2023: 6892702.36; Petty Cash 1.00; Cash Change 0.00; Advance Pymt 16489.81; Cash in Bank 777154.77; Investments Savings 6099056.78; Unemployment Savings 11830.46; Investments CD 1071817.91; Investments CD over 90 Days 0.00; Capital Outlay: Begin Bal 5631027.06; Cash in Bank -44103.59; Investments PSBK 5675130.65; Investments US Treasuries 2557796.59; Funds at Fiscal Agent 4931645.65; Transfer In 0.00, Revenue Local Taxes 38393.05; Other Sources 272.25; State 0.00; Federal 64739.00; Other Sources 387978.96, Total Revenue 491384.16; To Be Acct'd For: 6122411.22; Transfer Out:0.00; Expenditures 2834152.07; Ending Balance: 3288259.15; Cash in Bank: 467547.59; Invest, Savings: 2820711.56; Investments US Treasuries 2557796.59; Funds at Fiscal Agent 4469825.13; Spec Serv: Begin Bal 1813708.07; Cash in Bank 4789.40; Investments Savings 1808918.67; Revenue Local Taxes 23092.50; Other Sources 163.75; State 98128.00; Federal 0.00; Other Sources 5421.54; Total Revenue 126805.79; To Be Acct'd For 1940513.86; Expenditures 269287.03; Ending Balance as of July 31, 2023 1671226.83; Cash in Bank 35040.95; Investment, Savings 1636185.88; Investments, CD 0.00; Fund 42: Beg Bal 0.00; Cash in Bank 0.00; Revenue: Federal 0.00; Total Revenue 461820.21; To Be Acct'd For 461820.21; Expenditures 461820.21; Ending Bal July 31, 2023 0.00; Cash in Bank 0.00; Food Service: Beg Bal 869324.68; Cash Change 0.00; Cash in Bank 203770.11; Investments, Savings 665554.57; Investments, CD 0.00; Transfers In

0.00; Revenue: State 0.00; Federal 0.00; Other Sources 4871.55; Total Revenue 4871.55; To Be Acct'd For 874196.23; Transfer Out 0.00; Expenditures 22472.52; End Bal July 31, 2023: 851723.71; Cash Change 0.00; Cash In Bank 59226.41; Investments, Savings 792497.30; Investments of 90 Days 0.00; Enterprise: Beg Bal 124488.13; Cash Change 0.00; Cash in Bank 51597.97; Investments, Savings 72890.16; Revenue; Other Sources 179.12; Total Revenue 179.12; To Be Acct'd For 124667.25; Expenditures 7833.13; End Bal July 31, 2023: 116834.12; Cash Change 0.00; Cash in Bank 43764.84; Investment, Savings 73069.28; Custodial: Beg Bal 307699.66; Cash in Bank 105190.51; Investments, Savings 202509.15; Investments, CD 0.00; Revenue: Other Sources 18301.26; Total Revenue 18301.26; To Be Acct'd For 326000.92; Expenditures 22434.95; End Bal July 31: 303565.97; Cash In Bank 98464.81; Investments, Savings 205101.16; Investment CD 0.00.

#### Open Enrollment, In District Transfer and/or Transfer of Athletic Eligibility

##### Volunteers

None presented.

##### Emergency Bus Pact

ASBSD coordinates an Emergency School Bus Mutual Assistance Pact between school districts on the occasion a bus traveling outside of the district fails. In order to participate in the bus pact and be included in the listing, we had to submit the form to ASBSD by August 11, 2023.

##### Conflict of Interest Waivers

MOTION by Vig, seconded by Odegaard, and Carried to approve the conflict of interest waiver from Charlie Wheeler as presented.

MOTION by Voight, seconded by Cass, and Carried to approve the conflict of interest waiver from Megan Snyder as presented.

MOTION by Vig, seconded by Spring, and Carried to approve the conflict of interest waiver from Justin Jutting as presented.

MOTION by Jutting, seconded by Vig, and Carried to approve the conflict of interest waiver from Chad Hedderman as presented.

##### Open Forum

Mike Schaeffer expressed his opinion on needing clarification on the current bus routes on Deerview Road and McIntosh Road in the Piedmont area. He stated McIntosh Road is a Meade County road. Mr. Wormstadt will reach out to Harlow's for further clarification.

April Brant expressed her opinion on the substitute teacher pay rates that are currently in place.

Catharine VanDorn appreciated changes to the bus routes and expressed her concerns about the bus issues. Questions were asked about bus staff training and transitions of students between stops and bus safety.

## Recognitions

The Character Education Word of the Month for August is "Self-Discipline", which includes having patience, being disciplined, and being accountable for your choices.

## Action Items

### Financial Reports

MOTION by Koontz, seconded by Vig, and Carried to approve the Financial Reports as presented.

### SchoolMessenger Renewal Agreement

MOTION by Cass, seconded by Koontz, and Carried to approve the agreement with SchoolMessenger as presented.

### School Board Committee Assignments

Brian Voight was removed from the Transportation Committee and Lee Spring was added. The changes have been made to reflect the current committee members for the 2023-24 year.

### Superintendent Authorization

MOTION by Koontz, seconded by Odegaard, and Carried to authorize Mr. Wormstadt to hire additional staff if needed based on student enrollment increases.

### Adult Breakfast Price

MOTION by Vig, seconded by Snyder, and Carried to setting the adult/non-program breakfast meal price at \$2.75.

### Approve .5 FTE Culinary Arts Position

MOTION by Voight, seconded by Koontz, and Carried to approve the addition of a .5 FTE Culinary Arts teacher position.

### Change of Assignment

MOTION by Vig, seconded by Voight, and Carried to approve the change of assignment for Mica Sulzbach-Bataille, from a 1.0 FTE custodian to a .5 custodian and .5 FTE teacher at Sturgis Brown High School, \$24,000.00, eff. beginning of the 2023-24 school year.

### School Board Policy AC: Nondiscrimination

MOTION by Cass, seconded by Jutting, and Carried to approve School Board Policy AC: Nondiscrimination as presented.

### Health Insurance Adjustment for Premium Increase

MOTION by Spring, seconded by Vig, and Carried to approve to increase the amount that the district contributes per month towards health insurance for teachers (prorated per FTE,) 12 month staff, and 9/10 month staff as presented.

Cass: Abstain (With Conflict), Jutting: Abstain (With Conflict), Koontz: Yea, Odegaard: Yea, Snyder: Yea, Spring: Yea, Vig: Yea, Voight: Abstain (With Conflict), Wheeler: Yea

### Bus Route Change Requests

MOTION by Koontz, seconded by Odegaard, and Carried to approve the transportation committee and Harlow's recommendations as presented.

### Discussion Items

#### Elk Creek Conservation District MOU

The MOU between the Meade School District and the Elk Creek Conservation District expired in 2022. The conservation district uses the building referred to as the "tree shed" located at Sturgis Brown High School for the purposes of storing and distributing trees through their conservation program. The MOU will need to be updated for the 2024-2034 calendar years. Action will take place at the September board meeting to approve the amended version.

#### Union Center Depository

Discussion was held about changing the contract from removal of the building vs. sale of land and keeping the building there. The concern is over the process to do this and whether the County will approve the splitting of the land and the connection to a septic system. Lee Spring will touch base with Mr. Rhoden with any concerns.

#### All Staff and Teacher In-Service

The 2023-24 August staff in-service is Tuesday, August 22 - Thursday, August 24, 2023, from 8:00 a.m. to 3:00 p.m. This year, Mr. Wormstadt is having its first day of service be an all staff in-service. Breakfast and refreshments will be served. Teachers are asked to check with their administrator for more information.

### Policy Reviews

#### Second Reading of School Board Policy, Section B - School Board Governance and Operations

This is the Second Reading of School Board Policy, Section B - Governance and Operations. The committee recommends adopting the changes to the policies listed in Section B as presented.

Second Reading of School Board Policy BB: School Board Legal Status, minor change to add nine (9) board members to policy.

### Reports

#### Administrators

Business Manager, Brett Burditt mentioned the business office submitted financial information to the SD Department of Education.

#### Board Members

Nothing was reported.

#### BHSSC

The July board meeting was the organizational meeting and swore in a few new board members. BHSSC will provide professional development for the staff during the school hours. Substitute teachers will be hired so teachers can attend professional development.

Superintendent

Mr. Wormstadt suggested the Board set a date in September for Wade Pogony to come into the district to provide GAVEL training. District Goal Setting will be done with the Leadership Team, the School Board and committees, preferably on the same day as GAVEL training with the Board. We will use the four areas from our previous strategic plan to set short and long-term goals. An area that can be added, but not necessary, is finance. District academic goals will start with instructional council and administration moving forward to the Board for approval. Insurance, wellness, negotiations and safety/crisis committees will be created.

Upcoming Calendar Events

August 22-24 - Teacher Inservice

August 28 - First Day of School

Adjournment

MOTION by Vig, seconded by Spring, and Carried to adjourn at 6:47 PM.

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Charles M. Wheeler, President

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Brett Burditt, Business Manager

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Tanya Ludwick, Recorder

Meade School District  
Claims for Payment  
September 11, 2023

Vendor Name	Description	Amount
A&B BUSINESS	SUPPLIES	41.70
	<b>VENDOR TOTAL</b>	<u>41.70</u>
A&B WELDING	SUPPLIES	12.09
A&B WELDING	EQUIPMENT	2,100.00
	<b>VENDOR TOTAL</b>	<u>2,112.09</u>
A&J SUPPLY	SUPPLIES	2,423.00
	<b>VENDOR TOTAL</b>	<u>2,423.00</u>
ADVANCED PAYMENTS	OFFICIAL	177.34
ADVANCED PAYMENTS	OFFICIAL	85.30
ADVANCED PAYMENTS	OFFICIAL	85.30
ADVANCED PAYMENTS	OFFICIAL	170.44
ADVANCED PAYMENTS	OFFICIAL	90.00
ADVANCED PAYMENTS	OFFICIAL	70.00
ADVANCED PAYMENTS	OFFICIAL	115.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	SUPPLIES	3,262.52
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	115.00
ADVANCED PAYMENTS	OFFICIAL	138.28
ADVANCED PAYMENTS	OFFICIAL	136.02
ADVANCED PAYMENTS	OFFICIAL	137.28
ADVANCED PAYMENTS	OFFICIAL	161.52
ADVANCED PAYMENTS	OFFICIAL	136.84
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	90.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	65.00
ADVANCED PAYMENTS	OFFICIAL	115.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	90.00
ADVANCED PAYMENTS	OFFICIAL	173.87
ADVANCED PAYMENTS	OFFICIAL	165.91
ADVANCED PAYMENTS	OFFICIAL	25.00
ADVANCED PAYMENTS	OFFICIAL	25.00
ADVANCED PAYMENTS	OFFICIAL	50.00
ADVANCED PAYMENTS	OFFICIAL	20.00
ADVANCED PAYMENTS	OFFICIAL	20.00

ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	90.00
ADVANCED PAYMENTS	OFFICIAL	70.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	70.00
ADVANCED PAYMENTS	OFFICIAL	70.00
ADVANCED PAYMENTS	OFFICIAL	135.00
ADVANCED PAYMENTS	OFFICIAL	65.00
ADVANCED PAYMENTS	OFFICIAL	45.00
ADVANCED PAYMENTS	OFFICIAL	168.67
ADVANCED PAYMENTS	OFFICIAL	184.78
ADVANCED PAYMENTS	OFFICIAL	162.23
ADVANCED PAYMENTS	OFFICIAL	136.48
ADVANCED PAYMENTS	OFFICIAL	137.82
ADVANCED PAYMENTS	OFFICIAL	136.34
ADVANCED PAYMENTS	OFFICIAL	137.38
ADVANCED PAYMENTS	OFFICIAL	159.82
ADVANCED PAYMENTS	OFFICIAL	185.40
	<b>VENDOR TOTAL</b>	<u>9,024.54</u>
AGILE SPORTS	SUBSCRIPTION	10,100.00
	<b>VENDOR TOTAL</b>	<u>10,100.00</u>
AHA! PROCESS	SUPPLIES	664.00
	<b>VENDOR TOTAL</b>	<u>664.00</u>
AMAZON	SUPPLIES	67.66
AMAZON	SUPPLIES	626.28
AMAZON	SUPPLIES	95.25
AMAZON	SUPPLIES	95.25
AMAZON	SUPPLIES	156.22
AMAZON	SUPPLIES	422.24
AMAZON	SUPPLIES	84.00
AMAZON	SUPPLIES	150.80
AMAZON	SUPPLIES	150.80
AMAZON	SUPPLIES	84.00
AMAZON	EQUIPMENT	651.98
AMAZON	SUPPLIES	623.20
AMAZON	SUPPLIES	30.51
AMAZON	SUPPLIES	57.29
AMAZON	SUPPLIES	25.24
AMAZON	SUPPLIES	38.01
AMAZON	EQUIPMENT	311.54
AMAZON	EQUIPMENT	233.94
AMAZON	MEMBERSHIP	15.92
AMAZON	EQUIPMENT	449.54
AMAZON	SUPPLIES	7.44

AMAZON	SUPPLIES	8.99
AMAZON	SUPPLIES	17.99
AMAZON	SUPPLIES	14.86
AMAZON	SUPPLIES	7.44
AMAZON	SUPPLIES	8.99
AMAZON	SUPPLIES	7.44
AMAZON	SUPPLIES	8.99
AMAZON	SUPPLIES	8.99
AMAZON	SUPPLIES	7.44
AMAZON	EQUIPMENT	74.00
AMAZON	SUPPLIES	54.00
AMAZON	SUPPLIES	271.84
AMAZON	SUPPLIES	361.14
AMAZON	SUPPLIES	21.98
AMAZON	SUPPLIES	28.99
AMAZON	SUPPLIES	62.78
AMAZON	SUPPLIES	31.88
AMAZON	SUPPLIES	52.64
AMAZON	SUPPLIES	103.26
AMAZON	SUPPLIES	48.00
AMAZON	SUPPLIES	239.90
AMAZON	SUPPLIES	35.39
AMAZON	SUPPLIES	201.56
AMAZON	EQUIPMENT	38.03
AMAZON	EQUIPMENT	259.86
AMAZON	EQUIPMENT	59.99
AMAZON	SUPPLIES	65.63
AMAZON	SUPPLIES	7.99
AMAZON	SUPPLIES	65.63
AMAZON	SUPPLIES	108.79
AMAZON	SUPPLIES	65.63
AMAZON	SUPPLIES	65.63
AMAZON	SUPPLIES	49.47
AMAZON	SUPPLIES	54.43
AMAZON	SUPPLIES	38.63
AMAZON	SUPPLIES	447.03
AMAZON	SUPPLIES	1,308.69
AMAZON	SUPPLIES	57.01
AMAZON	SUPPLIES	20.99
AMAZON	SUPPLIES	196.89
AMAZON	SUPPLIES	59.93
AMAZON	SUPPLIES	113.95
AMAZON	SUPPLIES	38.46
AMAZON	SUPPLIES	33.96
AMAZON	SUPPLIES	53.92
AMAZON	SUPPLIES	102.43
AMAZON	SUPPLIES	338.14
AMAZON	SUPPLIES	328.37

AMAZON	SUPPLIES	29.08
AMAZON	SUPPLIES	328.15
AMAZON	SUPPLIES	63.17
AMAZON	SUPPLIES	47.90
AMAZON	SUPPLIES	397.35
AMAZON	SUPPLIES	196.89
AMAZON	SUPPLIES	196.89
AMAZON	SUPPLIES	27.95
AMAZON	SUPPLIES	65.63
AMAZON	EQUIPMENT	289.98
AMAZON	EQUIPMENT	59.99
AMAZON	SUPPLIES	3.70
AMAZON	SUPPLIES	7.40
AMAZON	SUPPLIES	3.70
AMAZON	SUPPLIES	3.70
AMAZON	SUPPLIES	3.70
AMAZON	SUPPLIES	731.21
AMAZON	EQUIPMENT	119.98
AMAZON	EQUIPMENT	33.90
AMAZON	EQUIPMENT	98.99
AMAZON	SUPPLIES	22.99
AMAZON	SUPPLIES	76.14
AMAZON	EQUIPMENT	3,440.00
AMAZON	EQUIPMENT	330.89
AMAZON	SUPPLIES	12.50
AMAZON	SUPPLIES	19.95
AMAZON	SUPPLIES	10.78
AMAZON	SUPPLIES	13.99
AMAZON	SUPPLIES	98.98
AMAZON	SUPPLIES	26.28
AMAZON	EQUIPMENT	189.05
AMAZON	SUPPLIES	82.04
AMAZON	SUPPLIES	63.97
AMAZON	SUPPLIES	199.08
AMAZON	SUPPLIES	124.44
AMAZON	SUPPLIES	14.99
AMAZON	SUPPLIES	79.84
AMAZON	SUPPLIES	46.84
	<b>VENDOR TOTAL</b>	<b>17,597.09</b>

AMICK	REPAIR	225.61
AMICK	MONITORING	19.00
AMICK	MONITORING	28.00
AMICK	MONITORING	19.00
AMICK	MONITORING	38.00
AMICK	MONITORING	19.00
AMICK	MONITORING	19.00
AMICK	MONITORING	19.00

AMICK	MONITORING	20.00
AMICK	REPAIRS	169.21
	<b>VENDOR TOTAL</b>	<u>575.82</u>
AERCOR	ACCESS POINT	733.08
AERCOR	ACCESS POINT	183.27
AERCOR	ACCESS POINT	183.27
AERCOR	ACCESS POINT	366.50
AERCOR	ACCESS POINT	183.27
AERCOR	ACCESS POINT	1,466.10
	<b>VENDOR TOTAL</b>	<u>3,115.49</u>
APPLE	SUPPLIES	570.00
APPLE	SUPPLIES	779.00
APPLE	SUPPLIES	1,022.95
APPLE	SUPPLIES	779.00
APPLE	SUPPLIES	1,022.95
APPLE	SUPPLIES	1,170.00
	<b>VENDOR TOTAL</b>	<u>5,343.90</u>
ARCHITECTURAL SPECIALTIES	SUPPLIES	259.00
	<b>VENDOR TOTAL</b>	<u>259.00</u>
ARCHITECTURE INC	SERVICES	9,574.00
	<b>VENDOR TOTAL</b>	<u>9,574.00</u>
ASBSD	REGISTRATION	205.00
ASBSD	REGISTRATION	205.00
ASBSD	REGISTRATION	205.00
	<b>VENDOR TOTAL</b>	<u>615.00</u>
AUVIK	SUBSCRIPTION	17,400.00
	<b>VENDOR TOTAL</b>	<u>17,400.00</u>
BARK RANCH	SUPPLIES	1,500.00
BARK RANCH	SUPPLIES	1,000.00
	<b>VENDOR TOTAL</b>	<u>2,500.00</u>
BHSS	TUITION	1,247.10
BHSS	TUITION	1,141.08
BHSS	TUITION	174.54
BHSS	MILEAGE	1,700.00
BHSS	SERVICES	94,602.25
BHSS	SERVICES	274,798.95
BHSS	SERVICES	43,723.95
BHSS	SERVICES	24,188.61
BHSS	SERVICES	8,588.28
BHSS	SERVICES	459.50
	<b>VENDOR TOTAL</b>	<u>450,624.26</u>

BSN SPORTS	SUPPLIES	3,500.00
BSN SPORTS	SUPPLIES	218.40
BSN SPORTS	SUPPLIES	1,680.00
BSN SPORTS	SUPPLIES	1,440.00
	<b>VENDOR TOTAL</b>	<u>6,838.40</u>
BAYWATCH RESORT	TRAVEL	1,305.70
	<b>VENDOR TOTAL</b>	<u>1,305.70</u>
BJ'S INSTRUMENT	REPAIRS	240.00
BJ'S INSTRUMENT	REPAIRS	120.00
	REPAIRS	500.00
	<b>VENDOR TOTAL</b>	<u>860.00</u>
BH CHEMICAL	SUPPLIES	2,606.73
BH CHEMICAL	SUPPLIES	11.39
BH CHEMICAL	SUPPLIES	3,875.00
BH CHEMICAL	SUPPLIES	6.99
	<b>VENDOR TOTAL</b>	<u>6,500.11</u>
BH CONFERENCE	REGISTRATION	550.00
	<b>VENDOR TOTAL</b>	<u>550.00</u>
BH PEST	SERVICES	155.00
	<b>VENDOR TOTAL</b>	<u>155.00</u>
BH PIONEER	PUBLISHING	20.87
	<b>VENDOR TOTAL</b>	<u>20.87</u>
BRANDON VALLEY SCHOOL	FY24 LARGE GROUP DUES	2,136.35
	<b>VENDOR TOTAL</b>	<u>2,136.35</u>
CASH-WA	FOOD	1,943.41
CASH-WA	FOOD	488.70
CASH-WA	FOOD	3,601.69
CASH-WA	SUPPLIES	168.99
CASH-WA	SUPPLIES	119.65
CASH-WA	FOOD	2,586.62
CASH-WA	FOOD	4,013.70
CASH-WA	SUPPLIES	405.78
CASH-WA	FOOD	5,209.19

CASH-WA	SUPPLIES	59.08
CASH-WA	FOOD	2,014.14
CASH-WA	SUPPLIES	51.80
CASH-WA	FOOD	1,692.12
CASH-WA	FOOD	975.36
CASH-WA	SUPPLIES	127.47
CASH-WA	SUPPLIES	135.74
CASH-WA	FOOD	1,356.95
CASH-WA	FOOD	839.71
CASH-WA	FOOD	2,310.76
CASH-WA	SUPPLIES	231.71
CASH-WA	SUPPLIES	119.62
CASH-WA	FOOD	2,920.54
CASH-WA	SUPPLIES	1,390.10
CASH-WA	CREDIT	(447.60)
CASH-WA	TAXES	86.20
CASH-WA	CONCESSIONS	1,033.64
CASH-WA	FOOD	1.10
CASH-WA	FOOD	579.96
CASH-WA	FOOD CREDIT	(7.70)
CASH-WA	FOOD CREDIT	(5.50)
CASH-WA	FOOD CREDIT	(5.50)
CASH-WA	FOOD CREDIT	(75.31)
CASH-WA	FOOD CREDIT	(62.70)
CASH-WA	FOOD CREDIT	(37.11)
CASH-WA	FOOD	62.35
	<b>VENDOR TOTAL</b>	<u>33,884.66</u>
CLIMATE CONTROL	REPAIR HVAC	3,186.00
	<b>VENDOR TOTAL</b>	<u>3,186.00</u>
COKE	SUPPLIES	96.00
COKE	SUPPLIES	524.00
COKE	SUPPLIES	1,762.00
COKE	SUPPLIES	1,432.00
COKE	SUPPLIES	2,476.00
COKE	SUPPLIES	1,607.50
	<b>VENDOR TOTAL</b>	<u>7,897.50</u>
CENTRAL RESTAURANT	EQUIPMENT	2,306.13
	<b>VENDOR TOTAL</b>	<u>2,306.13</u>
CENTURYLINK	TELEPHONE	58.94
	<b>VENDOR TOTAL</b>	<u>58.94</u>
CITY SUMMERSET	UTILITIES	50.60
	<b>VENDOR TOTAL</b>	<u>50.60</u>

COMMTECH	REPAIRS	1,022.08
COMMTECH	911 SERVICE	103.44
	<b>VENDOR TOTAL</b>	<u>1,125.52</u>
DAKOTA BUS	SERVICES	3,296.80
DAKOTA BUS	SERVICES	3,303.05
DAKOTA BUS	SERVICES	3,019.00
	<b>VENDOR TOTAL</b>	<u>9,618.85</u>
DAKOTALINK	SUPPLIES	184.08
	<b>VENDOR TOTAL</b>	<u>184.08</u>
DAKOTA SUPPLY	REPAIRS	79.85
DAKOTA SUPPLY	SUPPLIES	15.15
	<b>VENDOR TOTAL</b>	<u>95.00</u>
DELTA DENTAL	INSURANCE	564.26
DELTA DENTAL	INSURANCE	3,837.86
DELTA DENTAL	INSURANCE	12,329.70
	<b>VENDOR TOTAL</b>	<u>16,731.82</u>
DRAMATIC PUBLISHING	REGISTRATION	220.00
	PLAYBOOKS	47.80
	SHIPPING	9.68
	<b>VENDOR TOTAL</b>	<u>277.48</u>
D&R SERVICE	REPAIRS	457.72
	<b>VENDOR TOTAL</b>	<u>457.72</u>
EAST SIDE DAIRY	MILK	201.00
EAST SIDE DAIRY	MILK	201.00
EAST SIDE DAIRY	MILK	167.42
EAST SIDE DAIRY	MILK	318.05
EAST SIDE DAIRY	MILK	334.84
EAST SIDE DAIRY	MILK	200.52
EAST SIDE DAIRY	MILK	1,076.88
EAST SIDE DAIRY	MILK	70.00
EAST SIDE DAIRY	MILK	569.42
EAST SIDE DAIRY	MILK	201.48
EAST SIDE DAIRY	MILK	502.50
EAST SIDE DAIRY	MILK	133.60
EAST SIDE DAIRY	MILK	167.66
EAST SIDE DAIRY	MILK	251.13
	<b>VENDOR TOTAL</b>	<u>4,395.50</u>
EMBASSY SUITES BY HILTON	TRAVEL	427.14
	<b>VENDOR TOTAL</b>	<u>427.14</u>

EMC	INSURANCE	377,550.36
EMC	INSURANCE	1.28
EMC	INSURANCE	1,660.62
EMC	INSURANCE	440.03
EMC	INSURANCE	173.43
	<b>VENDOR TOTAL</b>	<u>379,825.72</u>
ETSY	SUPPLIES	(5.83)
ETSY	SUPPLIES	99.83
	<b>VENDOR TOTAL</b>	<u>94.00</u>
FAIRFIELD INN	TRAVEL	1,355.22
FAIRFIELD INN	TRAVEL	169.00
	<b>VENDOR TOTAL</b>	<u>1,524.22</u>
FAITH INDEPENDENT	PUBLISHING	23.47
FAITH INDEPENDENT	PUBLISHING	122.81
FAITH INDEPENDENT	PUBLISHING	24.49
FAITH INDEPENDENT	PUBLISHING	258.56
	<b>VENDOR TOTAL</b>	<u>429.33</u>
FOLLETT CONTENT	LICENSE	1,149.00
FOLLETT CONTENT	LICENSE	1,149.00
FOLLETT CONTENT	LICENSE	1,149.00
FOLLETT CONTENT	LICENSE	999.00
FOLLETT CONTENT	LICENSE	1,149.00
FOLLETT CONTENT	LICENSE	1,149.00
	<b>VENDOR TOTAL</b>	<u>6,744.00</u>
FOUNDATION BUILDING	EQUIPMENT	275.00
FOUNDATION BUILDING	SUPPLIES	278.40
FOUNDATION BUILDING	SUPPLIES	259.20
	<b>VENDOR TOTAL</b>	<u>812.60</u>
GEYER	EQUIPMENT	1,232.00
	<b>VENDOR TOTAL</b>	<u>1,232.00</u>
GIBSON, HEIDI	LUNCH REFUND	15.00
	<b>VENDOR TOTAL</b>	<u>15.00</u>
GOLDEN WEST	INTERNET	51.16
GOLDEN WEST	INTERNET	83.16
GOLDEN WEST	INTERNET	67.16
GOLDEN WEST	INTERNET	51.16

GOLDEN WEST	INTERNET	55.96
GOLDEN WEST	TELEPHONE	94.43
GOLDEN WEST	TELEPHONE	300.32
GOLDEN WEST	TELEPHONE	94.43
GOLDEN WEST	TELEPHONE	98.43
GOLDEN WEST	TELEPHONE	98.43
	<b>VENDOR TOTAL</b>	<u>994.64</u>
GRADECAM	SUBSCRIPTION	149.99
GRADECAM	SUBSCRIPTION	149.99
	<b>VENDOR TOTAL</b>	<u>299.98</u>
GRAND ELECTRIC	UTILITIES	64.19
GRAND ELECTRIC	UTILITIES	112.60
	<b>VENDOR TOTAL</b>	<u>176.79</u>
HAL LEONARD	SUPPLIES	99.99
	SUPPLIES	6.07
	<b>VENDOR TOTAL</b>	<u>106.06</u>
HAUFF	EQUIPMENT	599.50
HAUFF	EQUIPMENT	12.00
HAUFF	SUPPLIES	35.00
HAUFF	SUPPLIES	87.50
HAUFF	SUPPLIES	171.75
HAUFF	SUPPLIES	171.75
HAUFF	SUPPLIES	598.50
HAUFF	SHIPPING	13.28
	<b>VENDOR TOTAL</b>	<u>1,689.28</u>
HILLYARD	SUPPLIES	80.66
HILLYARD	SUPPLIES	(80.66)
	<b>VENDOR TOTAL</b>	<u>0.00</u>
HOUGHTON	SOFTWARE	1,900.00
HOUGHTON	CURRICULUM	15,255.94
HOUGHTON	CURRICULUM	179.13
HOUGHTON	CURRICULUM	835.94
HOUGHTON	CURRICULUM	149.28
HOUGHTON	CURRICULUM	149.28
HOUGHTON	CURRICULUM	119.42
HOUGHTON	CURRICULUM	9,571.01
HOUGHTON	CURRICULUM	4,660.00
	<b>VENDOR TOTAL</b>	<u>32,820.00</u>
HOME DEPOT	SUPPLIES	257.92
	<b>VENDOR TOTAL</b>	<u>257.92</u>

INNOVATIVE	SUPPLIES	735.78
INNOVATIVE	SUPPLIES	494.17
INNOVATIVE	SUPPLIES	425.71
INNOVATIVE	SUPPLIES	108.40
INNOVATIVE	SUPPLIES	125.68
INNOVATIVE	SUPPLIES	150.28
INNOVATIVE	CARPET PROJECT	12,445.00
INNOVATIVE	SUPPLIES	185.00
INNOVATIVE	SUPPLIES	125.11
	<b>VENDOR TOTAL</b>	<u>14,795.13</u>
IMAGINE LEARNING	LICENSING	21,350.00
	<b>VENDOR TOTAL</b>	<u>21,350.00</u>
JACOB'S AUTO	REPAIRS	1,031.81
JACOB'S AUTO	REPAIRS	202.95
JACOB'S AUTO	REPAIR	193.59
	<b>VENDOR TOTAL</b>	<u>1,428.35</u>
JERRY BUSSLER	FEES	150.00
	<b>VENDOR TOTAL</b>	<u>150.00</u>
KIEFFER	UTILITIES	338.50
KIEFFER	UTILITIES	747.74
	<b>VENDOR TOTAL</b>	<u>1,086.24</u>
KNECHT'S	SUPPLIES	14.39
KNECHT'S	SUPPLIES	38.50
KNECHT'S	SUPPLIES	109.73
KNECHT'S	SUPPLIES	(55.96)
	<b>VENDOR TOTAL</b>	<u>106.66</u>
KULLY	SUPPLIES	231.86
KULLY	SUPPLIES	6.37
KULLY	SUPPLIES	20.83
	<b>VENDOR TOTAL</b>	<u>259.06</u>
LEARNING A-Z	SUBSCRIPTION	1,280.00
	<b>VENDOR TOTAL</b>	<u>1,280.00</u>
LOOSE ENDZ CLEANING	CLEANING SERVICES	12,603.41
LOOSE ENDZ CLEANING	CLEANING SERVICES	8,233.33
	<b>VENDOR TOTAL</b>	<u>20,836.74</u>
LOWE'S	SUPPLIES	38.76
LOWE'S	SUPPLIES	90.74
	<b>VENDOR TOTAL</b>	<u>129.50</u>

MCLEOD'S PRINTING	SUPPLIES	149.90
	<b>VENDOR TOTAL</b>	<u>149.90</u>
MEDCO	SUPPLIES	58.53
MEDCO	SUPPLIES	5.05
MEDCO	SUPPLIES	23.41
MEDCO	SUPPLIES	42.30
MEDCO	SUPPLIES	88.20
MEDCO	SUPPLIES	28.75
MEDCO	SUPPLIES	13.58
MEDCO	SUPPLIES	9.80
MEDCO	SHIPPING	37.75
	<b>VENDOR TOTAL</b>	<u>307.37</u>
MEADE SCHOOL	SUPPLIES	1,488.00
	<b>VENDOR TOTAL</b>	<u>1,488.00</u>
MEGUIRE CHEMICAL	CLEANING SERVICE	1,320.00
MEGUIRE CHEMICAL	CLEANING SERVICE	1,090.00
	<b>VENDOR TOTAL</b>	<u>2,410.00</u>
MEYER, RICHARD	FOOD	100.00
	<b>VENDOR TOTAL</b>	<u>100.00</u>
MID-AMERICAN	SUPPLIES	799.18
	<b>VENDOR TOTAL</b>	<u>799.18</u>
MIDCO	INTERNET	800.39
MIDCO	TELEPHONE	410.46
MIDCO	TELEPHONE	104.57
MIDCO	TELEPHONE	104.62
MIDCO	INTERNET	1,500.39
MIDCO	INTERNET	600.39
MIDCO	TELEPHONE	104.42
MIDCO	INTERNET	600.39
MIDCO	INTERNET	600.39
MIDCO	INTERNET	600.39
MIDCO	INTERNET	600.39
MIDCO	INTERNET	500.39
MIDCO	TELEPHONE	104.42
MIDCO	TELEPHONE	48.77
MIDCO	TELEPHONE	1,083.00
MIDCO	TELEPHONE	48.77
MIDCO	TELEPHONE	48.77
MIDCO	TELEPHONE	104.42
	<b>VENDOR TOTAL</b>	<u>7,965.34</u>

MIDCONTINENT	TESTING	24.50
	<b>VENDOR TOTAL</b>	<u>24.50</u>
MITCHELL SCHOOL	TUITION	900.00
	<b>VENDOR TOTAL</b>	<u>900.00</u>
MDU	UTILITIES	185.17
MDU	UTILITIES	1,270.23
	<b>VENDOR TOTAL</b>	<u>1,455.40</u>
MR TIRE	REPAIR	305.48
	<b>VENDOR TOTAL</b>	<u>305.48</u>
MUSIC IN MOTION	SUPPLIES	28.90
	<b>VENDOR TOTAL</b>	<u>28.90</u>
NIES KARRAS & SKJOLDAL, P.C.	SERVICES	300.00
	<b>VENDOR TOTAL</b>	<u>300.00</u>
NORTHERN HILLS FARM	SUPPLIES	4.00
	<b>VENDOR TOTAL</b>	<u>4.00</u>
NORTHWEST PIPE	SUPPLIES	277.80
	<b>VENDOR TOTAL</b>	<u>277.80</u>
OFFICESUPPLY	SUPPLIES	951.40
	<b>VENDOR TOTAL</b>	<u>951.40</u>
OREILLYS	SUPPLIES	87.96
	<b>VENDOR TOTAL</b>	<u>87.96</u>
OTIS ELEVATOR	SERVICES	100.00
OTIS ELEVATOR	SERVICES	106.50
	<b>VENDOR TOTAL</b>	<u>206.50</u>
PAN O GOLD BAKING	BREAD	124.41
PAN O GOLD BAKING	BREAD	152.48
PAN O GOLD BAKING	BREAD	29.70
PAN O GOLD BAKING	BREAD	276.10
PAN O GOLD BAKING	BREAD	182.18
PAN O GOLD BAKING	BREAD	143.40
	<b>VENDOR TOTAL</b>	<u>908.27</u>
PENN STATE	SUPPLIES	64.90
PENN STATE	SUPPLIES	12.95
PENN STATE	SUPPLIES	97.00
PENN STATE	SUPPLIES	27.90

PENN STATE	SUPPLIES	37.50
PENN STATE	SUPPLIES	9.95
	<b>VENDOR TOTAL</b>	<u>250.20</u>
PERFORMANCE FOOD	FOOD	29.53
PERFORMANCE FOOD	SUPPLIES	7,783.84
PERFORMANCE FOOD	SUPPLIES	318.07
PERFORMANCE FOOD	SUPPLIES	1,178.60
PERFORMANCE FOOD	SUPPLIES	190.26
PERFORMANCE FOOD	SUPPLIES	1,238.40
	<b>VENDOR TOTAL</b>	<u>10,738.70</u>
PIONEER ATHLETICS	SUPPLIES	448.80
PIONEER ATHLETICS	SUPPLIES	29.75
	<b>VENDOR TOTAL</b>	<u>478.55</u>
PITNEY BOWES	SUPPLIES	215.78
	<b>VENDOR TOTAL</b>	<u>215.78</u>
PIZZA HUT	SUPPLIES	100.00
	<b>VENDOR TOTAL</b>	<u>100.00</u>
POWER SYSTEMS	SUPPLIES	84.84
POWER SYSTEMS	SUPPLIES	33.96
POWER SYSTEMS	SUPPLIES	43.31
POWER SYSTEMS	SUPPLIES	178.50
POWER SYSTEMS	SUPPLIES	47.44
POWER SYSTEMS	SUPPLIES	64.44
POWER SYSTEMS	SUPPLIES	60.36
POWER SYSTEMS	SUPPLIES	31.88
POWER SYSTEMS	SUPPLIES	34.85
POWER SYSTEMS	SUPPLIES	36.98
POWER SYSTEMS	SUPPLIES	25.42
POWER SYSTEMS	SUPPLIES	96.50
POWER SYSTEMS	SUPPLIES	27.12
POWER SYSTEMS	SUPPLIES	112.50
POWER SYSTEMS	SUPPLIES	3.86
	<b>VENDOR TOTAL</b>	<u>881.96</u>
PRUSA	EQUIPMENT	7,705.38
	<b>VENDOR TOTAL</b>	<u>7,705.38</u>
QUALITY INN	TRAVEL	97.00
QUALITY INN	TRAVEL	97.00
QUALITY INN	TRAVEL	97.00
QUALITY INN	TRAVEL	97.00



ROTO METALS	SUPPLIES	219.90
	<b>VENDOR TOTAL</b>	<u>219.90</u>
RUNNINGS	SUPPLIES	67.99
RUNNINGS	SUPPLIES	44.90
RUNNINGS	SUPPLIES	89.80
RUNNINGS	SUPPLIES	4.77
RUNNINGS	SUPPLIES	16.49
	<b>VENDOR TOTAL</b>	<u>223.95</u>
RUSHMORE OFFICE	SUPPLIES	1,800.00
	<b>VENDOR TOTAL</b>	<u>1,800.00</u>
SCHOLASTIC	SUBSCRIPTION	3,885.52
	<b>VENDOR TOTAL</b>	<u>3,885.52</u>
SCHOOL SPECIALTY	SUPPLIES	250.95
SCHOOL SPECIALTY	SUPPLIES	213.23
SCHOOL SPECIALTY	SUPPLIES	91.42
SCHOOL SPECIALTY	SUPPLIES	57.37
SCHOOL SPECIALTY	SUPPLIES	181.64
SCHOOL SPECIALTY	EQUIPMENT	309.71
SCHOOL SPECIALTY	SHIPPING	99.00
SCHOOL SPECIALTY	SUPPLIES	108.46
SCHOOL SPECIALTY	SUPPLIES	607.14
SCHOOL SPECIALTY	SUPPLIES	332.67
SCHOOL SPECIALTY	SUPPLIES	415.35
SCHOOL SPECIALTY	SUPPLIES	648.89
SCHOOL SPECIALTY	SUPPLIES	509.97
SCHOOL SPECIALTY	SUPPLIES	47.19
SCHOOL SPECIALTY	SUPPLIES	169.30
	<b>VENDOR TOTAL</b>	<u>4,042.29</u>
SCOOPTOWN WASH	MAINTENANCE	16.00
	<b>VENDOR TOTAL</b>	<u>16.00</u>
SCULL	SBHS KITCHEN REMODEL	334,496.57
	<b>VENDOR TOTAL</b>	<u>334,496.57</u>
SD HUMAN SERVICES	TUITION	88.31
	<b>VENDOR TOTAL</b>	<u>88.31</u>
SDMEA	REGISTRATION	100.00
	<b>VENDOR TOTAL</b>	<u>100.00</u>
SERVALL	APRONS	45.22
SERVALL	APRONS	22.61

SERVALL	APRONS	56.04
SERVALL	APRONS	60.19
SERVALL	APRONS	90.11
SERVALL	APRONS	105.81
SERVALL	APRONS	49.54
SERVALL	APRONS	58.74
SERVALL	CREDIT	(2.50)
SERVALL	APRONS	61.90
SERVALL	MOPS	76.59
SERVALL	FUEL CHARGE	0.00
SERVALL	APRON	221.98
SERVALL	MOPS	76.59
SERVALL	MOPS	40.73
SERVALL	MOPS	24.27
SERVALL	MOPS	76.59
SERVALL	MATS	239.40
SERVALL	MOPS	122.87
SERVALL	MOPS	142.14
SERVALL	MOPS	0.00
SERVALL	MATS	551.14
SERVALL	TOWELS	27.64
SERVALL	CREDIT	(111.14)
SERVALL	CREDIT	(221.98)
SERVALL	MATS	526.39
SERVALL	MOPS	55.99
SERVALL	MOPS	298.06
SERVALL	MOPS	4.59
	<b>VENDOR TOTAL</b>	<u>2,699.51</u>

SHERATON HOTEL	LODGING	264.00
SHERATON HOTEL	LODGING	264.00
SHERATON HOTEL	LODGING	264.00
	<b>VENDOR TOTAL</b>	<u>792.00</u>

SODAKSACA	REGISTRATION	150.00
SODAKSACA	REGISTRATION	150.00
SODAKSACA	REGISTRATION	165.00
SODAKSACA	REGISTRATION	165.00
	<b>VENDOR TOTAL</b>	<u>630.00</u>

STAGE PARTNERS	REGISTRATION	695.00
	<b>VENDOR TOTAL</b>	<u>695.00</u>

STAPLES	SUPPLIES	495.22
STAPLES	SUPPLIES	567.20
STAPLES	SUPPLIES	485.93
STAPLES	SUPPLIES	75.02
STAPLES	SUPPLIES	(37.98)

STAPLES	SUPPLIES	64.82
	<b>VENDOR TOTAL</b>	<u>1,650.21</u>
STURGIS ACE	SUPPLIES	26.99
STURGIS ACE	SUPPLIES	26.39
STURGIS ACE	SUPPLIES	26.99
STURGIS ACE	SUPPLIES	7.99
STURGIS ACE	SUPPLIES	32.99
STURGIS ACE	SUPPLIES	9.98
STURGIS ACE	SUPPLIES	79.99
STURGIS ACE	SUPPLIES	39.98
STURGIS ACE	SUPPLIES	27.06
STURGIS ACE	SUPPLIES	12.54
STURGIS ACE	SUPPLIES	42.11
STURGIS ACE	SUPPLIES	2.49
STURGIS ACE	SUPPLIES	7.18
STURGIS ACE	SUPPLIES	7.96
STURGIS ACE	SUPPLIES	40.96
STURGIS ACE	SUPPLIES	22.57
STURGIS ACE	SUPPLIES	19.99
STURGIS ACE	SUPPLIES	33.98
STURGIS ACE	SUPPLIES	67.83
STURGIS ACE	SUPPLIES	(14.22)
STURGIS ACE	SUPPLIES	11.99
STURGIS ACE	SUPPLIES	14.22
STURGIS ACE	SUPPLIES	25.98
STURGIS ACE	SUPPLIES	11.99
STURGIS ACE	SUPPLIES	23.98
STURGIS ACE	SUPPLIES	23.98
STURGIS ACE	SUPPLIES	(23.98)
	<b>VENDOR TOTAL</b>	<u>609.91</u>
STURGIS, CITY	UTILITIES	376.23
STURGIS, CITY	UTILITIES	266.05
STURGIS, CITY	UTILITIES	1,360.47
STURGIS, CITY	UTILITIES	1,807.91
STURGIS, CITY	UTILITIES	2,284.41
STURGIS, CITY	UTILITIES	124.18
	<b>VENDOR TOTAL</b>	<u>6,219.25</u>
SUCCESS BY DESIGN	SUPPLIES	997.50
SUCCESS BY DESIGN	SUPPLIES	362.50
SUCCESS BY DESIGN	SUPPLIES	158.07
SUCCESS BY DESIGN	SUPPLIES	(75.00)
	<b>VENDOR TOTAL</b>	<u>1,443.07</u>
SUMMIT	INSPECTION	302.00
	<b>VENDOR TOTAL</b>	<u>302.00</u>

SUN LIFE	INSURANCE	6.02
SUN LIFE	INSURANCE	575.38
SUN LIFE	INSURANCE	148.77
SUN LIFE	INSURANCE	2,271.18
	<b>VENDOR TOTAL</b>	<u>3,001.35</u>
SUPREME SCHOOL	SUPPLIES	225.91
	<b>VENDOR TOTAL</b>	<u>225.91</u>
SNA MEMBERSHIP	MEMBERSHIP	53.00
	<b>VENDOR TOTAL</b>	<u>53.00</u>
SN PSYCH ASSOCIATES	SERVICES	1,873.25
	<b>VENDOR TOTAL</b>	<u>1,873.25</u>
SWANK MOVIE	LICENSE	615.00
	<b>VENDOR TOTAL</b>	<u>615.00</u>
SYNCHRONY BANK	EQUIPMENT	64.98
SYNCHRONY BANK	SUPPLIES	1,113.18
SYNCHRONY BANK	SUPPLIES	1,814.77
SYNCHRONY BANK	SUPPLIES	116.82
SYNCHRONY BANK	SUPPLIES	49.08
SYNCHRONY BANK	EQUIPMENT	199.80
SYNCHRONY BANK	SUPPLIES	20.14
SYNCHRONY BANK	SUPPLIES	63.92
	<b>VENDOR TOTAL</b>	<u>3,442.69</u>
TAYLOR MUSIC	SUPPLIES	31.98
TAYLOR MUSIC	SUPPLIES	30.00
TAYLOR MUSIC	SUPPLIES	48.00
TAYLOR MUSIC	SUPPLIES	26.00
TAYLOR MUSIC	SUPPLIES	53.36
TAYLOR MUSIC	SUPPLIES	26.68
TAYLOR MUSIC	SUPPLIES	26.68
TAYLOR MUSIC	SUPPLIES	30.00
TAYLOR MUSIC	SUPPLIES	60.00
TAYLOR MUSIC	SUPPLIES	70.00
TAYLOR MUSIC	SUPPLIES	48.00
	<b>VENDOR TOTAL</b>	<u>450.70</u>
TEACHERS PAY TEACHERS	SUPPLIES	10.62
TEACHERS PAY TEACHERS	SUPPLIES	30.79
	<b>VENDOR TOTAL</b>	<u>41.41</u>

TITAN FITNESS	EQUIPMENT	(29.26)
	<b>VENDOR TOTAL</b>	<u>(29.26)</u>
TRAINING ROOM	SUPPLIES	10.00
TRAINING ROOM	SUPPLIES	26.25
TRAINING ROOM	SUPPLIES	10.95
TRAINING ROOM	SUPPLIES	19.05
TRAINING ROOM	SUPPLIES	12.90
TRAINING ROOM	SUPPLIES	5.95
TRAINING ROOM	SUPPLIES	43.90
TRAINING ROOM	SUPPLIES	10.95
TRAINING ROOM	SUPPLIES	13.80
TRAINING ROOM	SUPPLIES	37.95
TRAINING ROOM	SUPPLIES	30.80
TRAINING ROOM	SUPPLIES	9.25
TRAINING ROOM	SUPPLIES	123.95
TRAINING ROOM	SUPPLIES	23.80
TRAINING ROOM	SUPPLIES	24.00
TRAINING ROOM	SUPPLIES	173.85
TRAINING ROOM	SUPPLIES	24.95
TRAINING ROOM	SUPPLIES	49.50
TRAINING ROOM	SUPPLIES	17.25
TRAINING ROOM	SUPPLIES	3.90
TRAINING ROOM	SHIPPING	27.93
TRAINING ROOM	SUPPLIES	8.85
TRAINING ROOM	SUPPLIES	17.95
TRAINING ROOM	SUPPLIES	18.90
TRAINING ROOM	SUPPLIES	11.95
TRAINING ROOM	SUPPLIES	36.95
TRAINING ROOM	SUPPLIES	69.75
TRAINING ROOM	SHIPPING	9.98
	<b>VENDOR TOTAL</b>	<u>875.21</u>
TRELOAR, JULIE	REFUND	300.00
	<b>VENDOR TOTAL</b>	<u>300.00</u>
TRUGREEN	SERVICE	106.50
TRUGREEN	SERVICE	616.42
TRUGREEN	SERVICE	1,781.20
TRUGREEN	SERVICE	293.54
	<b>VENDOR TOTAL</b>	<u>2,797.66</u>
US BANK	PRINTER LEASE	5,848.41
	<b>VENDOR TOTAL</b>	<u>5,848.41</u>
US GAMES	SOFTWARE	149.00
	<b>VENDOR TOTAL</b>	<u>149.00</u>

VERIZON	HOT SPOT	22.53
VERIZON	HOT SPOT	22.53
	<b>VENDOR TOTAL</b>	<u>45.06</u>
VISIBLE DIFFERENCE	CLEANING CONTRACT	13,258.75
	<b>VENDOR TOTAL</b>	<u>13,258.75</u>
WALMART	SUPPLIES	47.94
WALMART	SUPPLIES	38.15
	<b>VENDOR TOTAL</b>	<u>86.09</u>
WATERTREE	SUPPLIES	18.21
WATERTREE	SUPPLIES	18.21
	<b>VENDOR TOTAL</b>	<u>36.42</u>
WELLMARK	INSURANCE	8,391.00
WELLMARK	INSURANCE	330.00
WELLMARK	INSURANCE	32,680.00
WELLMARK	INSURANCE	165,680.00
	<b>VENDOR TOTAL</b>	<u>207,081.00</u>
WEST RIVER	UTILITIES	512.50
WEST RIVER	UTILITIES	164.54
WEST RIVER	UTILITIES	205.70
WEST RIVER	UTILITIES	135.53
WEST RIVER	UTILITIES	70.45
	<b>VENDOR TOTAL</b>	<u>1,088.72</u>
WEST RIVER STRIPING	SERVICES	53.21
	<b>VENDOR TOTAL</b>	<u>53.21</u>
WHITEWOOD CITY	UTILITIES	73.68
	<b>VENDOR TOTAL</b>	<u>73.68</u>
WIPEBOOK	SUPPLIES	319.97
	<b>VENDOR TOTAL</b>	<u>319.97</u>
WOODBURN PRESS	SUPPLIES	197.33
	<b>VENDOR TOTAL</b>	<u>197.33</u>
WPS PUBLISHING	SUPPLIES	1,217.70
	<b>VENDOR TOTAL</b>	<u>1,217.70</u>
ZOROTOOLS	SUPPLIES	29.65
ZOROTOOLS	SUPPLIES	29.98
ZOROTOOLS	SUPPLIES	(24.98)
	<b>VENDOR TOTAL</b>	<u>34.65</u>

GENERAL FUND	\$ 734,931.05
CAPITAL OUTLAY	\$ 251,034.26
SPECIAL SERVICES	\$ 497,997.01
SBHS KITCHEN PROJECT	\$ 334,496.57
FOOD SERVICE	\$ 55,806.02
ENTERPRISE	<u>\$ 28,930.90</u>
TOTAL EXPENDITURES	\$ 1,903,195.81

Meade SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated 8/16/23, was received from

Chantel Ligenberg. The request was acted upon by the members of the Meade School District School Board during a meeting held on 9/11/23.

The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

\_\_\_\_\_  
Printed Name: Charles M. Wheeler

Date 9/11/2023

Date mailed to Auditor General \_\_\_\_\_

THIS IS A PUBLIC DOCUMENT

**REQUEST FOR SCHOOL BOARD WAIVER**

Date: 8/16/23

Name of the school board member, school administrator or school business manager requesting the waiver:  
Chantal Ligtenberg

Brief explanation of the potential conflict of interest:

I have two college aged students that substitute teach at my school from time to time while home on break.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

Chantal Ligtenberg (Principal) and Tatum and Gavin Ligtenberg (children)

(2) the person's role in the contract or transaction

Chantal - Administrator

Tatum/Gavin - Substitute Teachers

(3) the purpose(s)/objective(s) of the contract

To allow Tatum/Gavin to work at STEL as substitute teachers.

(4) the consideration or benefit conferred or agreed to be conferred upon each party

Financial compensation for Tatum and Gavin.

The ability to fill substitute teacher positions for Chantal.

(5) the length of time of the contract

2023-2024 school year

(6) any other relevant information

Signature of Person Requesting Waiver:

Chantal Ligtenberg

**THIS IS A PUBLIC DOCUMENT**

REQUEST FOR SCHOOL BOARD WAIVER

Date: 8/14/23

Name of the school board member, school administrator or school business manager requesting the waiver:

Brief explanation of the potential conflict of interest:

*My wife (Shanna DeLano) works at Sturgis Brown High School.*

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

(2) the person's role in the contract or transaction

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

(5) the length of time of the contract

(6) any other relevant information

Signature of Person Requesting Waiver: *Ethel R. Onchub*

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Meade SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated Aug 14, 2023, was received from Ethan Deshaak. The request was acted upon by the members of the Meade School District School Board during a meeting held on 9/11/2023

- The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.
- The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.
- The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

\_\_\_\_\_

Printed Name: Charles M. Wheeler

Date 9/11/2023

Date mailed to Auditor General \_\_\_\_\_



REQUEST FOR SCHOOL BOARD WAIVER

Date: August 14, 2023

Name of the school board member, school administrator or school business manager requesting the waiver:  
Peter Wilson

Brief explanation of the potential conflict of interest:  
My wife is a teacher at Sturgis Williams Middle School.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract


(2) the person's role in the contract or transaction

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

(5) the length of time of the contract

(6) any other relevant information

Signature of Person Requesting Waiver: 

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Meade SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated 8/14/2023, was received from Pete Wilson. The request was acted upon by the members of the Meade School District School Board during a meeting held on 8/14/2023.

- The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.
- The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.
- The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

\_\_\_\_\_

Printed Name: Charles M. Wheeler

Date \_\_\_\_\_

Date mailed to Auditor General \_\_\_\_\_

THIS IS A PUBLIC DOCUMENT





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# 2022-2023 Budget performance

September 11, 2023

Business Manager –Brett Burditt



# Review the performance of each fund.

- GENERAL FUND
- CAPITAL OUTLAY/CAPITAL PROJECT PVE
- SPED
- FOOD SERVICE
- ENTERPRISE

Revenue	Budget	Actual	Diff.
Local Revenue	8,734,689	9,461,140	600,991
County Revenue	335,000	380,143	45,143
State Revenue	12,472,690	11,693,747	-778,943
Federal Revenue	1,781,699	1,755,071	-26,628
<b>Total Revenue</b>	<b>23,449,538</b>	<b>23,292,595</b>	<b>-156,943</b>

**General Fund Revenue Budget 2022-2023**

99.33 % of budget

# General Fund Expenditures 2022-2023

	Budget	Actual	Difference
K12 instruction	13,413,141	12,988,041	--425,100
Operation/maint.	3,266,181	3,392,968	126,787
Support services	4,684,645	4,325,093	-359,552
Transportation	1,163,763	1,363,706	199,943
Co-curricular	1,024,934	942,472	-82,462
TOTAL EXPENDITURES	23,552,664	23,012,280	-540,384 97.7%

## GENERAL FUND SUMMARY 2022-2023

- REVENUE 23,292,595
- EXPENDITURES 23,012,280
- SURPLUS 280,315
  
- Low cash balance: April 2023 5,832,912
- $5,832,912 / 23,012,280 = 25.346\%$ , 25% is max.

# Capital Outlay Revenue/expenditures Fy23

	Budget	Actual	Difference
Local	6,295,256	1. 6,368,733	73,477
Federal	1,027,750	808,187	-219,563
Other	0	467	467
Total	7,323,006	7,177,387	-145,619
Expenditures	7,323,006	6,329,308	-993,6989
REVENUE /EXP.		848,079	

# Capital Project- PVE Classroom addition

- ▶ Initial contract price: \$3,896,340
- ▶ Contract deductions: -249,117
- ▶ Final contract price: 3,647,223
  
- ▶ Revenue sources:
- ▶ ESSER 3 General fed funds: 2,828,762
- ▶ Capital outlay reserves: 819,000

# Special Services Revenue Budget 2022-2023

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	Budget	Actual	Difference
Local	\$3,401,953	3,645,043	243,090
State	809,396	847,477	38,081
FEDERAL	\$884,717	670,736	-213,981
<b>Total</b>	<b>\$5,096,066</b>	<b>5,163,256</b>	<b>67,190</b>

# Special Services Expenditure Budget 2022-2023

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	Budget	Actual	Difference
Instructional	3,631,978	3,445,900	-186,078
Contracted Services	1,034,004	1,040,074	6,070
Administrative	294,746	299,506	4,760
Transportation	30,000	4,233	-25,767
Other SPED Cost	150,710	107,449	-43,261
TOTAL	5,141,438	4,897,163	-244,275

## Special Services Fund balance at the end of 2022

- ▶ Beginning Fund balance: 956,833
- ▶ Added 266,093
- ▶ Ending fund balance 1,222,926
  
- ▶ Fund balance 25% maximum set by SD DOE:
- ▶ Fund balance /actual expenditures
- ▶  $1,22,926/4,897,163 = 24.972$

## Food Service 2022-2023

- 7/1/2022 Beginning cash balance: 763,777
  - 6/30/2023 Ending cash balance: 869,235
  - Net increase in cash position: 105,458
- Note: food service received 87,762 in supply chain assistance funds. If that was not received, net gain would have been 17,696.

# Fund 53 Enterprise

	Revenue	Expenditures	
SBHS Concessions	68,618	74,185	-5,567
Capable kids PVE	62,987	58,682	4,305
SBHS Rally breakfast	52,094	44,515	7,579
Drivers Education	24,600	21,700	2,900

## Conclusion

- All three governmental funds, 10,21,22 are in very good shape.
- Food service will spend down reserves with SBHS kitchen equipment acquisitions in FY24.
- September fall child count will give us our first indication of how the FY24 general fund budget will do. FY23 child count was 3,058.81, FY24 budget based on 3,070. This is approx. 6,847 PSA.



**FOR IMMEDIATE RELEASE**

**Contact:** [Darla DeKraai](mailto:Darla.DeKraai@k12.sd.us)

**Phone:** (605-381-3132)

**Email:** [Darla.DeKraai@k12.sd.us](mailto:Darla.DeKraai@k12.sd.us)

**Three members from Sturgis Brown High School) Competed in the National STAR Event Competition at the 2023 FCCLA National Leadership Conference in Denver, CO, July 2-6, 2023**

*(Include a photo with the press release)*

**Denver, CO, July 2023** – The 2023 FCCLA National Leadership Conference (NLC) took place in Denver, CO from July 2-6, drawing more than 7,900 students, educators, and guests from across the nation. This gathering provided a valuable platform for attendees to expand their leadership skills, sharpen their talents, explore career pathways, and listen to inspiring speakers.

At the heart of the conference were the highly anticipated Students Taking Action with Recognition (STAR) Events. Over 4,300 FCCLA members competed in these events, where they were recognized for their proficiency and achievement in chapter and individual projects, leadership skills, and career preparation. The collaboration between youth and adults in managing the events and evaluating participants allowed students to develop real-world skills and gain valuable insights.

STAR Events play a pivotal role in supporting student development by enhancing their classroom experience and guiding them towards successful career pathways. With more than 30 events to choose from, participants have the opportunity to demonstrate their knowledge, skills, and abilities by actively addressing important issues concerning families, careers, or communities. By researching the topic and implementing projects to advocate for positive change, students acquire valuable skills and industry insights needed to thrive in the 21st century.

We are thrilled to share that Gracie Sauer, Kylee Phillips, and Katie Wilkins proudly represented Sturgis Brown High School at the FCCLA National Leadership Conference in Denver, CO. They competed in the Chapter Service Display STAR Event and achieved a remarkable Gold medal , placed 12th overall, in their event in recognition of their outstanding performance.

The students' project, Healthy Habits, exemplifies their dedication, creativity, and commitment to making a positive impact on the lives of others. Their accomplishment at the national level is a testament to their hard work, teamwork, and unwavering passion.

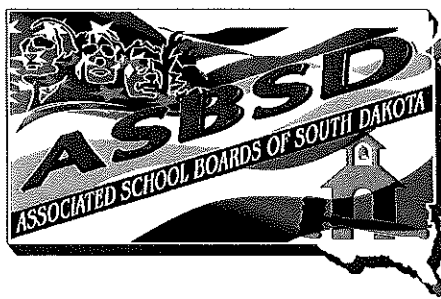
### **About FCCLA**

Family, Career and Community Leaders of America (FCCLA) is a dynamic and effective student-led nation-based organization supporting youth on their journey to become the leaders of tomorrow and helping them address important personal, family, work, and societal issues through Family and Consumer Sciences education. FCCLA has over 237,000 members and more than 5,100 chapters across the nation.

FCCLA: The Ultimate Leadership Experience is unique among youth organizations because its programs are planned and run by members. It is the only career and technical intracurricular student organization with a central focus on careers that support families. Participation in national FCCLA programs and chapter activities aids members in becoming strong leaders in their families, careers, and communities.

For more information on FCCLA, please contact [Darla DeKraai](mailto:Darla.DeKraai@k12.sd.us) at 605-347-2686 or [darla.dekraai@k12.sd.us](mailto:darla.dekraai@k12.sd.us).

###



## Executive Committee

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Louann Krogman

First Vice President  
Garret Bischoff

Second Vice President  
Shane Roth

Immediate Past President  
Lisa Snedeker

ASBSD Executive Director  
Dr. Douglas R. Wermedal

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Southeast Region  
Robert Honomichi  
Madison Central

Ellie Saxer  
Brandon Valley

Julie Schwader  
Howard

Lisa Snedeker  
Woonsocket

Marc Murren  
Sioux Falls

Western Region  
Tanya Gray  
Douglas

Susan Humiston  
Western Under 265

Anita Peterson  
Haakon

Amber Vogt  
Lead-Deadwood

September 1, 2023

Supt. Wayne Wormstadt  
Meade School District  
1230 Douglas Street  
Sturgis, SD 57785

Dear Wayne:

Congratulations to your district's school board for earning an ALL Award, which is ASBSD's School Board Recognition Program designed to recognize school boards for their dedicated service to the students of South Dakota, for the 2022-23 school year.

This is one way we look to recognize the time, effort, commitment and leadership put forth by your board members. Thank you for all you and your board did throughout the 2022-23 school year and in the years to come.

Enclosed with this letter you will find your board's ALL plaque, which you've earned for your dedicated participation in activities, board development and training and demonstrated leadership at various areas and levels throughout the 2022-23 school year.

We would appreciate it if you would present the ALL award to your school board at your next school board meeting and, if possible, please forward a picture of the school board with their award to Tyler Pickner at [tpickner@asbsd.org](mailto:tpickner@asbsd.org).

Again, congratulations to your school board for utilizing the previous school year to broaden their knowledge of school board work, which will undoubtedly benefit the students, staff and community, and thank you for all you do for public education in South Dakota.

Respectfully,

Douglas R. Wermedal, Ed. D  
Executive Director

DRW:kmb  
Enclosure

MEADE SCHOOL DISTRICT 46-1  
 STATEMENT OF CASH RECEIPTS, DISBURSEMENTS AND CASH BALANCES  
 FOR THE MONTH END AUGUST 31, 2023.

EXHIBIT A

August 1, 2023	FUND 10	FUND 21	FUND 22	FUND 42	FUND 51	FUND 53	
	GENERAL FUND	CAPITAL OUTLAY	SPEC. SERVICES	PVE	FOOD SERVICE	ENTERPRISE	CUSTODIAL
BEGINNING BALANCES	6,892,702.36	3,288,259.15	1,671,226.83	0.00	851,723.71	116,834.12	303,565.97
PETTY CASH	1.00						
CASH CHANGE	-						
ADVANCE PAYMENTS	16,489.81						
CASH IN BANK	777,154.77	467,547.59	35,040.95	0.00	59,226.41	43,764.84	98,464.81
SAVINGS	6,099,056.78	2,820,711.56	1,636,185.88	0.00	792,497.30	73,069.28	205,101.16
UNEMPLOYMENT SAVINGS	11,830.46						
INVESTMENTS, CD	1,071,817.91						
INVESTMENT US TREASURIES		2,557,796.59					
FUNDS AT FISCAL AGENT		4,469,825.13					
TRANSFERS IN:							
REVENUE:							
LOCAL TAXES	33,368.76	20,243.00	12,216.59				
OTHER SOURCES	123,201.47	84.70	51.05				
STATE	1,023,100.86		98,128.00				
FEDERAL	97,105.00	129,898.37	0.00				
OTHER SOURCES	35,923.42	121,954.70	11,675.77	334,496.57	50,997.14	48,741.08	40,950.39
TOTAL REVENUE	1,312,699.51	272,180.77	122,071.41	334,496.57	50,997.14	48,741.08	40,950.39
TO BE ACCT'D FOR:	8,205,401.87	3,560,439.92	1,793,298.24	334,496.57	902,720.85	165,575.20	344,516.36
TRANSFER OUT:							
EXPENDITURES	1,572,154.11	353,002.46	257,560.55	334,496.57	35,104.03	23,487.70	17,277.21
ENDING BALANCES 8/31/2023	6,633,247.76	3,207,437.46	1,535,737.69	0.00	867,616.82	142,087.50	327,239.15
PETTY CASH	1.00						
CASH CHANGE	2,000.00						
ADVANCE PAYMENTS	16,489.81						
CASH IN BANK	645,150.88	109,300.04	83,957.99	0.00	73,299.66	68,790.39	122,672.91
SAVINGS	5,969,606.07	3,098,137.42	1,451,779.70	0.00	794,317.16	73,297.11	204,566.24
UNEMPLOYMENT SAVINGS	11,834.48						
INVESTMENTS, CD	1,071,817.91						
INVESTMENT US TREASURIES		2,566,430.46					
FUNDS AT FISCAL AGENT		4,142,963.38					

## SCHEDULE OF INVESTMENTS 8/31/2023

**GENERAL FUND**

FIRST INTERSTATE BANK SAVINGS 6112	\$5,969,606.07
FIRST INTERSTATE UNEMPLOYMENT SAVINGS	\$11,834.48
FIRST INTERSTATE BANK CHECKING 7107	\$645,150.88
PIONEER BANK CD	\$1,071,817.91
TOTAL GENERAL FUND	<u>\$7,698,409.34</u>

**CAPITAL OUTLAY**

FIRST INTERSTATE BANK SAVINGS 6112	\$3,098,137.42
FIRST INTERSTATE BANK CHECKING 7107	\$109,300.04
FUNDS AT FISCAL AGENT	\$4,142,963.38
US TREASURIES	\$2,566,430.46
TOTAL CAPITAL OUTLAY	<u>\$9,916,831.30</u>

**SPECIAL EDUCATION**

FIRST INTERSTATE BANK SAVINGS 6112	\$1,451,779.70
FIRST INTERSTATE BANK CHECKING 7107	\$83,957.99
TOTAL SPECIAL EDUCATION	<u>\$1,535,737.69</u>

**FOOD SERVICE**

FIRST INTERSTATE BANK SAVINGS 6112	\$794,317.16
FIRST INTERSTATE BANK CHECKING 7107	\$73,299.66
TOTAL FOOD SERVICE	<u>\$867,616.82</u>

**ENTERPRISE**

FIRST INTERSTATE BANK SAVINGS 6112	\$70,841.69
FIRST INTERSTATE BANK CHECKING 7107	\$56,199.70
TOTAL CONCESSION	<u>\$127,041.39</u>

**TOTAL ALL FUNDS****\$20,145,636.54**

ALICE HAYES SCHOLARSHIP	\$6,225.51
CD, CENTRAL, GRIMSBO SCHOLARSHIP	\$3,641.23
PSBK/CD CNTRL, KEY CITY RIDING CLUB	\$3,358.19
CD, CENTRAL, SIGMAN	\$500.00
CD, CENTRAL, WOODLE SCHOLARSHIP	\$10,543.06
PSBK, CENTRAL, BROWN SCHOLARSHIP	-\$5.02
PSBK, CENTRAL FLEXIBLE CAFETERIA	\$44,159.52
ALEN SIGMAN MEMORIAL	\$1,259.67
	<u>69,682.16</u>

**TOTAL ALL FUNDS INVESTED**

Brett Burditt -Business Manager Meade 46-1

**20,215,318.70**

<b>Fund: 10 GENERAL FUND</b>						
<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
10 1110 000	AD VALOREN TAXES	9,041,939.00	34,429.18	95,183.74	1.05	8,946,755.26
10 1112 000	AD VALOREM MOBILE HOMES	175,000.00	1,021.06	3,139.71	1.79	171,860.29
10 1120 000	PRIOR YEAR AD VALOREM	45,000.00	(2,081.48)	(2,081.48)	(4.63)	47,081.48
10 1140 000	UTILITY TAXES	215,000.00	0.00	0.00	0.00	215,000.00
10 1190 000	PENALTIES AND INTEREST	30,000.00	223.11	926.04	3.09	29,073.96
10 1210 000	REVENUE IN LIEU OF TAXES	0.00	0.00	6,621.85	0.00	(6,621.85)
10 1510 000	INVESTMENT EARNINGS	70,000.00	14,037.32	29,484.61	42.12	40,515.39
10 1510 020	INVESTMENT EARNINGS	0.00	4.02	8.04	0.00	(8.04)
10 1510 107	INVESTMENT EARNINGS	0.00	0.00	(2,356.94)	0.00	2,356.94
10 1710 000	ADMISSIONS	60,000.00	3,697.00	3,697.00	6.16	56,303.00
10 1790 000	OTHER PUPIL ACTIVITY INCOME	15,000.00	0.00	0.00	0.00	15,000.00
10 1910 000	RENTALS	20,000.00	3,413.40	6,676.80	33.38	13,323.20
10 1920 000	CONTRIBUTIONS AND DONATIONS	64,000.00	25.00	25.00	0.04	63,975.00
10 1920 201	CONTRIBUTIONS AND DONATIONS	0.00	171.22	171.22	0.00	(171.22)
10 1920 400	CONTRIBUTIONS AND DONATIONS	0.00	10,164.90	10,164.90	0.00	(10,164.90)
10 1950 000	REFUND PRIOR YEARS' EXPENDITURES	30,000.00	15.23	95.48	0.32	29,904.52
10 1971 000	INSURANCE PREMIUMS	16,000.00	225.00	225.00	1.41	15,775.00
10 1973 000	MEDICAID	43,000.00	927.73	927.73	2.16	42,072.27
10 1990 000	OTHER	15,000.00	1,936.81	2,468.76	16.46	12,531.24
10 1990 120	OTHER	0.00	0.00	102.00	0.00	(102.00)
10 1990 140	OTHER	0.00	0.00	88.42	0.00	(88.42)
10 1990 200	OTHER	0.00	424.17	424.17	0.00	(424.17)
Subtotal: REVENUE FROM LOCAL SOURCES		9,839,939.00	68,633.67	155,992.05	1.59	9,683,946.95
10 2110 000	COUNTY APPORTIONMENT	350,000.00	23,280.44	43,030.51	12.29	306,969.49
Subtotal: REV FROM INTERMEDIATE SOURCES		350,000.00	23,280.44	43,030.51	12.29	306,969.49
10 3111 030	STATE AID	12,035,388.00	1,008,190.00	2,016,380.00	16.75	10,019,008.00
10 3112 030	STATE APPORTIONMENT	210,000.00	0.00	0.00	0.00	210,000.00
10 3114 030	BANK FRANCHISE TAX	100,000.00	0.00	0.00	0.00	100,000.00
10 3119 030	GAMING REVENUE	7,500.00	0.00	0.00	0.00	7,500.00
10 3129 000	OTHER	0.00	0.00	0.00	0.00	0.00
10 3900 030	OTHER STATE REVENUE	6,000.00	3,731.39	3,731.39	62.19	2,268.61
10 3900 050	OTHER STATE REVENUE	0.00	439.47	439.47	0.00	(439.47)
10 3910 030	NATIONAL GUARD RENT	5,700.00	2,850.00	2,850.00	50.00	2,850.00
Subtotal: REVENUE FROM STATE SOURCES		12,364,588.00	1,015,210.86	2,023,400.86	16.36	10,341,187.14
10 4121 000	NATIONAL MINERALS	25,000.00	0.00	0.00	0.00	25,000.00
10 4122 000	TAYLOR GRAZING	14,500.00	0.00	0.00	0.00	14,500.00
10 4131 000	NATIONAL FOREST LANDS	15,000.00	0.00	0.00	0.00	15,000.00
10 4151 014	FFV GRANT	91,000.00	0.00	0.00	0.00	91,000.00
10 4153 044	TITLE IV	61,538.00	0.00	0.00	0.00	61,538.00
10 4158 042	TITLE I	677,390.00	0.00	0.00	0.00	677,390.00
10 4159 503	TITLE II PART A	176,698.00	0.00	0.00	0.00	176,698.00
10 4161 000	VOCATIONAL EDUCATION	51,529.00	0.00	0.00	0.00	51,529.00
Subtotal: REVENUE FROM FEDERAL SOURCES		1,112,655.00	0.00	0.00	0.00	1,112,655.00
Fund Total:		23,667,182.00	1,107,124.97	2,222,423.42	9.39	21,444,758.58
<b>Fund: 21 CAPITAL OUTLAY</b>						
<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
21 1110 000	AD VALOREM TAXES	5,935,000.00	20,533.65	57,642.30	0.97	5,877,357.70
21 1112 000	AD VALOREM MOBILE HOMES	165,000.00	725.02	2,010.32	1.22	162,989.68

**Fund: 21 CAPITAL OUTLAY**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
21 1120 000	PRIOR YEARS' AD VALOREM TAXES	20,000.00	(1,015.67)	(1,015.67)	(5.08)	21,015.67
21 1190 000	PENALTIES AND INTEREST ON TAXES	10,000.00	84.70	356.95	3.57	9,643.05
21 1510 000	INVESTMENTS EARNINGS	50,000.00	7,098.16	14,012.87	28.03	35,987.13
21 1510 022	INVESTMENT EARNINGS	0.00	7,634.82	7,634.82	0.00	(7,634.82)
21 1510 120	INVESTMENT EARNINGS	0.00	8,633.87	8,633.87	0.00	(8,633.87)
21 1950 000	REFUND OF PRIOR YEARS' EXPENDITURES	0.00	0.00	1,751.45	0.00	(1,751.45)
Subtotal: REVENUE FROM LOCAL SOURCES		6,180,000.00	43,694.55	91,026.91	1.47	6,088,973.09
21 4190 045	ESSR II	316,000.00	0.00	0.00	0.00	316,000.00
21 4900 021	OTHER FEDERAL REVENUE QSCB	253,000.00	129,898.37	129,898.37	51.34	123,101.63
Subtotal: REVENUE FROM FEDERAL SOURCES		569,000.00	129,898.37	129,898.37	22.83	439,101.63
21 5130 000	SALE OF SURPLUS PROPERTY	250,000.00	0.00	379,312.80	151.73	(129,312.80)
21 5140 000	COMPENSATION-LOSS OF GNRL FA	0.00	114,856.54	114,856.54	0.00	(114,856.54)
Subtotal: OTHER SOURCES		250,000.00	114,856.54	494,169.34	197.67	(244,169.34)
Fund Total:		6,999,000.00	288,449.46	715,094.62	10.22	6,283,905.38

**Fund: 22 SPECIAL EDUCATION**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
22 1110 000	AD VALOREM TAXES	3,516,388.00	12,350.41	34,669.77	0.99	3,481,718.23
22 1112 000	AD VALOREM MOBILE HOMES	100,000.00	436.11	1,209.25	1.21	98,790.75
22 1120 000	PRIOR YEARS' AD VALOREM TAXES	9,000.00	(569.93)	(569.93)	(6.33)	9,569.93
22 1190 000	PENALTIES AND INTEREST ON TAXES	6,000.00	51.05	214.80	3.58	5,785.20
22 1510 000	INVESTMENT EARNINGS	12,000.00	3,326.18	7,337.14	61.14	4,662.86
22 1950 000	REFUND OF PRIOR YEARS' EXPENDITURES	0.00	0.00	365.20	0.00	(365.20)
22 1972 000	MEDICAID DIRECT SERVICES TITLE XIX	16,000.00	0.00	1,410.58	8.82	14,589.42
22 1973 000	MEDICAID	5,000.00	8,349.59	8,349.59	166.99	(3,349.59)
Subtotal: REVENUE FROM LOCAL SOURCES		3,664,388.00	23,943.41	52,986.40	1.45	3,611,401.60
22 3121 030	EXCEPTIONAL CHILDREN- STATE AID	1,167,961.00	98,128.00	196,256.00	16.80	971,705.00
Subtotal: REVENUE FROM STATE SOURCES		1,167,961.00	98,128.00	196,256.00	16.80	971,705.00
22 4175 041	SPECIAL ED - IDEA - PART B	868,997.00	0.00	0.00	0.00	868,997.00
22 4186 043	SPECIAL ED - PRESCHOOL GRANTS	16,827.00	0.00	0.00	0.00	16,827.00
Subtotal: REVENUE FROM FEDERAL SOURCES		885,824.00	0.00	0.00	0.00	885,824.00
Fund Total:		5,718,173.00	122,071.41	249,242.40	4.36	5,468,930.60

**Fund: 31 DEBT SERVICE QZAB 2010**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
31 5110 000	OPERATING TRANSFERS IN	40,000.00	0.00	0.00	0.00	40,000.00
Subtotal: OTHER SOURCES		40,000.00	0.00	0.00	0.00	40,000.00
Fund Total:		40,000.00	0.00	0.00	0.00	40,000.00

**Fund: 32 DEBT SERVICE QSCB 2010**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
32 1510 000	INVESTMENT EARNINGS	0.00	16,188.89	16,188.89	0.00	(16,188.89)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	16,188.89	16,188.89	0.00	(16,188.89)
32 5110 000	OPERATING TRANSFERS IN	586,191.00	0.00	0.00	0.00	586,191.00
Subtotal: OTHER SOURCES		586,191.00	0.00	0.00	0.00	586,191.00
Fund Total:		586,191.00	16,188.89	16,188.89	2.76	570,002.11

**Fund: 42 SBHS KITCHEN/COMMONS**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
42 5110 000	OPERATING TRANSFERS IN	2,700,000.00	334,496.57	796,316.78	29.49	1,903,683.22
42 5125 022	CAPITAL OUTLAY CERTIFICATE PRC	5,070,000.00	0.00	0.00	0.00	5,070,000.00

**Fund: 42 SBHS KITCHEN/COMMONS**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Subtotal: OTHER SOURCES		7,770,000.00	334,496.57	796,316.78	10.25	6,973,683.22
Fund Total:		7,770,000.00	334,496.57	796,316.78	10.25	6,973,683.22

**Fund: 51 FOOD SERVICE**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
51 1510 000	INVESTMENT EARNINGS	10,000.00	1,819.86	3,762.59	37.63	6,237.41
51 1610 000	SALES TO PUPILS	678,000.00	47,359.83	47,459.83	7.00	630,540.17
51 1620 000	SALES TO ADULTS	20,000.00	315.30	466.30	2.33	19,533.70
51 1630 000	A LA CARTE SALES	6,000.00	0.00	0.00	0.00	6,000.00
51 1660 000	OTHER SALES	20,000.00	1,502.15	1,502.15	7.51	18,497.85
51 1690 000	MISC REVENUE FROM OTHER SOURCE	1,500.00	0.00	491.87	32.79	1,008.13
Subtotal: REVENUE FROM LOCAL SOURCES		735,500.00	50,997.14	53,682.74	7.30	681,817.26
51 4810 060	FEDERAL REIMBURSEMENT	84,762.00	0.00	0.00	0.00	84,762.00
51 4811 000	FEDERAL REIMBURSEMENT-SCHOOL LUNCH	498,500.00	0.00	0.00	0.00	498,500.00
51 4812 000	FEDERAL REIMBURSEMENT-SCHOOL BREAKFAST	81,000.00	0.00	0.00	0.00	81,000.00
51 4813 000	FEDERAL REIMBURSEMENT-AFTER SCHOOL CARE	1,400.00	0.00	0.00	0.00	1,400.00
51 4820 000	DONATED FOOD	20,000.00	0.00	0.00	0.00	20,000.00
Subtotal: REVENUE FROM FEDERAL SOURCES		685,662.00	0.00	0.00	0.00	685,662.00
51 5170 000	CAPITAL CONTRIBUTIONS	579,364.00	0.00	0.00	0.00	579,364.00
Subtotal: OTHER SOURCES		579,364.00	0.00	0.00	0.00	579,364.00
Fund Total:		2,000,526.00	50,997.14	53,682.74	2.68	1,946,843.26

**Fund: 53 ENTERPRISE FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
53 1316 015	DRIVERS EDUCATION	24,600.00	0.00	0.00	0.00	24,600.00
53 1510 000	INVESTMENT EARNINGS	0.00	0.00	179.12	0.00	(179.12)
53 1510 019	INVESTMENT EARNINGS	0.00	227.83	227.83	0.00	(227.83)
53 1660 000	OTHER SALES	59,472.00	12,227.25	12,227.25	20.56	47,244.75
53 1660 400	OTHER SALES	54,730.00	30,286.00	30,286.00	55.34	24,444.00
53 1982 019	LATCHKEY SERVICES	52,000.00	0.00	0.00	0.00	52,000.00
Subtotal: REVENUE FROM LOCAL SOURCES		190,802.00	42,741.08	42,920.20	22.49	147,881.80
Fund Total:		190,802.00	42,741.08	42,920.20	22.49	147,881.80

**Fund: 61 NON EXPENDABLE CUSTODIAL**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
61 1790 470	WOODLE GOLF	0.00	0.00	8.50	0.00	(8.50)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	0.00	8.50	0.00	(8.50)
Fund Total:		0.00	0.00	8.50	0.00	(8.50)

**Fund: 66 EXPENDABLE CUSTODIAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
66 1790 070	WM BROWN	0.00	8.50	8.50	0.00	(8.50)
66 1790 085	CAFETERIA FUND	0.00	11,205.07	22,486.42	0.00	(22,486.42)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	11,213.57	22,494.92	0.00	(22,494.92)
Fund Total:		0.00	11,213.57	22,494.92	0.00	(22,494.92)

**Fund: 71 HIGH SCHOOL CUSTODIAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
71 1790 009	ACADEMIC	0.00	0.00	9.10	0.00	(9.10)
71 1790 020	ART	0.00	3.00	3.00	0.00	(3.00)
71 1790 190	FFA	0.00	2,422.40	2,472.78	0.00	(2,472.78)
71 1790 200	FCCLA	0.00	0.00	461.00	0.00	(461.00)

**Revenue Summary Report**  
Processing Month: 08/2023  
EXHIBIT C

**Fund: 71 HIGH SCHOOL CUSTODIAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
71 1790 320	VICA	0.00	12.00	12.00	0.00	(12.00)
71 1790 414	COKE SCHOLARSHIP	0.00	997.00	997.00	0.00	(997.00)
71 1790 450	S CLUB	0.00	17,498.38	23,950.77	0.00	(23,950.77)
71 1790 530	SPEECH	0.00	23.00	23.00	0.00	(23.00)
71 1790 540	STUDENT COUNCIL	0.00	259.00	275.56	0.00	(275.56)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	21,214.78	28,204.21	0.00	(28,204.21)
Fund Total:		0.00	21,214.78	28,204.21	0.00	(28,204.21)

**Fund: 72 CENTRAL CUSTODIAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
72 1790 220	STURGIS ELEMENTARY	0.00	270.24	270.24	0.00	(270.24)
72 1790 230	STUDENT COUNCIL-PIEDMONT	0.00	0.00	20.15	0.00	(20.15)
72 1790 260	WHITEWOOD	0.00	250.00	250.00	0.00	(250.00)
72 1790 365	FS MEALS/FOR KIDS	0.00	8,000.00	8,000.00	0.00	(8,000.00)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	8,520.24	8,540.39	0.00	(8,540.39)
Fund Total:		0.00	8,520.24	8,540.39	0.00	(8,540.39)

**Fund: 73 MIDDLE SCHOOL CUSTODIAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
73 1790 540	SWMS STUDENT COUNCIL	0.00	1.80	1.80	0.00	(1.80)
73 1790 550	SBMS STUDENT COUNCIL	0.00	0.00	1.83	0.00	(1.83)
Subtotal: REVENUE FROM LOCAL SOURCES		0.00	1.80	3.63	0.00	(3.63)
Fund Total:		0.00	1.80	3.63	0.00	(3.63)

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	46,971,874.00	2,003,019.91	4,155,120.70	8.85	42,816,753.30

**EXPENDITURE REPORT FUND, FUNCTION, OPR UNIT**  
**EXHIBIT D**

Account Number	Account Description	Revised Budget	During Month	To Date	Balance at EOM	Incumbrances	% of Budget	
<b>10</b>	<b>GENERAL FUND</b>							
1111	REGULAR TERM	\$5,794,172.00	\$23,979.66	\$35,343.17	\$5,758,828.83	\$20,347.16	\$5,738,481.67	0.96
1112	SUMMER TERM	\$13,802.00	\$0.00	\$0.00	\$13,802.00	\$0.00	\$13,802.00	0.00
1121	REGULAR TERM	\$3,645,508.00	\$26,994.17	\$32,826.41	\$3,612,681.59	\$16,254.62	\$3,596,426.97	1.35
1122	SUMMER TERM	\$28,913.00	\$0.00	\$0.00	\$28,913.00	\$0.00	\$28,913.00	0.00
1131	REGULAR TERM	\$3,201,458.00	\$5,445.25	\$13,809.18	\$3,187,648.82	\$55,928.11	\$3,131,720.71	2.18
1132	SUMMER TERM-INCLUDES PROJ EASY	\$18,784.00	\$0.00	\$0.00	\$18,784.00	\$0.00	\$18,784.00	0.00
1142	TITLE I PRESCHOOL	\$37,176.00	\$124.10	\$175.52	\$37,000.48	\$0.00	\$37,000.48	0.47
1190	OTHER REGULAR PROGRAMS	\$3,615.00	\$0.00	\$0.00	\$3,615.00	\$0.00	\$3,615.00	0.00
1210	PROGRAMS FOR GIFTED & TALENTED	\$70,763.00	\$0.00	\$111.43	\$70,651.57	\$390.00	\$70,261.57	0.71
1250	CULTURALLY DIFFERENT	\$24,848.00	\$0.00	\$407.00	\$24,441.00	\$245.00	\$24,196.00	2.62
1273	HELPING DISADV CHILD MEET STAN	\$628,314.00	\$5,400.43	\$31,242.27	\$597,071.73	\$11,859.72	\$585,212.01	6.86
2113	SOCIAL WORK SERVICES	\$76,883.00	\$0.00	\$97.25	\$76,785.75	\$0.00	\$76,785.75	0.13
2116	Title I attendance & Social work	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	0.00
2122	COUNSELING SERVICES	\$764,262.00	\$327.27	\$1,536.31	\$762,725.69	\$0.00	\$762,725.69	0.20
2128	TITLE I PARENTAL INVOLVEMENT ACTIVITIES	\$6,900.00	\$0.00	\$0.00	\$6,900.00	\$520.00	\$6,380.00	7.54
2133	DENTAL SERVICES	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	0.00
2134	NURSE SERVICES	\$216,924.00	\$2,573.60	\$3,436.02	\$213,487.98	\$3,199.87	\$210,288.11	3.06
2139	OTHER HEALTH SERVICES	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$160.04	\$5,839.96	2.67
2212	INSTRUCTION/CURRICULUM DEVELOP	\$182,356.00	\$4,339.16	\$14,109.10	\$168,246.90	\$7,137.84	\$161,109.06	11.65
2214	TITLE I PROFESSIONAL DEVELOPMENT	\$0.00	\$7,096.10	\$7,096.10	(\$7,096.10)	\$3,161.07	(\$10,257.17)	0.00
2222	SCHOOL LIBRARY SERVICES	\$212,028.00	\$0.00	\$287.03	\$211,740.97	\$181.77	\$211,559.20	0.22
2227	TECHNOLOGY IN SCHOOL	\$358,163.00	\$27,056.44	\$47,664.83	\$310,498.17	\$3,600.00	\$306,898.17	14.31
2311	SERVICE AREA DIRECTION	\$396,750.00	\$6,117.37	\$6,117.37	\$390,632.63	\$0.00	\$390,632.63	1.54
2314	ELECTION SERVICES	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00
2315	LEGAL SERVICES	\$12,000.00	\$37.50	\$37.50	\$11,962.50	\$0.00	\$11,962.50	0.31
2317	AUDIT SERVICES	\$37,500.00	\$0.00	\$0.00	\$37,500.00	\$0.00	\$37,500.00	0.00
2319	OTHER BOARD OF ED SERVICES	\$63,085.00	\$5,783.10	\$18,785.87	\$44,299.13	\$2,400.90	\$41,898.23	33.58
2321	OFFICE OF THE SUPERINTENDENT	\$281,540.00	\$23,791.60	\$46,106.03	\$235,433.97	\$1,478.95	\$233,955.02	16.90
2410	OFFICE OF THE PRINCIPAL	\$1,641,594.00	\$100,740.86	\$207,918.13	\$1,433,675.87	\$1,021.13	\$1,432,654.74	12.73
2490	OTHER SUPPORT SERVICES-SCH ADM	\$179,161.00	\$10,989.14	\$21,896.04	\$157,264.96	\$0.00	\$157,264.96	12.22
2529	OTHER FISCAL SERVICES	\$381,294.00	\$28,970.21	\$62,359.67	\$318,934.33	\$0.00	\$318,934.33	16.35
2542	CARE & UPKEEP OF BUILDING SERV	\$1,017,872.00	\$59,369.56	\$65,555.29	\$952,316.71	\$0.00	\$952,316.71	6.44
2543	CARE & UPKEEP OF GROUNDS SERV	\$72,161.00	\$469.73	\$469.73	\$71,691.27	\$189.20	\$71,502.07	0.91
2545	VEHICLE SERVICING & MAINTANCE	\$61,400.00	\$4,642.40	\$4,682.31	\$56,717.69	\$0.00	\$56,717.69	7.63
2546	SECURITY SERVICES	\$155,750.00	\$181.00	\$246.79	\$155,503.21	\$3,634.00	\$151,869.21	2.49
2547	LAND AND BUILDING RENTAL	\$11,500.00	\$0.00	\$720.00	\$10,780.00	\$0.00	\$10,780.00	6.26
2549	OTHER OPERATION/MAINT OF PLANT	\$1,896,052.00	\$167,269.22	\$220,730.80	\$1,675,321.20	\$16,981.95	\$1,658,339.25	12.54
2553	MONITORING SERVICES	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	\$750.00	0.00
2555	CONTRACTED SERVICES	\$1,343,000.00	\$0.00	\$0.00	\$1,343,000.00	\$0.00	\$1,343,000.00	0.00
2562	FOOD PREPERATION/DISPENSING	\$91,000.00	\$0.00	\$0.00	\$91,000.00	\$0.00	\$91,000.00	0.00
2574	PRINTING,PUBLISHING,DUPLICATIN	\$103,664.00	\$14,864.46	\$17,004.28	\$86,659.72	\$12,002.62	\$74,657.10	27.98
2642	RECRUITMENT/PLACEMENT SERVICE	\$4,050.00	\$196.50	\$249.75	\$3,800.25	\$0.00	\$3,800.25	6.17
6000	COCURRICULAR ACTIVITIES	\$0.00	\$0.00	\$1,700.00	(\$1,700.00)	\$0.00	(\$1,700.00)	0.00
6101	FOOTBALL	\$81,279.00	\$514.58	\$611.29	\$80,667.71	\$500.96	\$80,166.75	1.37
6102	BASKETBALL	\$59,425.00	\$0.00	\$61.86	\$59,363.14	\$2,119.94	\$57,243.20	3.67
6103	WRESTLING	\$49,866.00	\$0.00	\$51.31	\$49,814.69	\$7,700.00	\$42,114.69	15.54
6104	GOLF	\$7,377.00	\$0.00	\$8.16	\$7,368.84	\$1,100.00	\$6,268.84	15.02
6105	BOYS SCOOCER	\$16,956.00	\$5,349.13	\$5,367.02	\$11,588.98	\$1,739.94	\$9,849.04	41.91
6202	GIRLS BASKETBALL	\$57,614.00	\$0.00	\$61.10	\$57,552.90	\$3,219.88	\$54,333.02	5.69

**EXPENDITURE REPORT FUND, FUNCTION, OPR UNIT**  
**EXHIBIT D**

Account Number	Account Description	Revised Budget	During Month	To Date	Balance at EOM	Incumbrances		% of Budget
6204	GIRLS GOLF	\$7,377.00	\$0.00	\$8.16	\$7,368.84	\$1,100.00	\$6,268.84	15.02
6205	VOLLEYBALL	\$51,533.00	\$0.02	\$59.02	\$51,473.98	\$2,991.82	\$48,482.16	5.92
6207	GIRLS SOCCER	\$16,532.00	\$0.00	\$17.22	\$16,514.78	\$1,839.94	\$14,674.84	11.23
6500	TRANSPORATION	\$211,000.00	\$0.00	\$0.00	\$211,000.00	\$0.00	\$211,000.00	0.00
6901	TRACK	\$77,347.00	\$0.00	\$91.64	\$77,255.36	\$9,067.00	\$68,188.36	11.84
6902	CROSS COUNTRY	\$31,378.00	\$0.00	\$35.90	\$31,342.10	\$2,090.00	\$29,252.10	6.78
6903	BAND	\$15,715.00	\$0.13	\$16.69	\$15,698.31	\$1,360.00	\$14,338.31	8.76
6904	CHOIR	\$12,217.00	\$304.22	\$314.81	\$11,902.19	\$2,200.00	\$9,702.19	20.58
6905	DEBATE	\$26,803.00	\$0.00	\$24.38	\$26,778.62	\$6,075.00	\$20,703.62	22.76
6906	DRAMA	\$22,718.00	\$1,265.00	\$1,288.67	\$21,429.33	\$3,995.00	\$17,434.33	23.26
6907	DECLAM	\$6,216.00	\$0.01	\$6.97	\$6,209.03	\$1,100.00	\$5,109.03	17.81
6909	YEARBOOK	\$7,513.00	\$0.03	\$11.48	\$7,501.52	\$0.00	\$7,501.52	0.15
6911	FFA	\$6,270.00	\$0.00	\$9.88	\$6,260.12	\$0.00	\$6,260.12	0.16
6913	CHEERLEADERS	\$17,196.00	\$2,143.97	\$2,159.68	\$15,036.32	\$2,617.17	\$12,419.15	27.78
6914	CLASS/KNOW	\$30,293.00	\$281.34	\$327.13	\$29,965.87	\$0.00	\$29,965.87	1.08
6915	ACTIVITY DIRECTOR	\$224,168.00	\$12,647.90	\$22,301.78	\$201,866.22	\$3,872.67	\$197,993.55	11.68
6916	LEGO COMPETITION	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	0.00
6917	WEIGHT ROOM TRAINER	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0.00
6918	RURAL ACTIVITIES	\$29,442.00	\$0.00	\$41.26	\$29,400.74	\$1,450.00	\$27,950.74	5.07
10	GENERAL FUND	#####	\$549,265.16	\$895,596.59	\$23,249,630.41	\$216,833.27	#####	4.61
<b>21</b>	<b>CAPITAL OUTLAY</b>							
1111	REGULAR TERM	\$259,928.00	\$94,610.80	\$146,374.46	\$113,553.54	\$32,504.61	\$81,048.93	68.82
1121	REGULAR TERM	\$152,525.00	\$12,844.22	\$16,629.85	\$135,895.15	\$5,238.44	\$130,656.71	14.34
1131	REGULAR TERM	\$127,550.00	\$62,037.51	\$64,459.62	\$63,090.38	\$41,377.98	\$21,712.40	82.98
2222	SCHOOL LIBRARY SERVICES	\$24,695.00	\$0.00	\$0.00	\$24,695.00	\$0.00	\$24,695.00	0.00
2227	TECHNOLOGY IN SCHOOL	\$69,100.00	\$26,415.83	\$38,815.83	\$30,284.17	\$38,350.00	(\$8,065.83)	111.67
2321	OFFICE OF THE SUPERINTENDENT	\$1,200.00	\$803.00	\$803.00	\$397.00	\$0.00	\$397.00	66.92
2410	OFFICE OF THE PRINCIPAL	\$30,560.00	\$6,392.00	\$26,246.59	\$4,313.41	\$3,440.00	\$873.41	97.14
2490	OTHER SUPPORT SERVICES-SCH ADM	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	0.00
2529	OTHER FISCAL SERVICES	\$5,950.00	\$1,606.00	\$1,606.00	\$4,344.00	\$0.00	\$4,344.00	26.99
2533	ARCHITECTURE/ENGINEER SERVICES	\$80,000.00	\$7,710.00	\$7,710.00	\$72,290.00	\$0.00	\$72,290.00	9.64
2535	CONSTRUCTION AND IMPROVEMENTS	\$342,800.00	\$60,373.25	\$78,193.25	\$264,606.75	\$0.00	\$264,606.75	22.81
2542	CARE & UPKEEP OF BUILDING SERV	\$96,000.00	\$10,000.00	\$10,000.00	\$86,000.00	\$38,326.00	\$47,674.00	50.34
2543	CARE & UPKEEP OF GROUNDS SERV	\$61,000.00	\$6,337.76	\$6,337.76	\$54,662.24	\$0.00	\$54,662.24	10.39
2549	OTHER OPERATION/MAINT OF PLANT	\$456,945.00	\$41,749.59	\$222,151.40	\$234,793.60	\$3,500.00	\$231,293.60	49.38
2555	CONTRACTED SERVICES	\$165,000.00	\$0.00	\$0.00	\$165,000.00	\$0.00	\$165,000.00	0.00
2710	SPECIAL ED ADMIN COSTS	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	0.00
5000	DEBT SERVICES-LSE PURCHASE PMT	\$3,336,000.00	\$5,848.41	\$2,550,382.68	\$785,617.32	\$0.00	\$785,617.32	76.45
6101	FOOTBALL	\$26,000.00	\$13,505.45	\$13,505.45	\$12,494.55	\$14,198.00	(\$1,703.45)	106.55
6102	BASKETBALL	\$2,800.00	\$2,768.64	\$2,768.64	\$31.36	\$0.00	\$31.36	98.88
6105	BOYS SCOCER	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	0.00
6205	VOLLEYBALL	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$4,565.00	\$435.00	91.30
6207	GIRLS SOCCER	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	0.00
7000	CONTINGENCIES (BUDGET ONLY)	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.00
8110	OPERATING TRANSFERS OUT	\$3,326,000.00	\$334,496.57	\$796,316.78	\$2,529,683.22	\$0.00	\$2,529,683.22	23.94
21	CAPITAL OUTLAY	\$8,630,553.00	\$687,499.03	\$3,982,301.31	\$4,648,251.69	\$181,500.03	\$4,466,751.66	48.24
<b>22</b>	<b>SPECIAL EDUCATION</b>							
1221	PGMS-STDNT WITH MILD-MOD DISAB	\$2,138,265.00	\$7,723.17	\$16,546.56	\$2,121,718.44	\$1,436.30	\$2,120,282.14	0.84
1222	PGMS-STDNT WITH SEVERE DISAB	\$1,608,353.00	\$1,563.45	\$5,456.88	\$1,602,896.12	\$3,342.76	\$1,599,553.36	0.55
1223	DAY PROGRAMS	\$175,000.00	\$0.00	\$0.00	\$175,000.00	\$0.00	\$175,000.00	0.00

**EXPENDITURE REPORT FUND, FUNCTION, OPR UNIT**  
**EXHIBIT D**

Account Number	Account Description	Revised Budget	During Month	To Date	Balance at EOM	Incumbrances	% of Budget
1224	RESIDENTIAL PROGRAMS	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00 0.00
1226	EARLY CHILDHOOD PROGRAMS	\$137,992.00	\$265.09	\$732.24	\$137,259.76	\$492.50	\$136,767.26 0.89
2134	NURSE SERVICES	\$63,467.00	\$0.00	\$89.74	\$63,377.26	\$0.00	\$63,377.26 0.14
2149	OTHER PSYCHOLOGICAL SERVICES	\$381,200.00	\$2,441.70	\$1,151.63	\$380,048.37	\$10,317.77	\$369,730.60 3.01
2159	OTHER SPEECH PATHOLOGY SERVICE	\$577,100.00	\$1,065.35	\$2,451.28	\$574,648.72	\$365.68	\$574,283.04 0.49
2172	OCCUPATIONAL THERAPY	\$92,700.00	\$144.68	\$144.68	\$92,555.32	\$153.78	\$92,401.54 0.32
2179	OTHER THERAPY SERVICES	\$68,500.00	\$0.00	\$0.00	\$68,500.00	\$0.00	\$68,500.00 0.00
2212	INSTRUCTION/CURRICULUM DEVELOP	\$23,900.00	\$1,112.40	\$1,612.40	\$22,287.60	\$278.00	\$22,009.60 7.91
2710	SPECIAL ED ADMIN COSTS	\$319,550.00	\$19,570.49	\$39,823.32	\$279,726.68	\$5,273.51	\$274,453.17 14.11
2736	MULTIPLE DISABILITIES	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00 0.00
2741	OTHER HEALTH IMPAIRED	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00 0.00
2750	OTHER SPECIAL EDUCATION COSTS	\$151,000.00	\$0.00	\$0.00	\$151,000.00	\$0.00	\$151,000.00 0.00
2751	DEAF-BLIND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00
2753	MENTAL RETARDATION	\$0.00	\$662.41	\$662.41	(\$662.41)	\$0.00	(\$662.41) 0.00
2757	ORTHOPEDIC IMPAIRMENTS	\$0.00	\$875.00	\$875.00	(\$875.00)	\$0.00	(\$875.00) 0.00
<b>22</b>	<b>SPECIAL EDUCATION</b>	<b>\$5,867,027.00</b>	<b>\$35,423.74</b>	<b>\$69,546.14</b>	<b>\$5,797,480.86</b>	<b>\$21,660.30</b>	<b>\$5,775,820.56 1.55</b>
<b>32</b>	<b>DEBT SERVICE QSCB 2010</b>						
5000	DEBT SERVICES-LSE PURCHASE PMT	\$283,160.00	\$0.00	\$0.00	\$283,160.00	\$0.00	\$283,160.00 0.00
<b>32</b>	<b>DEBT SERVICE QSCB 2010</b>	<b>\$283,160.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$283,160.00</b>	<b>\$0.00</b>	<b>\$283,160.00 0.00</b>
<b>42</b>	<b>SBHS KITCHEN/COMMONS</b>						
7500	CAPITAL OUTLAY	\$7,770,000.00	\$334,496.57	\$796,316.78	\$6,973,683.22	\$822,063.00	\$6,151,620.22 20.83
<b>42</b>	<b>SBHS KITCHEN/COMMONS</b>	<b>\$7,770,000.00</b>	<b>\$334,496.57</b>	<b>\$796,316.78</b>	<b>\$6,973,683.22</b>	<b>\$822,063.00</b>	<b>\$6,151,620.22 20.83</b>
<b>51</b>	<b>FOOD SERVICE</b>						
2561	SERVICE AREA DIRECTION	\$130,781.00	\$7,957.92	\$16,401.42	\$114,379.58	\$0.00	\$114,379.58 12.54
2562	FOOD PREPERATION/DISPENSING	\$2,236,307.00	(\$9,818.31)	(\$5,666.82)	\$2,241,973.82	\$2,936.07	\$2,239,037.75 (0.12)
2563	FOOD DELIVERY SERVICES	\$4,500.00	\$210.59	\$210.59	\$4,289.41	\$0.00	\$4,289.41 4.68
<b>51</b>	<b>FOOD SERVICE</b>	<b>\$2,371,588.00</b>	<b>(\$1,649.80)</b>	<b>\$10,945.19</b>	<b>\$2,360,642.81</b>	<b>\$2,936.07</b>	<b>\$2,357,706.74 0.59</b>
<b>53</b>	<b>ENTERPRISE FUND</b>						
2569	OTHER FOOD SERVICES	\$114,202.00	\$15,104.53	\$21,117.09	\$93,084.91	\$0.00	\$93,084.91 18.49
3500	CUSTODY AND CARE OF CHILDREN	\$61,299.00	\$0.00	\$785.37	\$60,513.63	\$1,288.58	\$59,225.05 3.38
3900	Drivers Education	\$30,762.00	\$45.87	\$702.56	\$30,059.44	\$0.00	\$30,059.44 2.28
<b>53</b>	<b>ENTERPRISE FUND</b>	<b>\$206,263.00</b>	<b>\$15,150.40</b>	<b>\$22,605.02</b>	<b>\$183,657.98</b>	<b>\$1,288.58</b>	<b>\$182,369.40 11.58</b>
<b>66</b>	<b>EXPENDABLE CUSTODIAL FUND</b>						
6900	COMBINED ACTIVITIES	\$0.00	\$11,794.30	\$20,537.43	(\$20,537.43)	\$0.00	(\$20,537.43) 0.00
<b>66</b>	<b>EXPENDABLE CUSTODIAL FUND</b>	<b>\$0.00</b>	<b>\$11,794.30</b>	<b>\$20,537.43</b>	<b>(\$20,537.43)</b>	<b>\$0.00</b>	<b>(\$20,537.43) 0.00</b>
<b>71</b>	<b>HIGH SCHOOL CUSTODIAL FUND</b>						
6900	COMBINED ACTIVITIES	\$0.00	\$5,400.02	\$19,032.77	(\$19,032.77)	\$0.00	(\$19,032.77) 0.00
<b>71</b>	<b>HIGH SCHOOL CUSTODIAL FUND</b>	<b>\$0.00</b>	<b>\$5,400.02</b>	<b>\$19,032.77</b>	<b>(\$19,032.77)</b>	<b>\$0.00</b>	<b>(\$19,032.77) 0.00</b>
<b>72</b>	<b>CENTRAL CUSTODIAL FUND</b>						
6900	COMBINED ACTIVITIES	\$0.00	\$82.89	\$82.89	(\$82.89)	\$0.00	(\$82.89) 0.00
<b>72</b>	<b>CENTRAL CUSTODIAL FUND</b>	<b>\$0.00</b>	<b>\$82.89</b>	<b>\$82.89</b>	<b>(\$82.89)</b>	<b>\$0.00</b>	<b>(\$82.89) 0.00</b>
<b>73</b>	<b>MIDDLE SCHOOL CUSTODIAL FUND</b>						
6900	COMBINED ACTIVITIES	\$0.00	\$0.00	\$59.07	(\$59.07)	\$0.00	(\$59.07) 0.00
<b>73</b>	<b>MIDDLE SCHOOL CUSTODIAL FUND</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$59.07</b>	<b>(\$59.07)</b>	<b>\$0.00</b>	<b>(\$59.07) 0.00</b>

**Meade School District 46-1**

**9/11/2023**

General Fund	<b>Budget</b>	<b>Amended</b>	<b>Change</b>
<b>Expenditures</b>	<b>7/10/2023</b>	<b>9/11/2023</b>	
<b>Title I after school at Whitewood</b>	\$0	\$26,036	\$26,036
<b>Title I supplies</b>	\$0	\$13,857	<u>\$13,857</u>
			\$39,893
<b>Revenue</b>			
<b>Title I</b>	\$677,390	\$717,283	\$39,893

**The Business manager is requesting the Meade School District 46-1 Board of Education amend general fund budget by 39,893 for after school program at WW and supplies for STEL and WW to be funded with Title I funds.**

**Meade School District 46-1**

**9/11/2023**

General Fund	<b>Budget</b>	<b>Amended</b>	<b>Change</b>
<b>Expenditures</b>	<b>7/10/2023</b>	<b>9/11/2023</b>	
<b>TITLE II TEACHER</b>	\$238,236	\$290,990	\$52,754
			\$52,754
<b>Revenue</b>			
<b>TITLE II A/TITLE IV</b>	\$238,236	\$290,990	\$52,754

The Business manager is requesting the Meade School District 46-1 Board of Education amend general fund budget by \$52,754 for a Title II teacher at PVE . Carry over funds are being used for this position.

## 2023-2024 SCHOOL RESOURCE OFFICER (SRO) AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the **MEADE SCHOOL DISTRICT 46-1 of Meade and Lawrence Counties, South Dakota**, whose address is 1230 Douglas Street, Sturgis, S.D. 57785, hereinafter referred to as the "**School District**" and the **CITY OF STURGIS**, a South Dakota municipal corporation, whose address is 1040 Harley-Davidson Way, Sturgis, S.D. 57785, hereinafter referred to as the "**City**."

The School District and the City of Sturgis, in conjunction with the Sturgis Police Department, desire to implement a School Resource Officer (SRO) program in the School District; and

The School District and the City of Sturgis, in conjunction with the Sturgis Police Department, desire to set forth in this Agreement the specific terms and conditions of the services to be performed by the SROs in the School District.

In Consideration of the mutual covenants and stipulations set out herein, the parties agree as follows:

### 1.0 GOALS AND OBJECTIVES

It is understood and agreed that the School District and the City share the following goals and objectives in regarding to the SRO Program:

- 1.1 To build a bridge between the community, school, school district and police department through effective communication, cooperation, and addressing crime and disorder by increasing public interaction to reduce fear of crime and in maintaining order.
- 1.2 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- 1.3 To provide awareness and education to establish a positive relationship in a cooperative effort to prevent crime, juvenile delinquency, truancy, and disruptions, and to assist in student development.
- 1.4 To provide an atmosphere which will be conducive to learning by maintaining a safe and secure environment and addressing changes in the environment in and around the schools.
- 1.5 To promote the attendance of law enforcement officers at extracurricular activities in the schools, such as group meetings, athletic events, concerts, etc.
- 1.6 To respond to disruptions and criminal offenses at school, such as trespassing, disorderly conduct, possession, or use of weapons on campus, possession or sale of controlled substances, etc.
- 1.7 To provide traffic enforcement and controls as schools when deemed necessary for the safety and protection of students, staff, and the community.

- 1.8 To provide a resource to students to report crime, threats, bullying, and other activities in the school or throughout the community.

## **2.0 EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICER**

- 2.1 The School District agrees to utilize and the City agrees to provide two (2) Fulltime SROs during the term of this Agreement. Each SRO will remain the employee of the City and is subject to the administration, supervision, and control of the City, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement. Each SRO reports directly to the Chief of Police or her or his designee within the Sturgis Police Department, who, as the SROs' supervisor, will work with the School Administration for the performance of services outlined in this Agreement.
- 2.2 Each SRO is subject to all personnel policies and practices of the Sturgis Police Department and the City of Sturgis.
- 2.3 The City, in its sole discretion, has the power and authority to discharge and discipline each SRO. The City will hold the School District free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.
- 2.4 Each SRO's main posts of duty are at the Sturgis Brown High School and at the Sturgis Williams Middle and School, respectively. The School District will schedule or otherwise assign each SRO to periodic duty at the Elementary Schools, at the discretion of the Superintendent or their designee.
- 2.5 In the event an SRO is absent from work, the absent SRO will notify both his/her direct supervisor at the City of Sturgis and the principal or their designee at Sturgis Brown High School or Sturgis Williams Middle School, respectively.

## **3.0 COMPENSATION**

- 3.1 The cost of the SRO program will be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
- 3.2 The City agrees to tender each SRO's salary and benefits directly to each SRO. The School District agrees to pay a total contract amount of **\$118,157.87**. This total consists of wages and fringe benefits, minus any grant funding contributions for each SRO. The applied wage and fringe benefits is for each SRO during each 4.5-month period in both 2023 and 2024 (9 months total for each SRO) the SRO is deployed with the School District. The City agrees to pay the SROs wage and fringe benefits when the SROs are not deployed with the School District. Based on these calculations, the school district is responsible for 75% of the SRO's wages and fringe benefits, and the City is responsible for 25%.
- 3.3 The School District will pay to the City the total 2023-2024 school year contract amount of \$118,157.87, with payments according to the following schedule:

October 15, 2023 -	\$ 29,539.47
January 15, 2024 -	\$ 29,539.47

April 15, 2024 - \$ 29,539.47  
June 15, 2024 - \$ 29,539.46

The City will submit an Invoice to the School District business office in advance of each payment.

#### **4.0 DUTY HOURS**

- 4.1 The hours of duty are arranged between the Meade School District, Sturgis Police Department, and each SRO.
- 4.2 On days when school is not in session and children are not present (i.e. school events, snow days and holidays), each SRO is not required to be present on campus. The School District will provide the City with a school district calendar for such scheduling purposes. On days when school is not in session due to unforeseen circumstances (i.e. inclement weather) the SRO is not required to be on campus.
- 4.3 It is understood and agreed that time spent by the SRO attending court for juvenile and/or criminal cases arising from and/or out of their employment as an SRO, are considered as hours worked under this agreement.

#### **5.0 QUALIFICATIONS AND SELECTION OF THE SCHOOL RESOURCE OFFICER**

The officer appointed to serve as the SRO will be mutually agreed upon by the parties to this Agreement and must have the following qualifications:

- 5.1 Must be a certified officer and should have two years of law enforcement experience.
- 5.2 Must possess a sufficient knowledge of applicable Federal and state laws and city ordinances, along with City and School Board policies.
- 5.3 Must be capable of conducting criminal investigations.
- 5.4 Must possess an even temperament and set a good example for students.
- 5.5 Must possess communication skills that would enable the officer to function effectively within the school.

#### **6.0 DUTIES OF THE SCHOOL RESOURCE OFFICER**

- 6.1 At the request of the superintendent, principal, or the principal's designee, each SRO will assist the School District administration in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus.
- 6.2 At the request of the superintendent, principal, or the principal's designee, each SRO will conduct classroom presentations for students. Recommended subjects include the role of law enforcement, drug awareness, criminal law, career

opportunities in law enforcement, gang resistance education, tolerance, anti-bullying campaigns, etc.

- 6.3 Each SRO will interact with students on an individual basis and in small groups. At the request of the superintendent, principal, or the principal's designee, each SRO may be required to counsel students individually, including students suspected of engaging in criminal misconduct.
- 6.4 At the request of the superintendent, principal, or the principal's designee, each SRO will be available for conferences involving the School District administration, faculty, and parents.
- 6.5 Each SRO will be familiar with agencies and resources that offer assistance to youth and their families and make referrals to such agencies when necessary. Each SRO shall notify the superintendent, principal, or principal's designee in writing of such referrals.
- 6.6 Each SRO may, by way of the exercise of his or her discretion as a sworn police officer, take law enforcement action as required. Pursuant to School District policy, if a student is given a citation or arrested, or it becomes necessary to remove the student from school grounds, whenever possible the student must be sent or called to the principal's office to effect the arrest, citation, or removal from school. If it becomes necessary for an SRO to remove a student from the school premises, the SRO must inform the principal or the principal's designee, who, as soon as practical will make reasonable efforts to notify the student's parent, guardian, or legal custodian in accordance with School District policy. Efforts to contact the student's parent, guardian, or legal custodian must be documented. When an SRO arrests or takes a juvenile into custody, they will select the course of action which is appropriate and in compliance with South Dakota law, and which meets the immediate needs of the juvenile and school. When an SRO arrests or takes into custody a student age 18 or older, they will select the course of action which is appropriate and in compliance with South Dakota law and which meets the immediate needs of the school.
- 6.7 At the request of the superintendent, principal, or the principal's designee, each SRO will take appropriate law enforcement action against intruders or unwanted guests who may appear on school property or at related school functions, to the extent that the SRO may do so under the authority of law.
- 6.8 Each SRO may assist other law enforcement officials with outside investigations concerning student(s) attending in the School District.
- 6.9 Neither SRO will be used as a school disciplinarian. Disciplining students is a School District responsibility. It is agreed and understood that the principal and appropriate school staff are responsible for investigating and determining, in their discretion, whether a student has violated School District disciplinary codes or standards and the appropriate administrative action to take. However, this must not be construed to prevent the SRO from sharing information with school administration and staff, which may aid in the determination of whether a disciplinary offense has occurred. Upon assignment, each SRO will be provided with copies of the School District's disciplinary policies and codes for each school.

Each SRO must become familiar with the School District disciplinary codes and standards.

- 6.10 Notwithstanding the previous paragraph, each SRO may enforce school rules and policies as outlined in Board of Education policies, the Student Handbook, and the Emergency Manual, in the discretion of the Superintendent or designee.
- 6.11 If the principal or school administration believes an incident may be a violation of criminal or juvenile law, the individual may advise an SRO of the incident who will then determine whether law enforcement action is appropriate.
- 6.12 An SRO may be present when School District staff conducts an administrative search pursuant to the search procedure in the School District's policy handbook.
- 6.13 At the request of the principal or the principal's designee, an SRO will assist the School District's truancy officers in enforcing truancy policies of the School District and the laws of the State of South Dakota regarding truancy. The City will continue to assist with truancy by using on-duty officers assigned to patrol.
- 6.14 Each SRO must comply with the laws of the State of South Dakota, Sturgis Police Department procedures, and shall at all times be cognizant of the SRO's role as it pertains to school district policy and the needs of school officials.
- 6.15 Should it become necessary for the SRO to conduct formal police interviews with students, the SRO will comply with the School District's Policy Manual, as well as other legal requirements of such interviews.

## **7.0 SUPPLIES, EQUIPMENT, AND FACILITIES**

The City agrees to provide each SRO with the following equipment:

- 7.1 Motor vehicle. The City will provide a patrol vehicle for each SRO.
- 7.2 The City will pay the costs of tires, liability insurance, and other expenses, associated with the operation of the vehicle.
- 7.3 Major repairs to an SRO vehicle or replacement will be the responsibility of the City.
- 7.4 Weapons, ammunition, uniforms, radio, laptop, equipment, and supplies. The City agrees to provide the standard issue firearm and ammunition for each SRO, standard issued uniforms; standard issue communication devices; and all other equipment and supplies customarily issued to a City of Sturgis Police Officer. While working in the school the SRO will be provided City issued Polo's for identification purposes.

The School District agrees to provide the following materials and facilities:

- 7.5 Office supplies. The School District agrees to provide the usual and customary office supplies and school-related forms required in the performance of SRO duties.

- 7.6 Equipment. The School District agrees to provide the SRO with a printer, and access to a copy machine.
- 7.7 Facilities. The School District agrees to provide the SRO with access to a secure private office containing a telephone line for general business purposes, and a desk with drawers, a chair, side chairs, lockable filing cabinet, and a secured storage area both at Sturgis Brown High School and Sturgis Williams Middle School.

## **8.0 EVALUATION OF THE SRO AND TRAINING**

- 8.1 It is agreed that the School District will evaluate on a quarterly basis the SRO Program and the officers assigned to the program, in a manner developed jointly by the parties. It is further understood that the School District's evaluation of the SRO is advisory only, and that the City retains the final authority to evaluate the performance of each SRO in accordance with the personnel policies of the City.
- 8.2 In the event that the School District, through its officials, believes that the SRO is not effectively performing his/her duties and responsibilities, or is not complying with the terms of this Agreement, the Superintendent will contact the Chief of Police. If the Chief of Police desires, the Superintendent/designee and the Chief of Police shall meet with the SRO to mediate or resolve any problems which may exist.
- 8.3 At the end of the school year, the SRO will provide an overview of the past year activities to the Sturgis City Council and Sturgis School Board.

## **9.0 ACCESS TO EDUCATION RECORDS AND CONFIDENTIAL INFORMATION**

- 9.1 The School District will allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- 9.2 If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials will disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
- 9.3 If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.
- 9.3 Both parties recognize that the SROs, in the course of performance with this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. The City agrees that it will not disclose, through its SROs or other City employee, any confidential information it obtains, and acknowledges that the public records requirements of SDCL Chapter 1-27 will determine the School District duties under this provision. The City further agrees to take appropriate action to prevent such disclosure by its

assigned SROs or other City employees. The confidentiality covenants contained herein survives termination or cancellation of this Agreement.

## **10.0 INSURANCE AND INDEMNIFICATION**

10.1 The City must secure the insurance specified below. All insurance secured by the City under the provisions of this section must be issued by a recognized, reputable insurance company or a risk retention group formed under the Laws of the State of South Dakota for public entities of the State of South Dakota. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the School District upon written request.

A. Workers' compensation insurance providing the statutory limits required by South Dakota law.

B. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by City in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

C. City will provide School District with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

10.2 The City agrees to hold the School District, its agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO or from the SRO Program.

## **11.0 TERM OF AGREEMENT**

11.1 This Agreement commences on September 1, 2023, and terminates on August 31, 2024.

## **12.0 TERMINATION**

12.1 The parties recognize that all or part of each SRO position may be funded by State or Federal grant money and/or by budgets funded by approval of each party's respective elected board. If either party should fail to secure essential funding for either SRO position, the party without such necessary funding may terminate this agreement upon ninety (90) days prior written notice provided to the other party. Notwithstanding the foregoing, nothing will prevent the parties from renegotiating the terms of this Agreement.

12.2 This agreement may be terminated for Cause. Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

- a. School District fails to pay City within thirty (30) calendar days, after City makes written demand through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good-faith dispute.
- b. A party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days after the non-breaching Party gives written notice describing the breach in reasonable detail. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
- c. Payment upon termination. In the event this Agreement is terminated for cause by School District, District shall pay City its remaining pro-rata fee.
- d. In the event of termination, School District agrees to compensate or assume payment for any approved expenses incurred by City in performing its work for the School District.
- e. In the event of termination of this Agreement, School District may award an Agreement for the same services to another consultant to provide the services.

**13.0 NOTICE**

13.1 Notification required pursuant to this Agreement shall be made in writing and mailed by regular U.S. mail, postage prepaid, to the following addresses. Such notification shall be deemed complete upon mailing.

**IF SENT TO THE DISTRICT:**

Superintendent  
 Meade School District 46-1  
 1230 Douglas Street  
 Sturgis, SD 57785

**IF SENT TO THE CITY:**

City of Sturgis  
 Attn: City Manager and Finance Office  
 1040 Harley-Davidson Way  
 Sturgis, SD 57785

13.2 Either party may change the address or addresses for notice on ten (10) days' written notice which complies with the above requirements for notice.

**14.0 CHOICE OF LAW AND VENUE**

14.1 The validity, performance, and enforcement of this Agreement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with the Agreement lie exclusively with the Fourth Judicial Circuit state court located in Sturgis, Meade County, South Dakota, and federal courts located in Rapid City, South Dakota.

**15.0 VOLUNTARY AGREEMENT**

15.1 The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement; that they have given due consideration to the provisions contained herein; and that they thoroughly understand and consent to all provisions herein.

**16.0 ENTIRE AGREEMENT AND MODIFICATION**

16.1 This instrument contains the entire Agreement between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or

oral, relating to the subject matter hereof. No statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

16.2 Modification. Any changes, modification, or revisions to the terms of this Agreement must be in writing and signed by both parties. Any modification must be attached to this Agreement and designated as an Exhibit.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STURGIS

\_\_\_\_\_  
Mark Marshall, Interim Executive Committee  
City of Sturgis

ATTEST:

\_\_\_\_\_  
Fay Bueno  
Sturgis Finance Officer  
The foregoing offer is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MEADE SCHOOL DISTRICT 46-1

\_\_\_\_\_  
Charles Wheeler, Board President  
Meade School District, 46-1

ATTEST:

\_\_\_\_\_  
Brett Burditt, Business Manager  
Meade School District, 46-1

## EXHIBIT A - COSTS

	SRO #1 2023	SRO #2 2023	SRO #1 2024	SRO #2 2024
Actual Wage	\$ 27.53	\$ 27.53	\$ 28.49	\$ 28.49
Anticipated COLA				3.50%
<b>Annual Wage (no Rally/No OT) (2,080 hrs)</b>	<b>\$ 57,262.40</b>	<b>\$ 57,262.40</b>	<b>\$ 59,266.58</b>	<b>\$ 59,266.58</b>
FICA and Unemployment Total	\$ 4,792.86	\$ 4,792.86	\$ 4,960.61	\$ 4,960.61
(1) Social Security (6.2%)	\$ 3,550.27	\$ 3,550.27	\$ 3,674.53	\$ 3,674.53
(2) Medicare (1.45%)	\$ 830.30	\$ 830.30	\$ 859.37	\$ 859.37
(3) Unemployment (0.72%)	\$ 412.29	\$ 412.29	\$ 426.72	\$ 426.72
SDRS (8% of gross wages = City Contribution)	\$ 4,580.99	\$ 4,580.99	\$ 4,741.33	\$ 4,741.33
Supplemental Retirement Match (\$1000 per year)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Benefits Package-Employer Portion (Health Dental Vision, AD&D) <i>Assumes an 8% increase in Benefit Package rates for 2024</i>	\$ 7,675.68	\$ 7,675.68	\$ 8,289.73	\$ 8,289.73 8.00%
Work Comp (3.41% of base wages)	\$ 1,952.65	\$ 1,952.65	\$ 2,020.99	\$ 2,020.99
<b>Annual Fringe Benefits</b>	<b>\$ 20,002.18</b>	<b>\$ 20,002.18</b>	<b>\$ 21,012.66</b>	<b>\$ 21,012.66</b>
<b>Total Annual Compensation (12 months, no Rally, no OT)</b>	<b>\$ 77,264.58</b>	<b>\$ 77,264.58</b>	<b>\$ 80,279.25</b>	<b>\$ 80,279.25</b>

<b>Monthly Compensation</b>	<b>\$ 6,438.71</b>	<b>\$ 6,438.71</b>	<b>\$ 6,689.94</b>	<b>\$ 6,689.94</b>
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*\*The below portions are part of the relevant school year. The other portions of the year are covered by either prior or future agreements.*

2023 School District Portion (4.5 months)	\$ 28,974.22	\$ 28,974.22		
2024 School District Portion (4.5 months)			\$ 30,104.72	\$ 30,104.72
Total School District Portion (2023-2024 School Year)			75.00%	\$ 118,157.87

2023 City Portion (1.5 months)	\$ 9,658.07	\$ 9,658.07		
2024 City Portion (1.5 months)			\$ 10,034.91	\$ 10,034.91
Total City Portion (2023-2024 Non-School year)			25.00%	\$ 39,385.96
<b>2023-2024 Total Amount</b>				<b>\$ 157,543.83</b>

<b>2023-2024 SRO Agreement Amount</b>				<b>\$ 118,157.87</b>
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### 2023-2024 School Year Auxillary Costs for Service (Costs currently 100% absorbed by City)

Vehicles	\$10,000.00
Equipment	\$5,000.00
Fuel	\$4,400.00
DARE Materials, etc	\$4,000.00
School Related Training	\$5,000.00
Total Auxillary Costs	\$28,400.00

Actual Total Costs under 2023-2024 SRO Agreement	Actual Cost	Percentage
Total City Cost (Includes Auxillary Costs)	\$ 67,785.96	36.46%
Total School District Cost	\$ 118,157.87	63.54%
<b>Actual Total</b>	<b>\$ 185,943.83</b>	<b>100.00%</b>

### Historical Information

2022-2023 Contract Amount	\$67,986.70	2 officers
2021-2022 Contract Amount	\$ 59,832.00	2 officers
2020-2021 Contract Amount	\$ 47,479.00	1 officer
2019-2020 Contract Amount	\$ 44,115.00	1 officer
2018-2019 Contract Amount	\$ 43,250.00	1 officer
2017-2018 Contract Amount	\$ 43,250.00	1 officer
2016-2017 Contract Amount	\$ 43,250.00	1 officer
2015-2016 Contract Amount	\$ 42,000.00	1 officer
2014-2015 Contract Amount	\$ 42,000.00	1 officer
2013-2014 Contract Amount	\$ 42,000.00	1 officer

# School Resource Officer Program Agreement

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the MEADE SCHOOL DISTRICT 46-1 and the MEADE COUNTY SHERIFF'S OFFICE, 1425 Main Street, Sturgis, SD 57785.

## RECITALS

WHEREAS, the Sheriff oversees the Meade County Sheriff's Deputy's;

WHEREAS, this Agreement will often refer to the Meade County Sheriff's Office as "Law Enforcement" for ease of reference;

WHEREAS, This Agreement will often refer to the Meade School District 46-1 as "School" for ease of reference.

WHEREAS, Law enforcement agrees to provide the Meade School District 46-1 a School Resource/Liaison Officer (hereinafter referred to as "SRO") Program in the School; and

WHEREAS, the Meade School District 46-1 and Law Enforcement desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO's in the Piedmont Valley Elementary.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the Parties mutually agree as follows:

### 1. Cost of the SRO Program.

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The Meade School District 46-1 will reimburse the Meade County Sheriff's Office for 50% of the actual wages of the Meade County Sheriff's Deputy for a nine-month school year. This wage will include any overtime worked by the SRO for each period. The invoice for payment in the amount of \$36,294.27 (50% of the Deputy's 9-month salary) will be submitted by the Meade County Sheriff's Office April 15, 2024.

- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The Meade School District 46-1 will reimburse Law Enforcement for up to a total of \$1000.00 annually for training cost when the SRO participates in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to, travel, lodging, per diem, and tuition.

**2. Employment of School Resource Officers.**

- A. The SRO shall be employees of Law Enforcement and shall be subject to the administration, supervision, and control of Law Enforcement.
- B. The SRO shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and condition of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of Law Enforcement, Piedmont Valley Elementary, and the Meade School District 46-1 shall make recommendations for the SRO positions to the Sheriff who shall assign such Deputies. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Sheriff assign a different deputy as the SRO for that School.
- E. SRO Assignments
  - 1. Piedmont Valley Elementary School will have one assigned SRO.
  - 2. Substitutions will be made in consultation with the school administration affected and will only be on a temporary basis.

**3. Duty Hours**

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for the SRO to attend after-school activities, such as sporting events and dances.
- B. Law Enforcement shall retain the authority to assign the SRO to different duties and remove from the school as needed based on the needs of Law Enforcement or the availability of manpower.
- C. It is understood and agreed that time spent by the SRO attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this

Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.

- D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the Piedmont Valley Elementary School to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence.

#### **4. Goals of the SRO Program.**

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, families, and community members. The Program is designed to fulfill three overall roles:

##### **A. Law Enforcement**

##### **B. Fostering Positive School Climate/Crime Prevention/ Mentor/ Role Model**

##### **C. Education**

- A. **Law Enforcement** – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a Law Enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.
- B. **Fostering Positive School Climate/ Crime Prevention/ Mentor/ Role Model**- One of the primary role's SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.
- C. **Education**- SROs should participate in the school community by becoming a member of the educational team and administrative staff, where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

## **5. Duties of School Resource Officers**

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors, or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers, and other school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials. Materials will be approved by the Sheriff.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to School code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, as SRO may be assigned cases originating outside school which may involve students from their assigned schools.

- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc. that aid students. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
  - Drugs and the law – Adult and juvenile
  - Alcohol and the law – Adult and juvenile
  - Sexual assault prevention
  - Safety programs – Adult and juvenile
  - Online safety and citizenship; and
  - Assistance in other crime preventions programs as assigned.
- O. The SROs will wear approved department uniform to include vests, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The Sheriff and the principal shall jointly set expectations and resolve disputes in this area.
- P. The SROs will wear their department-authorized duty weapons in accordance with department policy.
- Q. The SRO's will be required to take certain calls as needed in the area of Piedmont and along the I-90 corridor.

**6. Chain of Command.**

- A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

**7. Access to Education Records.**

- A. School Officials shall allow law enforcement to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Law enforcement and school officials are permitted to openly share information in accordance with the standing 4<sup>th</sup> Circuit Judicial Order allowing

such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.

C. Law Enforcement should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

**8. Terms of Agreement.**

The initial term of this Agreement is one year commencing on the \_\_\_\_ day of August 2023 and ending on the \_\_\_\_ day of May, 2024. However, should any Party encounter budgetary or manpower constraints that make the continuation of this agreement impractical, then any Party may cancel this agreement upon thirty days' notice to the others. Following the initial, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day and year first written above.

**MEADE SCHOOL DISTRICT 46-1**

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**MEADE COUNTY SHERIFF**

*Pat West / 8-14-2023*

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**PAT WEST**

**ATTEST:**

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**(SEAL)**



# Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2023 we've partnered with more than 3,700 clients in all 50 states to build their website, custom mobile app, and themass notification system.

## What Makes Us Different

### 1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need any programming knowledge** to update your district's website, app, or mass notification system. Now, you can promote your success stories across all communication channels right from your smartphone.

### 2 The User Experience for Your Community

Wherever your community engages with you online, **they'll be able to do so with ease.** No more pinching and pulling to view your website on a smartphone or being redirected somewhere else within your mobile app.

### 3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast, and easy support has earned Apptegy an unheard of **99% client retention rate.**



I have to tell you, this platform is **GREAT.** Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the app.



All of you at Apptegy have been **absolutely wonderful to work with.** We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!





# Scope & Deliverables

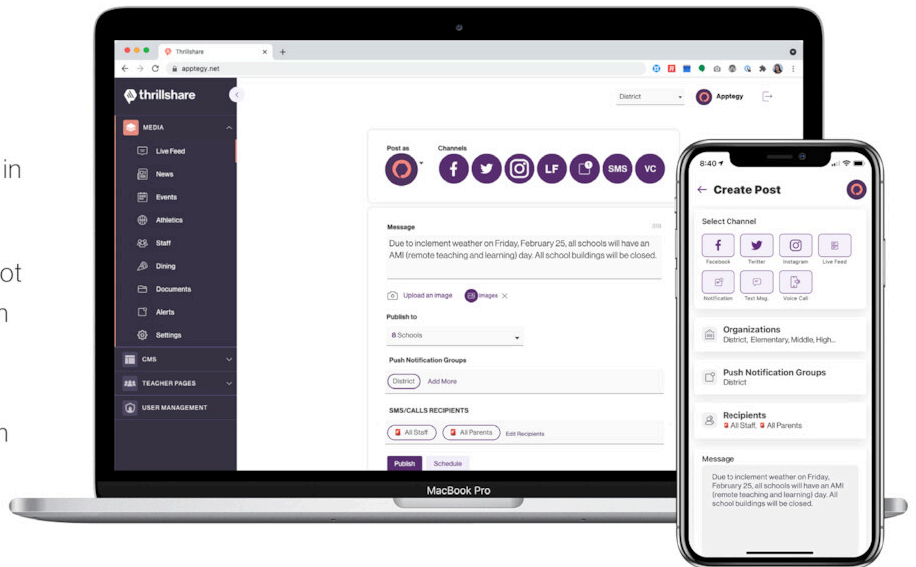
At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

## Publishing Platform

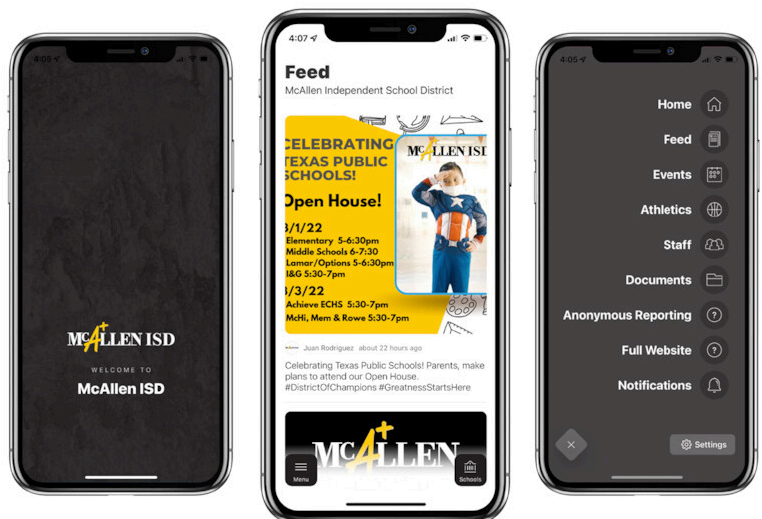
From the beginning, Thrillshare was designed to contain all your district communication channels in one place.

Built specifically for school districts, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and your alerts and notification system. Keeping information up-to-date is **as easy as it gets**, from the lunch menu to your calendar and news.



## Mobile Apps

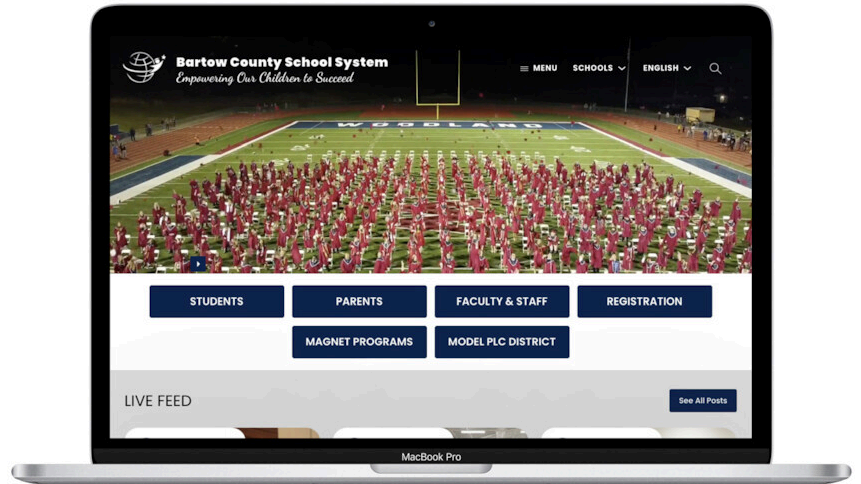
We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights parents and community members means they will continue to come back to the app for meaningful information.





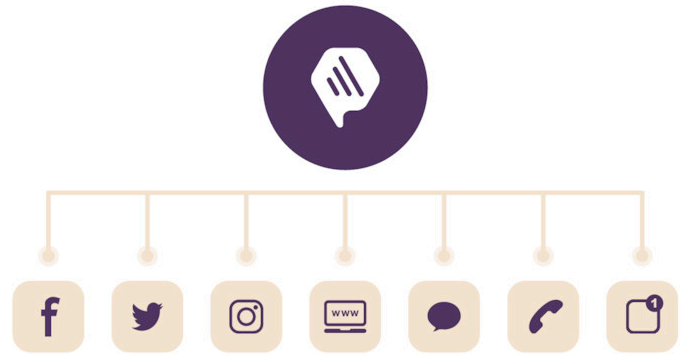
## Websites

We will work with you to understand how you want your district brand to come across by creating a new website. Within your common branding, each school webpage can be customized, using the school's specific colors, mascots, logos, etc. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



## Alerts

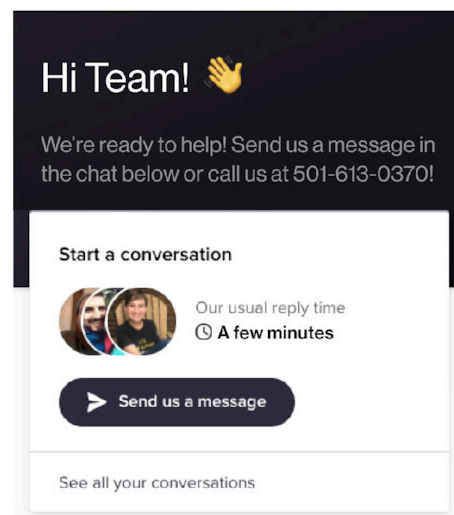
In order to save you time, we can automatically **sync with your Student Information System** so you can send out text, phone and email notifications. Easily send and schedule recurring alerts like attendance calls. Plus, with state-of-the-art technology, your text, email and voice calls can be automatically translated.



## Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for the district.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



# I. Estimated Transition Timeline

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## **Kick-off**

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

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## **Design**

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

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## **Development & Content Migration**

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

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## **Training Sessions**

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

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## **Launch Campaign**

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

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## **Support**

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



## II. Order Form

Client Name: Meade School District 46-1, SD			
Address: 1230 Douglas St, Sturgis		Email: wayne.wormstadt@k12.sd.us	
South Dakota 57785		Phone: +1 605-347-2523	
Description	Price	Qty	Subtotal
<b>Mobile App Development (one-time)</b> One-time app development for iOS and Android apps for the District + 7 campuses *Billed one-time	\$13,000	1	\$13,000
<b>App Development Discount (one-time)</b> Discounting app development for agreement signed by August 31, 2023	-\$5,000	1	-\$5,000
<b>Multi Year Discount (one-time)</b> Waived campus cost for districts under 2,500 students	-\$800	1	-\$800
<b>Thrillshare (annual)</b> Thrillshare Publishing Platform (desktop and mobile) for ~3100 students  *Billed and payable in full annually  *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term (see Terms for more info)	\$16,475	3	\$49,425
<b>Website design and hosting</b> Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
<b>Alerts</b> Unlimited text, voice, and email alerts Included in Thrillshare cost  *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$0	1	\$0
<b>Support, service, and training</b> Included in Thrillshare cost	\$0	1	\$0
<b>Static content migration</b> Included in Thrillshare cost	\$0	1	\$0




### III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$56,625.00
Client Start Date October 31, 2023	\$7,200 (One-time development) + \$16,475 (Annual)
October 31, 2024	\$16,475 (annual)
October 31, 2025	\$16,475 (annual)
October 31, 2026	\$16,475 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client


By:   
2023-08-31 12:18:07 (PDF)

Name: Wayne Wormstadt

Title: Superintendent

Date: August 31, 2023

Apptegy, Inc.

By:   
2023-08-30 17:54:00 (PDF)

Name: Anna-Lee McSpadden

Title: Sales Representative



## Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

**1. Integration with Other Documents.** This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

**2. Services; License.** During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

**3. Fees.** Client will pay to Apptegy all fees set out in the Order Form. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s) (as defined below). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Five Percent (5%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

**4. License Term.** The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

**5. Performance Terms.** In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

**6. Carrier Restrictions.** Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

**7. TCPA/CTIA Compliance.** Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA;

Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

**8. COPPA Notice and Compliance.** Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services;

posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

**9. Accessibility Compliance.** Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

**10. Third Party Functions.** Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

**11. Disclaimers; Limited Liability.** Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

**12. Intellectual Property.** Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

**13. Compliance with Laws.** The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

**14. Miscellaneous.** The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.

Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.



# Invoice

**Date** 7/28/2023  
**Invoice #** 368709

Intrado Interactive Services Corporation  
 11650 Miracle Hills Dr  
 Omaha, NE 68154  
 Phone: 888-527-5225 | Fax: 800-360-7732

**Ship To**  
 Meade School District 46-1  
 12940 E Hwy. 34  
 Sturgis SD 57785  
 United States

**Bill To**  
 Accounts Payable  
 Meade School District 46-1  
 1230 Douglas St  
 Sturgis SD 57785-1869  
 United States

Item	Quantity	Description	Unit Price	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	6,392.00	6,392.00
				<b>Total</b> 6,392.00

7/28/23  
 368709  
 6,392.<sup>00</sup>  
 21 2410 600 472 000 400

Please make checks payable to: Intrado Interactive Services Corporation.

**Total** 6,392.00  
**Amount Due** 6,392.00

Remit Payment to:

Intrado Interactive Services Corporation  
 EDUCATION DIVISION  
 PO BOX 74007082  
 Chicago, IL 60674-7082

**Terms** Net 30

Beneficiary Account No:

334037144268  
 061000052

**Due Date** 8/27/2023

**PO #**

368709

Invoice #:

Routing #:

The terms and conditions available at <https://www.schoolmessenger.com/webterms> apply to this invoice, unless the parties have entered into a separate mutually executed agreement

## Notice of one year agreement

Wormstadt, Wayne

Thu 8/17/2023 8:28 AM

To:carrie.moore@schoolmessenger.com <carrie.moore@schoolmessenger.com>

Cc:Lalicker, Adam <Adam.Lalicker@k12.sd.us>;Ludwick, Tanya <Tanya.Ludwick@k12.sd.us>;Birner, Jaquelin <Jaquelin.Birner@k12.sd.us>

📎 1 attachments (39 KB)

20230817085435586.pdf;

Carrie, (phone 618-623-2728)

Thank you for your time this morning. In recap:

1. We will only renew for the one year agreement from July 1, 2023 through June 30, 2024.
2. Do not auto renew the Meade School District for July 1, 2024.

Also, I would like to set up a demo for web design that integrates School Messenger services. Our new website must be up and running by February 1st.

Could we have the Demo on Thursday, August 24<sup>th</sup> at 10 or 11 AM MDT?

Thank you,

Wayne Wormstadt  
Superintendent  
Meade School District 46-1  
Office (605) 347-2523 ext. 1  
Cell (605) 490-0750



"We make a living by what we get, but we make a life by what we give."

Winston Churchill

### Confidentiality Notice:

*This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is confidential. This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipient(s) named above. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.*

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**From:** Meadeschool@copier.com <Meadeschool@copier.com>

**Sent:** Thursday, August 17, 2023 6:54 AM

**To:** Wormstadt, Wayne <Wayne.Wormstadt@k12.sd.us>

**Subject:** Message from "RNP583879339F27"

# Memorandum of Understanding

## Meade School District 46-1 and Elk Creek Conservation District

1. The Meade School District agrees to let the Elk Creek Conservation District use the building referred to as the tree shed for the purposes of storing and distributing trees through their conservation program for the 2024-2034 calendar years.
2. The Meade School District agrees to perform the standard maintenance and upkeep of the building. If any special or unusual modifications are required related to the storage or distribution of trees, the Elk Creek Conservation District will be responsible for these modifications or improvements with the consent of the Meade School District.
- ~~3. The Meade School District will pay all utilities and other associated expenditures on the structure. ~~except during the months, the trees are being stored in the building. The Elk Creek Conservation District agrees to pay a prorated share of the electricity during the months the trees are being stored in the building. This amount will be determined with the consent of both parties.~~~~

---

Meade School District                      Date  
School Board President

---

Elk Creek Conservation District                      Date



# iAspire

# Estimate

# EST-2137

PO Box 1122  
Carmel, Indiana 46082  
TAX ID #: 27-4401920

### Bill To

**Meade School District 46-1**

Wayne Wormstadt  
Douglas St  
Sturgis, South Dakota 47785

Estimate Date : 08.11.2023

Expiration Date : 09.13.2023

Item & Description	Qty	Rate	Discount	Amount
New Account Setup A customer success specialist will be assigned to provide white glove onboarding service to get you started with iAspire. This includes an initial onboarding call, account creation and configuration, uploading your staff list with designated titles and participation roles, as well as monthly customer success touch points to make sure you're getting the most from your iAspire subscription.	1.00	2,500.00	0.00	2,500.00
2023/2024 iAspire Education (Retention) License active 07/2023 through 06/2024. All existing recognition cadences, pulse surveys, and stay surveys are included. Pricing for additional custom experiences available upon request. <b>**NEW SCHOOL DISCOUNT APPLIED**</b>	400.00	40.00	25.00%	12,000.00
			<b>Sub Total</b>	<b>14,500.00</b>
			<b>Total</b>	<b>\$14,500.00</b>

### Notes

We look forward to working with you!

### Terms & Conditions

To receive the NEW SCHOOL 25% discount special offer, a signed copy of this estimate must be received no later than August 25, 2023 and full payment must be received no later than THIRTY DAYS AFTER INVOICING. In the event payment is not received by the Invoice Due Date, the NEW SCHOOL discount will no longer be valid, and the entire UNDISCOUNTED license fee is required. We hope you can understand that we cannot offer the NEW SCHOOL discount and extended payment terms. Full terms and conditions and privacy policy can be found at [www.iaspireapp.com](http://www.iaspireapp.com).

Authorized Signature \_\_\_\_\_



# Meade School District LEA Comprehensive Plan Program Narrative 2023-2024

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

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

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

1. FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

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

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

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

In addition, Meade School District will make FAPE available to children from birth to three who qualify for prolonged assistance. For students with disabilities who turn 21 during the fiscal year the district will provide FAPE until June 30.

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

The district will apply whatever federal, state, local, and private funds are available to meet its obligations for the provision of FAPE and must ensure that FAPE is provided at no cost to parents and without delay. The district may bill Medicaid for services provided for eligible students.

4. Residential placement; 300.104; ARSD 24:05:19:08

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

**5. Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19**

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

**6. Extended school year services; 300.106; ARSD 24:05:25:26**

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

**7. Non Academic services; 300.107; ARSD 24:05:28:06**

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

**8. Physical education; 300.108; ARSD 24:05:28:08**

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

**9. Program options; 300.110; ARSD 24:05:28:04**

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

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

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

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

Meade School District, has in effect policies and procedures to ensure that all children with disabilities who reside within the boundaries of the district member districts and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. The district uses a Student Solutions Team (SST) process to allow parents and teachers to refer students for a special education evaluation if necessary. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend religious elementary and secondary schools, and children receiving alternate instruction under SDCL 13-27-3 in schools within the jurisdiction of the district. Child find includes ongoing efforts to identify pre-school and school age students with disabilities through the referral and evaluation procedures, as well as our periodic screening of preschoolers who may be experiencing developmental delays.

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

1. Private school children with disabilities.

The activities undertaken to carry out the responsibilities for private school children with disabilities is similar to activities undertaken for children with disabilities in public schools. Meade School District ensures that the child find process is designed to (1) the equitable participation of parentally-placed private school children; and (2) an accurate count of those children. The child find process shall be completed in a time period comparable to that for students attending public schools in the district.

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

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

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

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

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

The district ensures that children who reside within the school district and are highly mobile, including migrant children, are subject to child find requirements. The district has a system in place to review files of students moving into the district and has a pre-referral process in place to determine needs for students.

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

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

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

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

Meade School District ensures each student's individualized education program will include:

- (1) A statement of the student's present levels of academic achievement and functional performance, including:
  - (a) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students); or
  - (b) For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities;
- (2) A statement of measurable annual goals, including academic and functional goals, designed to:
  - (a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and
  - (b) Meet each of the student's other educational needs that result from the student's disability;For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives;
- (3) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
  - (a) To advance appropriately toward attaining the annual goals;
  - (b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and

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

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

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

(a) The student cannot participate in the regular assessment; and

(b) The particular alternate assessment selected is appropriate for the student;

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

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

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

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

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

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

## **2. Transition services; 300.320(b); ARSD 24:05:27:13.02**

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

Transition services that are a coordinated set of activities for a student with a disability, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student's movement from school to post school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based on the individual student's needs, taking into account the student's strengths, preferences and interests, and shall include instruction, related services, community experiences, the development of employment and other post school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

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

## **3. Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03**

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

## **4. The IEP team; 300.321; ARSD 24:05:27:01.01**

Meade School District ensures that the IEP team for each student with disabilities include the following members:

(1) The parents of the student;

(2) Not less than one regular education teacher of the student if the student is, or may be, participating in the regular education environment;

(3) Not less than one special education teacher of the student or, if appropriate, at least one special education provider of the student;

(4) A representative of the school district who:

(a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;

(b) Is knowledgeable about the general education curriculum; and

(c) Is knowledgeable about the availability of resources of the school district.

(5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section;

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

(7) If appropriate, the student; and

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

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

#### **5. Parent participation in the IEP; 300.322; ARSD 24:05:25:16**

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

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

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

#### **6. When the IEP must be in effect; 300.323; ARSD 24:05:25:22**

Meade School District ensures if the child is determined to be in need of special education or special education and related services, the IEP team shall develop an appropriate individual education program for the child. At the beginning of each school year thereafter, the district must have in effect an IEP for each child with disabilities within its jurisdiction. For children beginning at age three, an IEP shall be in effect by that date. If a child's third birthday occurs during the summer, the IEP team shall determine the date when services under the IEP will begin.

#### **7. Development of the IEP; 300.324; ARSD 24:05:27:01.02**

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

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

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

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

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

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

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

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

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

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

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

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

- 1. A continuum of alternative placements; 300-115; ARSD 24:05:28:02**
- 2. Placements; 300.116; ARSD 24:05:28:03**
- 3. Non-academic settings, 300.117; ARSD 24:05:28:06**
- 4. Children in public or private institutions; 300.118; ARSD 24:05:28:07**
- 5. Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11**
- 6. Monitors placements, 300.120; ARSD 24:05:28:12**
- 7. Individual educational programs for students placed in private schools (out of district placements). 24:05:27:10**
- 8. A continuum of alternative placements; 300-115; ARSD 24:05:28:02**

**1. The continuum of regular educational programs/placements;**

Resource rooms  
Self-contained programs;  
Separate day school programs;  
Residential school programs;  
Home and hospital programs;  
Other settings.

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

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

**2. Placements; 300.116; ARSD 24:05:28:03**

The IEP team will ensure the following:

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

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

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

**4. Children in public or private institutions; 300.118; ARSD 24:05:28:07**

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

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

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

**6. Monitors placements, 300.120; ARSD 24:05:28:12**

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

**7. Individual educational programs for students placed in private schools (out of district placements). 24:05:27:10**

Before Meade School District places or refers a child in need of special education or special education and related services to a private school, facility, or a contracting district, the district shall initiate and conduct an IEP team meeting to develop an individual educational program for the child in accordance with district procedures. The district shall ensure that a representative of the private school or facility attends the IEP team meeting. If the representative of the private school or facility cannot attend the IEP team meeting, the district shall use other methods to ensure participation, including individual or conference telephone calls. After a child in need of special education or special education and related services enters a private school or facility, any meetings to review and revise the child's individual educational program may be initiated and conducted by the private school or facility at the discretion of the district. If the private school or facility initiates and conducts these meetings, the district shall ensure that the parents and a district representative are involved in any decision about the child's individual educational program and agree to any proposed changes in the program before those changes are implemented. Even if a private school or facility implements a child's individual educational program, responsibility for compliance with this section remains with the school district and the department.

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

Meade School District ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document and consistent with South Dakota Administrative Rule. Specific reference includes:

1. Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
2. Independent educational evaluations; 300.502; ARSD 24:05:30:03
3. Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
4. Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
5. Use of electronic mail; 300.505; ARSD 24:05:30:06.03
6. Availability of mediation; 300.506; ARSD 24:05:30:09
7. Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
8. Resolution process; 300.510; ARSD 24:05:30:08.09-.12
9. Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
10. Hearing rights; 300.512; ARSD 24:05:30:12
11. Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
12. Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
13. Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
14. Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
15. Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
16. Determination of setting; 300.531; ARSD 24:05:26:09.2

- 17. Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05**
  - 18. Placement during appeals; 300.533; ARSD 24:05:26:09.06**
  - 19. Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14**
  - 20. Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15**
  - 21. Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01**
- 1. Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02**

Meade School District ensures the parents of a child in need of special education or special education and related services shall be afforded an opportunity to inspect and review all education records concerning the identification, evaluation, and educational placement of the child and the provisions of a free appropriate public education to the child.

**2. Independent educational evaluations; 300.502; ARSD 24:05:30:03**

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

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

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

The district will provide to the parents, upon written request for an independent educational evaluation, evaluator qualifications, geographical boundaries to obtain the independent educational evaluation and the cost. The district will allow parents to demonstrate unique circumstances to justify deviating from individual education evaluations criteria.

If the parent requests an independent educational evaluation at public expense, Meade School District, without unnecessary delay, either file a due process complaint to request a hearing under this chapter to show that its evaluation is appropriate or ensure that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria. If the district files a due process complaint to request a hearing under this chapter and the final decision is that the evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense. A parent is entitled to only one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

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

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

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

**3. Prior written notice; content of notice; 300.503; ARSD 24:05:30:04**

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

**4. Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02**

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

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

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

The district special education website posts a link to the procedural safeguards document to afford access to the public.

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

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

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

**5. Use of electronic mail; 300.505; ARSD 24:05:30:06.03**

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

**6. Availability of mediation; 300.506; ARSD 24:05:30:09**

The district will ensure parties are allowed to mediate disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

- (1) The district will ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party's right to a hearing on a parent's due process complaint, or to deny any other rights afforded under this article; and
- (2) The mediation conference is an intervening, informal process conducted in a non-adversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

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

**7. Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01**

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

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

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

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

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

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

The resolution meeting need not be held if:

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

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

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

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

**9. Impartial due process hearing; 300.511; ARSD 24:05:30:09.04**

If a due process complaint is received under this chapter, the parents and Meade School District involved in the dispute will have an opportunity for an impartial due process hearing, consistent with the procedures in this article.

**10. Hearing rights; 300.512; ARSD 24:05:30:12**

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

- (1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a non-attorney at a hearing;
- (2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- (3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
- (4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and
- (5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory council and shall make those findings and decisions available to the public.

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

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

A parent or the district, if aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01, may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

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

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

#### **12. Status of child during due process proceedings; 300.518; ARSD 24:05:30:14**

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

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

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

#### **13. Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15**

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

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

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

The Special Education Director or designee will appoint surrogate parents.

Meade School District will ensure that a person selected as a surrogate has no personal or professional interest that conflicts with the interest of the child the surrogate represents and has knowledge and skills that ensure adequate representation of the child. The district is responsible for the training and certification of surrogate parents and shall maintain a list of persons who may serve as surrogate parents.

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

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

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

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

**14. Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01**

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

- (1) The school district will provide any notice required by this article to both the individual and the parents;
- (2) All other rights accorded to parents under this article transfer to the child; and
- (3) All rights accorded to parents under this article transfer to children who are incarcerated in an adult or juvenile, state, or local correctional institution.

If a state transfers rights under this section, the district will notify the individual and the parents of the transfer of rights. If, consistent with state law, an eligible child is determined not to have the ability to provide informed consent with respect to the educational program of the child, the district will appoint the parent or, if the parent is not available, another appropriate individual to represent the educational interests of the child throughout the child's eligibility under this article.

**15. Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03**

Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the district, the parent, and relevant members of the student's IEP team, as determined by the parent and the district, will review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- (1) Whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- (2) Whether the conduct in question was the direct result of the district's failure to implement the IEP.

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

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

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

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

**16. Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05**

The parent of a child with a disability who disagrees with any decision regarding:

1. Placement under these procedures, or
2. The manifestation determination may request a hearing by filing a due process complaint consistent with this document.

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

**17. Placement during appeals; 300.533; ARSD 24:05:26:09.06**

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

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

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

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

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

1. The parent of the student has expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services
2. The parent of the student has requested an evaluation of the student pursuant to this article; or
3. The teacher of the student, or other personnel of the district or other public agency has expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of the district or to other supervisory personnel of the district.

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

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

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

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

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

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

**20. Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01**

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

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

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

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

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

- 1. Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01**
- 2. Initial evaluations; 300.301; ARSD 24:05:25:03**
- 3. Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03**
- 4. Re-evaluations; 300.303; ARSD 24:05:25:06**
- 5. Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04**
- 6. Determining eligibility; 300.306; ARSD 24:05:25:04.03**
- 7. Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12**

### **1. Parental consent**

Before Meade School District proposes to conduct an initial evaluation to determine whether a child qualifies as a child with a disability will, after providing notice consistent with chapter 24:05:30, obtain informed consent from the parent of the child before conducting the evaluation.

1. Parental consent for initial evaluation may not be construed as consent for initial provision of special education and related services.
2. The school district will make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability.
3. To meet the reasonable efforts requirement in this section, the district will document its attempts to obtain parental consent using the procedures in § 24:05:25:17.

Before conducting a reevaluation of an eligible child, parental consent is required, unless:

1. Meade School District can demonstrate that it has taken reasonable measures to obtain consent, and the child's parent has failed to respond; and
2. Meade School District documents its efforts to obtain consent by using the procedures consistent with § 24:05:25:17.
3. If the parent refuses to consent to the reevaluation, the school district may, but is not required to, pursue the reevaluation by using the consent override procedures described in chapter 24:05:30 including mediation and due process hearing procedures.

### **2. Initial Evaluations; (Pre Placement evaluations, ARSD 24:05:25.03)**

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

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

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

### **3. Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03**

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

#### **4. Re-evaluations; 300.303; ARSD 24:05:25:06**

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

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

Reevaluations must be completed within 25 school days after receipt by the district of signed consent to reevaluate unless other time limits are agreed to by the school administration and the parents consistent with § 24:05:25:03.

Meade School District will follow the procedures under § 24:05:25:04.02 when reevaluating a student for the additional purposes of:

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

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

#### **5. Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04**

Meade School District will ensure, at a minimum, that evaluation procedures include the following:

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

- (a) Are used for the purposes for which the assessments or measures are valid and reliable; and
  - (b) Are administered by trained and knowledgeable personnel in conformance with the instructions provided by their producer;
- (2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;
- (3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment accurately reflects the child's aptitude or achievement level or whatever other factors the assessment purports to measure, rather than the child's impaired sensory, manual, or speaking skills except where those skills are the factors which the assessment purports to measure;
- (4) No single measure or assessment is used as the sole criterion for determining eligibility or an appropriate educational program for a child;
- (5) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the child, including information provided by the parents, that may assist in determining:
- (a) Whether the child is a child with a disability; and
  - (b) The content of the child's IEP, including information related to enabling the child:
    - (i) To be involved in and progress in the general education curriculum; or
    - (ii) For a preschool child, to participate in appropriate activities;
- (6) Technically sound instruments, assessment tools, and strategies are used that:
- (a) May assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and

- (b) Provide relevant information that directly assists persons in determining the educational needs of the child;
- (7) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; and
- (8) The evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with § 24:05:25:03.01, to ensure prompt completion of full evaluations.

**6. Determining eligibility; 300.306; ARSD 24:05:25:04.03**

Upon completing the administration of assessments and other evaluation measures as required by this chapter, the individual education program team and other qualified individuals will determine whether the student is a student with a disability, and will determine the educational needs of the child, as defined in this article. The district will provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent. A student may not be determined to be a student with a disability if the determinant factor for that decision is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in ESEA, or lack of appropriate instruction in math or limited English proficiency and if the student does not otherwise meet the eligibility criteria under chapter § 24:05:24.01.

In interpreting evaluation data for the purpose of determining eligibility and determining the educational needs of the child in making placement decisions, including decisions regarding preschool children, the district will do the following:

- i. Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior;
- ii. Ensure that information obtained from all of these sources is documented and carefully considered;
- iii. Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
- iv. Ensure that the placement decision is made in conformity with the least restrictive environment rules in district policy; and
- v. Ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.

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

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

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

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

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

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

- (a) The instructional strategies used and the student-centered data collected; and
- (b) The documentation that the child's parents were notified about:

- (i) The state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided.
  - (ii) Strategies for increasing the child's rate of learning; and
  - (iii) The parent's right to request an evaluation;
- (8) If using the discrepancy model, the group finds that the child has a severe discrepancy of 1.5 standard deviations between achievement and intellectual ability in one or more of the eligibility areas, the group shall consider regression to the mean in determining the discrepancy; and
- (9) If using the response to intervention model for eligibility determination, the group shall demonstrate that the child's performance is below the mean relative to age or state approved grade level standards.

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

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

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

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

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

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

Meade School District will annually notify parents of students currently in attendance at the agency or institution of their rights under the Family Educational Rights and Privacy Act (Act) and this section. The notice must inform the parent or eligible student that the parent or eligible student has a right to do the following:

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

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

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

**2. Access rights; 300.613; ARSD 24:05:29:04**

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

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

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

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

**3. Record of Access; 300.614; ARSD 24:05:29:05**

Meade School District will keep a record of parties obtaining access to education records collected, maintained, or used under this section, except access by parents and authorized employees of the district, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

A parent or eligible student may inspect this record on request.

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

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

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

The district will provide parents on request a list of the types and locations of education records collected, maintained, or used by the district.

**6. Fees for copies of records; 300.617; ARSD 24:05:29:08**

The district may charge a fee for copies of records which are made for parents under this section if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The district may not charge a fee to search for or retrieve information under this section.

**7. Amendment of records at parents' request; 300.618; ARSD 24:05:29:09**

A parent who believes that information in education records collected, maintained, or used under these rules is inaccurate or misleading or violates the privacy or other rights of the student may request the district which maintains the information to amend the information.

Meade School District will decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request. If the district decides to refuse to amend the information in accordance with the request, it will inform the parent of the refusal and advise the parent of the right to a hearing.

**8. Opportunity for a hearing; 300.619; ARSD 24:05:29:10**

Meade School District will, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

**9. Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12**

At a minimum, the district's hearing procedures must include the following elements:

- a. The hearing must be held within 30 days after the district received the request, and the parent of the student or eligible student will be given notice of the date, place, and time 5 days in advance of the hearing;
- b. The hearing may be conducted by any party, including an official of the district, who does not have a direct interest in the outcome of the hearing;
- c. The parent of the student or eligible student will be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or be represented by individuals of his choice at his own expense, including an attorney;
- d. The district will make its decision in writing within 30 days after the conclusion of the hearing; and
- e. The decision of the district will be based solely upon the evidence presented at the hearing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it will amend the information accordingly and inform the parents in writing.

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it will inform the parents of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the district. Any explanation placed in the records of the student under this section must be maintained by the district as part of the records of the student as long as the record or contested portion is maintained by the district. If the records of the student or the contested portion is disclosed by the district to any party, the explanation must also be disclosed to the party.

**10. Parental Consent for release of records; 300.622; ARSD 24:05:29:13**

Parental consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies collecting or using the information under article 24:05 or used for any purpose other than meeting a requirement under this chapter, unless the information is contained in education records and the disclosure is authorized without parental consent under FERPA. The district may not release information from education records to participating agencies without parental consent except as follows:

- (1) Meade School District may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in subdivision of this section; and
- (2) When Meade School District discloses the education records of a student pursuant to subdivision (1) of this section will make a reasonable attempt to notify the parent of the student or the eligible student at the last known address of the parent or eligible student, unless the disclosure is initiated by the parent or eligible student. (3). If Meade School District includes in its annual notice of parent's rights that it is the policy of the district to forward education records on request to a school in which a student seeks or intends to enroll, then the district does not have to provide any further notice of the transfer of records.

Notwithstanding the FERPA exceptions for releasing information from education records without parental consent, including the annual notice provision, if a student is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

When Meade School District receives personally identifiable information from another educational agency or institution, it may make further disclosures of the information on behalf of the educational agency without the prior written consent of the parent or eligible student if the conditions of subdivisions (1) and (2) of this section are met and if the educational agency informs the party to whom disclosure is made of these requirements.

**11. Safeguarding of records; 300.623; ARSD 24:05:29:14**

Meade School District will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. Officials in the district will assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the provisions of this section concerning personally identifiable information.

The district will maintain for public inspection a current listing of the names and positions of those employees within the district who may have access to personally identifiable information on student in need of special education or special education and related services.

**12. Destruction of information; 300.624; ARSD 24:05:29:15**

The district will inform parents when personally identifiable information collected, maintained, or used under this section is no longer needed to provide educational services to the student. The information no longer needed must be destroyed at the request of the parents. However, a permanent record of the student's name, address, and phone number, the student's grades, attendance record, classes attended, and grade level completed may be maintained without a time limit.

**13. Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16**

All of the parental rights in this section are extended to the child upon reaching the age of 18 unless the child has been declared incompetent by the courts, consistent with the transfer of student rights at age of majority, including taking into consideration the type or severity of a child's disability.

**14. Enforcement; Policy and Procedure; 300.626; ARSD 24:05:29:17**

The department of education, special education programs, is the entity responsible for ensuring Meade School District complies with the requirements on confidentiality of information through on-site monitoring, approval of comprehensive plans, and complaint resolution. Sanctions for noncompliance include the disapproval of local special education programs and the withholding of state and federal funds.

**15. Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05**

The district will cooperate in the U.S. Secretary of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the states, health and educational information regarding those children.

**SECTION IX: Transition from Part C to Part B, 34 C.F.R. § 300.124; ARSD 24:05:27:21**

Meade School District ensures that children participating in early intervention programs under Part C, and who will participate in preschool programs under Part B experience a smooth and effective transition to district preschool programs. Further, each eligible child with a disability will have in place at the time of their third birthday, an appropriate IEP or IFSP for the provision of special education and related services has been developed and implemented. The district participates in transition planning conferences as coordinated by the local Part C agency.

The State Part C coordinator contacts the district to alert them of the child turning 3. Several months before a B-3 child turns 3, the district will initiate evaluation procedures to determine potential eligibility for Part B and they will hold an eligibility meeting at least 90 days, but not more than 9 months prior to the child turning 3. This evaluation planning includes contact and input from the child's family. When the child turns 3, the district will begin monitoring progress through quarterly progress notes.

**SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32**

Meade School District ensures compliance with 34 CFR 300.129 through 300.148, governing private school placements within the boundaries of the district, Through consultation with private school representatives, the district ensures that it will locate, identify and evaluate all children with disabilities who are enrolled by their parents in a private school within the district's boundaries. For all eligible students with disabilities enrolled in private schools by their parents, a service plan will be developed in accordance with 300.132, and records maintained documenting the number of students evaluated and served in these settings. Specific references include:

1. Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
2. Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
3. Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
4. Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
5. Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
6. Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

7. **Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07**
8. **Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02,**
9. **Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02**
10. **Location of services and transportation; 300.139; ARSD 24:05:32:03.03**
11. **Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04**
12. **Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12**
13. **Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13**
14. **Prohibition on separate classes; 300.143; ARSD 24:05:32:11**
15. **Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16**
16. **Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02**
17. **Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07**

**1. Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01**

Meade School District understands that parentally-placed private school children with disabilities are defined as children with disabilities whose parents have unilaterally enrolled them in private schools (including religious schools) that meet the state definition of elementary or secondary schools.

**2. Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01**

Meade School District understands that it is responsible for conducting child find activities in private schools that happen to be within the boundaries of the district and must maintain records regarding the number of children evaluated, the number of children found to have a disability, and the number of children served.

**3. Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01**

Meade School District will write a service plan to guarantee the services for parentally-placed private school children with disabilities, with a representative of the private school in attendance (or participating by phone).

**4. Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01.02**

Meade School District will spend an amount, proportional to federal subgrants received, for the special education of children with disabilities in parentally-placed private schools within the district. If there are any excess funds, they may be carried over to a maximum of one year.

**5. Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01.05**

When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, Meade School District will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities.

**6. Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06**

Following the consultation, Meade School District will seek to acquire written affirmation by private school officials of the meaningful consultation that took place. If the private school does not provide written affirmation, the district will forward documentation of the consultation process to the department.

**7. Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07**

Meade School District understands that private school officials have the right to submit a state complaint about consultation or other related matters. If this occurs, the school district will forward its relevant documentation to the department.

**8. Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02**

Meade School District determines the services for parentally-placed private school students with disabilities through the general process agreed through consultation with the private school officials and representative parents. Then specific services are written through the services plan created for each child.

**9. Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02**

Meade School District agrees to provide the same quality of personnel and services for private school students as would have been provided for public school students. Additionally, the services, material, and equipment must be secular, neutral, and non ideological. However, the amount of services may be less than what would have been received had the student been enrolled in the public school district.

**10. Location of services and transportation; 300.139; ARSD 24:05:32:03.03**

Meade School District understands that special education and related services may be provided at the private school site, but the district may not be required to transport students with disabilities from the home to the private school site.

**11. Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04**

Meade School District understands that even though due process complaints and hearings would not occur related to the provision of special education services for parentally-placed private school students with disabilities, they could occur related to child find.

**12. Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13**

Meade School District understands that it may use funds to make personnel available for the provision of special education and related services in private schools.

**13. Prohibition on separate classes; 300.143; ARSD 24:05:32:11**

Meade School District understands that it is not allowed to use the funds to create separate classes to segregate children with disabilities separately.

**14. Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16**

Meade School District understands that it is still responsible to account for property, equipment, and supplies placed in private schools for parentally-placed private school students with disabilities. Such inventory will be removed from the private school when it is no longer needed there.

**15. Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02**

Meade School District understands that it is still responsible for Child Find for students placed in private schools by public agencies, but the state is responsible for the costs of special education and related services.

**16. Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07**

Meade School District understands that if a student with a disability is placed in a private school because the school district could not provide FAPE, then the school district may be responsible for the costs of the education.

**SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15**

Meade School District will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA

1. **Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01**
2. **State complaint procedures; 300.151-153; ARSD 24:05:15**

1. **Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01**

Meade School District will establish, maintain, and implement procedural safeguards which meet the requirements of the chapter ARSD 24:05:30.

2. **State complaint procedures; 300.151-153; ARSD 24:05:15**

A complaint is a written signed statement by an individual or organization, including an individual or organization from another state, containing a statement that the department of education or Meade School District has violated a requirement of federal or state statutes, rules, or regulations that apply to a program and a statement of the facts on which the complaint is based. The complaint must allege a violation that occurred not more than one year before the date the complaint is received by the department. The written signed statement shall also include:

- (1) The signature and contact information for the complainant; and
- (2) If alleging violations with respect to a specific child:
  - (a) The name and address of the residence of the child;
  - (b) The name of the school the child is attending;
  - (c) In the case of a homeless child or youth, available contact information for the child and the name of the school the child is attending;
  - (d) A description of the nature of the problem of the child, including facts related to the problem; and
  - (e) A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed.

An organization or individual may file a written, signed complaint with the state director of special education. The party filing the complaint shall forward a copy of the complaint to the school district serving the child at the same time the party files the complaint with the department.

If the complaint is against Meade School District, the following steps shall be taken:

- (1) The state director of special education shall appoint a complaint investigation coordinator from the department's special education programs. The coordinator and any consultants may conduct an independent on-site investigation if it determines that one is necessary;
- (2) The complainant may submit additional information, either orally or in writing, about the allegations in the complaint;
- (3) Meade School District may respond to the complaint, including, at a minimum:
  - (a) At the discretion of the school district, a proposal to resolve the complaint; and
  - (b) An opportunity for a parent who has filed a complaint and the school district to voluntarily engage in mediation consistent with this article;
- (4) The complaint coordinator and any consultants shall make a recommendation to the state director of special education;
- (5) After reviewing all relevant information, the state director of special education shall make an independent determination as to whether the complaint is valid, what corrective action is necessary to resolve the complaint, and the time limit during which corrective action is to be completed. The state director of special education shall submit a written report of the final decision to all parties involved;
- (6) The written report shall address each allegation in the complaint, contain findings of fact and conclusions, and include reasons for the final decision;
- (7) If the complaint is valid, the state director of special education shall find Meade School District out of compliance with federal and state statutes and rules;
- (8) If corrective action is not completed within the time limit set, including technical assistance and negotiations, the department shall withhold all federal funds applicable to the program until compliance with applicable federal and state statutes and rules is demonstrated by the school district;
- (9) When Meade School District demonstrates completion of required correction action, the department's Office of Finance and Management shall be notified by the state director of special education, and all moneys withheld shall be paid to the school district; and

(10) Documentation supporting the corrective actions taken by a school district shall be maintained by the department's special education programs and incorporated into the state's monitoring process.

All complaints must be resolved within 60 days after receipt of the complaint by the state director of special education except as stated in this section. The time limit of 60 days may be extended only under exceptional circumstances as determined by the state director of special education, such as the need for additional time to provide necessary information. Under these circumstances, an extension of time may not exceed 30 days in any one instance.

In addition, the 60-day time limit may be extended, if the parent, individual, or organization and Meade School District involved in the complaint agree to engage in mediation in order to attempt to resolve the issues specified in the complaint.

The South Dakota Department of Education, Special Education Programs, shall inform parents and other interested individuals, including parent training centers, protection and advocacy agencies, independent living centers, and other appropriate entities about the state's complaint procedures by taking the following actions:

- (1) Conducting parent surveys through the state's monitoring process;
- (2) Providing copies of the state's procedures to parent and advocacy groups across the state;
- (3) Notifying local school districts through statewide memoranda;
- (4) Presenting state procedures at statewide conferences; and
- (5) Disseminating copies to parent training and information centers, independent living centers, protection and advocacy agencies, and other appropriate entities.

If a written complaint is received that is also the subject of a due process hearing under this article or contains multiple issues, of which one or more are part of that hearing, the department shall set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described in this chapter.

If an issue is raised in a complaint filed under this section that has previously been decided in a due process hearing involving the same parties the hearing decision is binding on that issue and the department shall inform the complainant to that effect. A complaint alleging a school district's failure to implement a due process decision must be resolved by the department.

## **SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06**

Meade School District ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents. Specific references include:

- 1. Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03**
- 2. Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03**
- 3. Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06**

- 1. Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03**

Meade School District may use Medicaid or other public benefits or insurance program in which a student participates to provide or pay for services required under this article as permitted under the public benefits or insurance program, except as provided in this section. With regard to services required to provide FAPE to an eligible student under this article Meade School District:

- (1) May not require parents to sign up for or enroll in public benefits or insurance program in order for their student to receive FAPE under Part B of the IDEA;
- (2) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this article, but pursuant to § 24:05:14:01.06, may pay the cost that the parent otherwise would be required to pay;
- (3) May not use a student's benefits under a public benefits or insurance program if that use would:
  - (a) Decrease available lifetime coverage or any other insured benefit;
  - (b) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
  - (c) Increase premiums or lead to the discontinuation of benefits or insurance; or
  - (d) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures;
- (4) Must provide written notification to the student's parents pursuant to § 24:05:14:01.04; and
- (5) Must obtain written parental consent consistent with § 24:05:29:13 before accessing a student's or parent's public benefits or insurance for the first time specifying:

- (a) Personally identifiable information, as defined in § 24:05:29:02(12), that may be disclosed (e.g., records or information about the services that may be provided to a particular student);
- (b) The purpose of the disclosure (e.g., billing for services under this article);
- (c) That disclosure will be made to the state Medicaid agency; and
- (d) That the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under this article.

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, Meade School District will provide written notification consistent with § 24:05:30:06 to the student's parents that includes a statement:

- (1) Of the parental consent and no cost requirements in § 24:05:14:01.03;
- (2) That parents have the right under FERPA, as defined in § 24:05:29:02(1), and Part B of the IDEA to withdraw their consent to disclosure of their student's personally identifiable information to the state Medicaid agency at any time; and
- (3) That the withdrawal of consent or refusal to provide consent under FERPA and Part B of the IDEA to disclose personally identifiable information to the state Medicaid agency does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

**2. Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03**

With regard to services required to provide FAPE to an eligible student under this article, Meade School District may access a parent's private insurance proceeds only if the parent provides informed consent consistent with this article. Each time the district proposes to access the parent's private insurance proceeds, it will:

- (1) Obtain parent consent in accordance with this article; and
- (2) Inform the parents that their refusal to permit Meade School District to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.

**3. Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06**

If Meade School District is unable to obtain parental consent to use the parent's private insurance, or public benefits or insurance if the parent would incur a cost for a specified service required under this article, to ensure FAPE, the district may use funds obtained through Part B of IDEA to pay for the service.

To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parent would incur a cost, Meade School District may use funds obtained through Part B of IDEA to pay the cost the parents otherwise would have to pay to use the parent's benefits or insurance (e.g., the deductible or co-pay amounts).

Proceeds from public benefits or insurance or private insurance may not be treated as program income for purposes of 34 C.F.R. § 80.25.

If the district spends reimbursements from federal funds (e.g., Medicaid) for services under this article, those funds are not considered "state or local" funds for purposes of the maintenance of effort provisions in this article.

**SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01**

Meade School District understands it has a right to a hearing before the SEA makes any final determination regarding eligibility for funding under Part B.

**SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01**

Meade School District will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Meade School District will take measurable steps to recruit, hire, train, and retain certified personnel to provide special education and related services to children with disabilities as specified under SD administrative rule.(24:05:16:05, ARSD).

- 1. **Personnel qualifications; ARSD 24:05:16:16**
- 2. **Paraprofessionals and assistants; ARSD 24:05:16:01**

**1. Personnel qualifications; ARSD 24:05:16:16**

To ensure that all personnel necessary to carry out the purposes of Part B and Part C of the Individuals with Disabilities Education Act are appropriately and adequately prepared and trained, including ensuring that those personnel have the content

knowledge and skills to serve children with disabilities, the department shall determine that all personnel providing special education or related services, including related services, paraprofessionals and assistants, early intervention, and early childhood personnel, perform these functions under state-approved or state-recognized certification or licensure or other comparable requirements that apply to the area in which the person is providing special education or related services. The department shall ensure that related services personnel who deliver services in their discipline or profession meet the requirements of this section and have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis.

**2. Paraprofessionals and assistants; ARSD 24:0516:16:01**

Paraprofessionals and assistants who are appropriately trained and supervised in accordance with this section may be used to assist in the provision of special education and related services to children with disabilities under Part B of the Individuals with Disabilities Education Act. At a minimum, the following standards must be met:

- (1) Paraprofessionals must have a high school diploma or GED;
- (2) Paraprofessionals must work within defined roles and responsibilities as identified by the school district;
- (3) Paraprofessionals must work under the supervision of, and be evaluated by, certified staff; and
- (4) Each school district must describe the training to be provided paraprofessionals in the staff development component of the district's comprehensive plan under § 24:05:16:05.

**SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13**

Meade School District will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

**1. Student information management system (SIMS)**

Meade School District will comply with all requests by the SEA for data submission that is instrumental in monitoring the performance of the student population with respect to state established goals and indicators, and will submit such data on a timely basis. District personnel responsible for data submission may include district administrators and clerical staff.

**SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01**

Meade School District will ensure that all children with disabilities are included in all general State and district wide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

Meade School District ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

Meade School District will provide all necessary data to the SEA on the participation of students with disabilities in state and district wide testing programs and will, to the extent possible, utilize universal design principles in the development and administration of any assessments.

**SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0**

**1. Maintenance of effort; 300.163; ARSD 24:05:19:08.03**

Meade School District will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such available funds will be used to supplement state, local, and Federal funds, not supplant those funds.

## **SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02**

Meade School District will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. Meade School District will make available to parents of children with disabilities and the general public all documents during normal business hours.

## **SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19**

Meade School District supports the work of the State Special Education Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities. The district will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

## **SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.**

Meade School District ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

- 1. Suspension and expulsion rates; 300.170; ARSD 24:05:14:16**
- 2. Annual description of Part B funds; 300.171; ARSD 24:05:21:03**
- 3. Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17**
- 4. Over-identification and disproportionality; 300.173; ARSD 24:05:17:10**
- 5. Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21**

- 1. Suspension and expulsion rates; 300.170; ARSD 24:05:14:16**

The department shall examine data, including data disaggregated by race and ethnicity, from Meade School District, as appropriate, to determine whether significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities among local educational agencies in the state or compared to the rates for nondisabled children within the agencies. If discrepancies are occurring, the department shall review and, if appropriate, revise or require the Meade School District to revise its policies, procedures, and practices relating to:

- (1) The development and implementation of individualized education programs;
- (2) The use of positive behavioral interventions and supports; and
- (3) Procedural safeguards to ensure that these policies, procedures, and practices comply with the Individuals with Disabilities Education Act, Part B.

Meade School District will submit data on suspension and/or expulsion with students with disabilities on an annual basis. If significant discrepancies are occurring, the district may be required to revise its policies, procedures, and practices relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure that such policies, and practices comply with federal and state statute, rules, and regulations.

- 2. Annual description of Part B funds; 300.171; ARSD 24:05:21:03**

The information required in the district's comprehensive plan coupled with statements of expenditures, descriptions of the annual use of IDEA, Part B funds, and certification of federal assurances establish a district's eligibility for funds under the Individuals with Disabilities Education Act, Part B.

- 3. Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17**

The department shall adopt the National Instructional Materials Accessibility Standard (NIMAS), for the purposes of providing instructional materials to blind persons or other persons with print disabilities. Blind persons or other persons with print disabilities means children served under this article who qualify to receive books and other publications produced in specialized formats in accordance with the federal Act to Provide Books for Adults who are Blind, in accordance with 2 U.S.C. 135a, as amended to January 1, 2007.

In implementing NIMAS, the department shall coordinate with the National Instructional Materials Accessibility Center (NIMAC), and the department:

(1) As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, shall enter into a written contract with the publisher of the print instructional materials to:

(a) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to NIMAC electronic files containing the contents of the print instructional materials using the NIMAS; or

(b) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats;

(2) Shall provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

In carrying out this section, the district, to the maximum extent possible, shall work collaboratively with the state agency responsible for assistive technology programs.

#### **4. Over-identification and disproportionality; 300.173; ARSD 24:05:17:10**

The department shall provide for the collection and examination of data to determine whether any inappropriate overidentification or significant disproportionality based on race and ethnicity is occurring in the state and in Meade School District with respect to:

(1) The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in chapter 24:05:24.01;

(2) The placement in particular educational settings of these children; and

(3) The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

In the case of a determination of inappropriate overidentification or significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to serve children in the district, particularly, but not exclusively, children in those groups that were significantly overidentified under this section; and require the district to publicly report on the revision of policies, practices, and procedures described under this section

Meade School District will submit annual child count data on the identification of students with disabilities. In the case of a determination of inappropriate overidentification or significant disproportionality with respect to the identification of children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification for placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to children in the district, particularly, not exclusively, children in those groups that were significantly overidentified under this section: and require the district to publicly report on the revision of policies, practices, and procedures described under this section.



Special Services Department

## South Dakota Comprehensive Plan/Program Narrative

### **Sec. 300.201 Consistency with State policies.**

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174.

(Authority: 20 U.S.C. 1413(a)(1))

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

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

The Meade School District has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on September 11, 2023. As indicated by the signature below, the authorizing official acknowledges the district will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

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

---

Signature of Authorized Official Date

Wayne Wormstadt, Superintendent of Meade School District  
*Typed Name and Title*

1230 Douglas Street, Sturgis, SD 57785 605-347-2524  
*Address/State/Zip Telephone Number*

\*This page must be signed by the school district official listed above and returned to:

Department of Education  
Special Education Programs  
700 Governors Drive  
Pierre, SD 57501



# Johnson Controls planned service proposal

## Prepared for MEADE SCHOOL DISTRICT

Customer  
MEADE SCHOOL DISTRICT

Local Johnson Controls Office  
2951 NORTH PLAZA DRIVE, SUITE 103  
RAPID CITY, SD 57702-9366

Agreement Start Date:  
09/01/2023

Proposal Date  
08/01/2023

Estimate No:  
1-1MV1BYMS



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

### Planned service proposal for MEADE SCHOOL DISTRICT

Dear Todd,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 09/01/2023 and ending 08/31/2024.
- The agreement price for first year is \$17,300.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

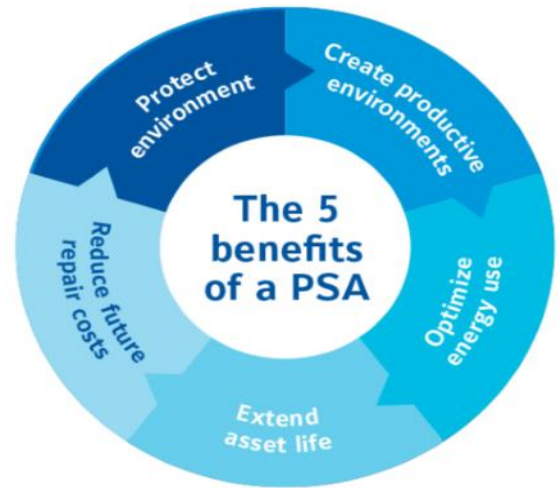
Bryan Lund  
Service Manager  
(866) 818-5508

**The power behind your mission**

## Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Our partnership

### Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

### Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

## Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of services and options

### Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

### Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

### Offsite Backup Storage – Supervisory Controllers

We will backup controllers, objects, and server repositories and provide secure storage of all system backups offsite. This helps provide continuity of operations in cases where there is an incident that causes physical damage to the site. The recovery time involved after a failure is greatly reduced when access to a recovered copy is readily available.

### Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

**Advantages:** Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

### Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

**Advantages:** Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

#### **Customer Portal / Service Information Access**

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

## Planned Service Agreement

Customer Name : MEADE SCHOOL DISTRICT  
Address: 1230 DOUGLAS ST STURGIS, SD 57785-1869  
Proposal Date: 08/01/2023  
Estimate #: 1-1MV1BYMS

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 09/01/2023 and will continue until 08/31/2024 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**Price and Payment Terms**

The total Contract Price for JCI's Services during the first year of the Original Term is \$17,300.00. This amount will be paid to JCI in advance in Semi-Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:      MEADE SCHOOL DISTRICT 46-1  
1230 DOUGLAS ST  
STURGIS,SD 57785

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement

YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

YES: E-mail address to be used :

No: Please submit invoices via mail

No: Please submit via :

**This proposal is valid for thirty days from the proposal date.**

**JOHNSON CONTROLS Inc.**

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JCI Manager:

Customer Manager:

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JCI Manager Signature:

Customer Manager Signature:

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Title:

Date:

Title:

Date:

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JCI Branch: JOHNSON CONTROLS SIOUX FALLS SD CB - 0N44

Address: 2951 NORTH PLAZA DRIVE, SUITE 103

RAPID CITY, SD 57702-9366

Branch Phone: (866) 818-5508

Branch Email:

**Schedule A - Equipment List**

<b>STURGIS ELEMENTARY</b>	<b>1121 BALLPARK RD STURGIS, SD 57785-2272</b>
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**Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons**

Quantity: 7	<b>Services Provided</b>
Coverage Level: Basic	2 Operational
	1 Condenser Coil Cleaning

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
ACC-1	McQuay International	ACZ060BCS27-ER11	STNU071000132
Condensor #2	McQuay International	ACZ060BCS27-ER11	STNU071000129
Condensor #3			
Condensor #4			
Condensor #5			
Condensor #6			
Condensor #7			

**Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Basic	1 Operational
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AHU #1			

**Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP**

Quantity: 2	<b>Services Provided</b>
Coverage Level: Basic	1 Operational
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AHU #1			
AHU #2			

**Product: Air Handling Unit (AHU), Mixed Air, <15 HP**

Quantity: 3	<b>Services Provided</b>
Coverage Level: Basic	1 Operational
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AHU #1			
AHU #2			
AHU #3			

**Product: Air Handling Unit (AHU), Mixed Air, <15 HP**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Basic	1 Operational
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AHU #1			

**Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points**

Quantity: 7	<b>Services Provided</b>
Coverage Level: Basic	2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AHU Controller #1			
AHU Controller #2			
AHU Controller #3			
AHU Controller #4			
AHU Controller #5			
AHU Controller #6			
AHU Controller #7			

**Product: Boiler, Gas-Fired, Water Tube, <50HP**

Quantity: 3	<b>Services Provided</b>
Coverage Level: Basic	1 Operational
	1 Combustion Analysis
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler #1	Thermal Solutions Products	EVA2000SBN-1-UCBM	65022395
Boiler #2	Thermal Solutions Products	EVA2500BN1-UCBM	65022396
Boiler #3			

**Product: Chiller, Air Cooled, Scroll, 61-100 Tons**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Condenser Coil Cleaning  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Chiller #1			

**Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Compressor 1			

**Product: Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller #1			

**Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller #1			
Controller #2			

**Product: Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points**

Johnson Controls **Planned Service Proposal**  
 Prepared for MEADE SCHOOL DISTRICT

Quantity: 8  
 Coverage Level: Basic

**Services Provided**  
 1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Controller #1  
 Controller #2  
 Controller #3  
 Controller #4  
 Controller #5  
 Controller #6  
 Controller #7  
 Controller #8

**Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 2 Operational  
 1 Offsite Backup Storage

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Controller #1

**Product: Unit Heater, Electric, <300000 BTU**

Quantity: 7  
 Coverage Level: Basic

**Services Provided**  
 1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Heater #1  
 Heater #2  
 Heater #3  
 Heater #4  
 Heater #5  
 Heater #6  
 Heater #7

**Product: Pump, Circulating, 0-10 HP**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Johnson Controls **Planned Service Proposal**  
 Prepared for MEADE SCHOOL DISTRICT

Pump 1

**Product: Pump, Circulating, 0-10 HP**

Quantity: 2

Coverage Level: Basic

**Services Provided**

2 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Pump 1  
Pump 2

**Product: Pump, Hot Water, 0-10 HP**

Quantity: 2

Coverage Level: Basic

**Services Provided**

2 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Pump 1  
Pump 2

**Product: VAV Box, All Types**

Quantity: 7

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

VAV #1  
VAV #2  
VAV #3  
VAV #4  
VAV #5  
VAV #6  
VAV #7

**Product: VAV Box, All Types**

Quantity: 17

Coverage Level: Basic

**Services Provided**

1 Operational

Johnson Controls **Planned Service Proposal**  
 Prepared for MEADE SCHOOL DISTRICT

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
VAV #1			
VAV #10			
VAV #11			
VAV #12			
VAV #13			
VAV #14			
VAV #15			
VAV #16			
VAV #17			
VAV #2			
VAV #3			
VAV #4			
VAV #5			
VAV #6			
VAV #7			
VAV #8			
VAV #9			

**Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points**

Quantity: 49

Coverage Level: Basic

**Services Provided**

1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-2M1X1XU

**Product: Controls Software, Supervisory/Server/UI, Johnson Controls, NxE & LCS**

Quantity: 1

Coverage Level: Basic

**Services Provided**

1 Install NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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## Equipment tasking

### **Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Drain condensate from tank and check traps  
Check safety relief valve  
Check condition of pulley and belts (if applicable)  
Inspect air filters and wash or replace as needed  
Replace oil in compressor and check for proper level  
Lubricate motor bearings (per manufacturer's recommendations)  
Check PE switch and starter  
Check pressure reducing station for proper operation  
Inspect pressure reducing station filters and clean or replace as required  
Check for proper operation of air drier  
Check air drier condenser coil  
Brush air dryer, condenser and cover grills as required  
Check for unusual noise and vibration  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Air Handling Unit (AHU), Mixed Air, 15-30 HP**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Visually inspect damper(s)  
Check condition of pulleys and belts  
Check for proper fan operation  
Check condition of coils  
Check condition of filters  
Record temperatures and pressures (if applicable)  
Check for unusual noise and vibration  
Check for deterioration of gaskets and seals  
Check overall condition of unit  
Visually inspect for fluid leaks of coils and connecting piping  
Check starter/contactors  
Check and tighten electrical connections  
Check damper operation and lubricate as required  
Visually check control valve(s)  
Lubricate blower and motor bearings  
Clean condensate pan and clear drain line  
Check condition of blower assembly  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Inspect motor mounting isolators  
Check for integrity of cabinet hardware  
Visually inspect damper(s)  
Verify damper operation

- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Air Handling Unit (AHU), Mixed Air, <15 HP**

#### Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Visually inspect damper(s)
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check for unusual noise and vibration
- Check for deterioration of gaskets and seals
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Check starter/contactors
- Check and tighten electrical connections
- Check damper operation and lubricate as required
- Visually check control valve(s)
- Lubricate blower and motor bearings
- Clean condensate pan and clear drain line
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect motor mounting isolators
- Check for integrity of cabinet hardware
- Visually inspect damper(s)
- Verify damper operation
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

**Boiler, Gas-Fired, Water Tube, <50HP**

Combustion Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Blow down boiler Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valve Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

**Chiller, Air Cooled, Scroll, 61-100 Tons**

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies
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Spray coil(s) with chemical solution  
Rinse coil(s) thoroughly with water  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for visual signs of refrigerant/oil leak(s)  
Conduct refrigerant leak check  
Check for proper crank case heater operation (if applicable)  
Perform lock-out and tag-out procedure  
Inspect condenser fan and compressor contactors for wear  
Check and tighten electrical connections  
Perform preventative procedures to flow proving devices  
Check for unusual noise and vibration  
For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement.  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

#### **Condensing Unit, Air Cooled, Scroll, 10-40 Tons**

Condenser Coil  
Cleaning

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Spray coil(s) with chemical solution  
Rinse coil(s) thoroughly with water  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check refrigerant charge (sight glass)  
Check for proper crank case heater operation (if applicable)  
Check for visual signs of refrigerant/oil leak(s)  
Check for proper condenser fan operation  
Check for unusual noise and vibration  
Check overall condition of unit  
Record and log all operating parameters  
Document tasks performed during visit and report any observations to appropriate customer representative

#### **Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on on-site computer and on-site media  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.  
Notify customer of any issues with those devices  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)  
Visually validate system outputs from the field controller  
Tighten electrical connections  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on on-site computer and on-site media  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Check that the damper actuators, valve actuators, variable speed drives, and

protections (as applicable) are responding appropriately to control signals.  
Notify customer of any issues with those devices  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)  
Visually validate system outputs from the field controller  
Tighten electrical connections  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points**

Offsite Backup Storage

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on secure off-site branch media  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans

Execute Performance Verification to identify abnormal supervisory device communications.  
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).  
Back up all supervisory controllers and OWS/server devices  
Archive object database for Metasys system  
Ensure security database is consistent across devices and that default passwords have been changed  
Back up all server repository databases (e.g. trends, alarms, etc.)  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Run VAV box flow test  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls Software, Supervisory/Server/UI, Johnson Controls, NxE & LCS**

Install NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Upgrade NxE software to latest Metasys release  
Document tasks performed during visit and report any observations to appropriate customer representative

**Pump, Circulating, 0-10 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Pump, Hot Water, 0-10 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures

Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Unit Heater, Electric, <300000 BTU**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check integrity of unit heater supports  
Check condition of pulley and belts (if applicable)  
Check for proper fan operation  
Cycle thermostat and check for proper operation  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**VAV Box, All Types**

Operational

Check with appropriate customer representative for operational deficiencies  
Check temperature  
Check damper and linkage  
Cycle thermostat and check for proper operation  
Check for leaks in air supply (if applicable)  
Check fan operation  
Clean area around equipment  
Complete any required maintenance checklists, report observations to appropriate customer representative

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

Year	Total Annual Dollar Amount	Payment Frequency
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**Special Additions and Exceptions**

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

10% Discount on Labor, Exemption from Fuel Surcharges, limit of 1 DEU per invoice.

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 4/22)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

### **B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

### **C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

### **D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

### E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

### F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
  - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
  - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
  - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
  - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
  - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
  - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

#### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

#### I. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.**

#### J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

#### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

### P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

### Q. JCI DIGITAL SOLUTIONS

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

### R. Privacy.

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

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## Prepared for MEADE SCHOOL DISTRICT

Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

### 5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

### ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an average fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

## Johnson Controls **Planned Service Proposal**

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signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

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or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

### CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

**Johnson Controls Planned Service Proposal**  
Prepared for MEADE SCHOOL DISTRICT



"To Build Knowledge and Skills for Success Today and Tomorrow"

**Policy AC: NONDISCRIMINATION**

Status: ADOPTED

Original Adopted Date: 02/16/1993 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 9/11/2023

The District will not violate any of the provisions of applicable federal programs, statutes or regulations, including but not limited to Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), ESSA, and McKinney-Vento Act (homeless children). The District will not discriminate in any of its policies and programs on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

The District will provide the following:

1. an adequate, reliable, and impartial investigation of complaints, including the opportunity for the complainant and alleged perpetrator to present witnesses and provide evidence;
2. evaluation of all relevant information and documentation relating to a complaint of discrimination;
3. specific, reasonably prompt time frames at each stage of the grievance process;
4. written notice to all parties within a specified timeframe of the outcome or disposition of the grievance at each stage of the process;
5. an opportunity to appeal the findings or remedy, or both;
6. an assurance that the District will take steps to prevent recurrence of any discrimination and correct discriminatory effects on others; and
7. language in the policies and grievance procedures indicating that any attempts to informally or voluntarily resolve the complaint or grievance should not delay the commencement of the District's investigation.

In compliance with applicable federal laws and regulations, the Board has appointed the Superintendent as the District's Compliance Officer to coordinate program compliance with federal programs. The Superintendent can be reached at:

Meade School District 46-1  
1230 Douglas Street, Sturgis SD 57785  
(605) 347-2523

A complaint may also be filed with the United States Office for Civil Rights, U.S. Department of Education at: 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106; Telephone: (816) 268-0550; Facsimile: (816)268-0599; Telecommunication Device for the Deaf: (877) 521.2172; E-mail: OCR.KansasCity@ed.gov.

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**Policy IGDK: PARTICIPATION OF ALTERNATIVE INSTRUCTION STUDENTS**

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

Alternative instruction students are allowed to participate in school-sponsored activities and activities sanctioned by the South Dakota High School Activities Association within the school district in which the student resides. Alternative instruction student participants have the same rights and responsibilities as enrolled students.

As a condition of participation, the alternative instruction student must fulfill the following conditions:

1. If participating in South Dakota High School Activities Association sanctioned activities, demonstrate compliance with Chapter I, Part IV: Student Eligibility and Chapter II, Part I: Further Eligibility Requirements for Athletic Contests of the SDHSAA By Laws by annually submitting the SDHSAA Eligibility Checklist for Alternative Instruction Students.
2. Provide to the District a copy of a transcript of the previous semester's completed coursework issued by the parent, guardian, or other person in control of the child. The transcript must be provided prior to the current season of the sport or activity in which the alternative instruction child is participating.
3. Provide proof of age of the child by submitting to the District the child's birth certificate or affidavit in lieu of a birth certificate.
4. Comply with all the District's eligibility requirements. Scholastic/academic eligibility shall be verified per the District's administrative policy following the same procedure used to accept credits towards graduation when an alternative instruction student requests a transfer to the district.
5. Satisfy the responsibilities and standards of behavior and performance, including enrollment in a related class, full participation in a course, or practice requirements, as expected of other student participants as a condition for both the initial acceptance and continued membership in the activity including, but not limited to:
  - a. All the District codes of conduct will be applicable.
  - b. All the District's academic and non-academic training rules and reporting timeline requirements will be applicable. In addition, the South Dakota High School Activities Association transfer and non-academic eligibility rules will be applicable to activities sanctioned by the SDHSAA.
  - c. In order to be eligible to audition for and participate in Region Music Contests, All-State Chorus, All-State Orchestra or All-State Band, the student must be currently

enrolled and attending the District's parallel musical organization (if one exists)  
i.e. vocal music, instrumental music, orchestra.

- d. A student who is a member of a high school team may not participate in games, practice, tryouts, etc. in that particular sport during the same season on an independent or non-high school team, or as a member of any "All- Star" team, or completely unattached on an individual basis.
  - e. All references to calendar shall refer to the District's calendar.
6. An enrolled student who leaves an accredited program during the school year and who will be provided alternative instruction shall be ineligible for interscholastic activities for the balance of the current season of the sport or activity the student is participating in at the time of notification of alternative instruction.



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**Policy BD: SCHOOL BOARD MEETINGS**

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

**REGULAR MEETINGS**

All regular official School Board meetings will be held on the second Monday of each month, unless otherwise designated at the annual organizational meeting of the Board. The official meetings of the school board are open to the public unless a specific law is cited by the school board to close the official meeting to the public. An official meeting is any meeting of a quorum of the school board at which official business of the school district is discussed or decided, or public policy is formulated, whether in person or by means of teleconference. Subject to the following rules, any person may record, through audio or video technology, a school board meeting that is open to the public as long as the recording is reasonable, obvious, and not disruptive.

1. A person who wishes to audio or video record some or all of an official school board meeting must inform the school board president/chairperson or superintendent prior to the beginning of the meeting of the person's intent to record. At the beginning of the meeting, the school board president will then inform all persons present of the recording.
2. The quantity and type of recording equipment used shall be subject to the discretion of the school board, and the school board president/chairperson shall have the discretion to exclude or terminate recording of the meeting. This discretion is not to be exercised in an effort to restrict the public's right to be informed of school board meeting proceedings, but only where these rules have been violated.
3. Recording equipment must not produce distracting light or noise, and no artificial lighting device of any kind shall be employed with a video camera.
4. Recording equipment must not obstruct the vision of persons attending the school board meeting and their ability to see all school board members.
5. Any person violating the rules set forth above may be directed to cease the recording or leave the premises.

The School Board shall reserve at every official meeting a period for public comment, limited at the Board's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment. Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the School Board.

## **SPECIAL MEETINGS**

Special meetings may be called by the President of the Board, or in his or her absence the Vice-President, or a majority of the Board members. Notice stating the time and place of any special meeting and the purpose for its call, will be given each Board member and the Superintendent by the Business Manager, either orally or in writing, in sufficient time to allow each member's presence. No business other than that stated in the notice will be transacted at a special meeting. Local news media that have requested notice will be notified of the special meeting by mail, e-mail, delivered in person or telephone prior to the meeting.

## **TELECONFERENCE**

Any official meeting, including executive meetings, may be conducted by teleconference. A teleconference is an exchange of information by audio, video, or electronic medium, including the internet. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote. A teleconference may be used to conduct a hearing. If the school board conducts an official meeting by teleconference, the school board shall provide a place at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of school board members participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive meeting.



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**Policy BA: BOARD OPERATIONAL GOALS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board is responsible to the people for whose benefit the school district has been established and committed to the education of all students as appropriate to the best of their individual abilities. It is charged with accomplishing this while also being responsible for wise management of resources available to the district. By virtue of its responsibility and commitment the Board must establish those purposes, programs, and procedures that will respond to the district's immediate problems and long-range needs.

The Board must fulfill these responsibilities by functioning primarily as a legislative body to formulate and adopt policy, by selecting an executive officer to implement policy and by evaluating the results. Further, it must carry out its functions openly, while seeking the involvement and contributions of public, students and staff in its decision-making processes.

Additionally, the Board commits itself to the following objectives:

1. To interpret the educational needs and aspirations of the community, and to meet them through the formulation of policies that stimulate the learner and the learning process;
2. To continually evaluate the district's educational goals and their implementation in the district schools;
3. To formulate a sound fiscal policy in the interests of fiscal economy;
4. To provide the superintendent with sufficient and adequate guidelines to effectively carry out the goals and objectives of the school district;
5. To maintain effective communication with the public served by the schools, and with staff and students in order to maintain awareness of attitudes, opinions, desires and ideas.



"To Build Knowledge and Skills for Success Today and Tomorrow"

**Policy BB: SCHOOL BOARD LEGAL STATUS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The School Board derives its authority from the Constitution of the State of South Dakota, from the acts of the State Legislature, the electorate of the district and the regulations of the South Dakota Board of Education Standards and State Board of Technical Education.

As expressed in the law, the Board is the governing board of a school district, and is created ". . . for the purpose of organizing, maintaining, and locating schools and for providing educational opportunities and services for all citizens residing within the school district."

The Board will consist of nine (9) members, elected at large by the registered voters of the district. Except as otherwise provided by law, Board members will hold office for terms of three years.



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**Policy BBA: SCHOOL BOARD POWERS AND DUTIES**

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

Under the laws of South Dakota, the School Board acts as the governing body of the public schools with full powers of direction and control. The Board derives its authority from the state legislature and will function within the framework of state and federal laws and regulations, court decisions and attorney general opinions.

Recognizing the authority of the state, the Board considers the following its general functions:

1. To select and employ a Superintendent of schools and support him or her in the discharge of his or her responsibilities.
2. To formulate and enact policy and to delegate the application of policies to the Superintendent and his staff, who will be held responsible for the effective administration and supervision of the entire school system.
3. To provide for the planning, expansion, improvement, financing, construction and maintenance of the physical plant of the school system.
4. To establish and maintain records, accounts, archives, management methods and procedures incidental to the conduct of school business.
5. To approve the budget, financial reports, audits, major expenditures, payment of obligations and policies that enable the administration to formulate regulations and other guides for the orderly accomplishment of business.
6. To estimate and levy taxes for the operation, support, maintenance, improvement and extension of the school system.
7. To adopt courses of study, and provide instructional materials.
8. To employ support and certificated personnel to carry out school programs, and provide fair and equitable compensation.
9. To evaluate the educational program to determine the effectiveness with which the schools are achieving the educational purpose of the school system.
10. To provide for the dissemination of school district information to the public and maintain open lines of communication with the community.

**Notes:**

*SDCL 13-10-2 - generally, but powers and duties of school boards established throughout Title 13.*



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**Policy BBAA: BOARD MEMBER AUTHORITY**

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 06/14/2012 | Last Reviewed Date: 09/11/2023

The powers delegated to a School Board by the state are delegated to the Board as a whole. No authority is granted Board members acting as individuals.

The Board exercises its powers and duties only in properly called meetings, where a majority of the Board constitutes a quorum to transact business. Except when performing a specific duty as ordered by the Board, the decision and actions of a single member of the Board are not binding on the entire Board.



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**Policy BBC: BOARD MEMBER RESIGNATION/REMOVAL FROM OFFICE**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

According to the provisions of state law, a vacancy occurs on the School Board when an incumbent:

1. Dies;
2. Is removed from office;
3. Fails to qualify as provided by law;
4. Ceases to be a resident of the district, or representation area, where elected;
5. Is convicted of an infamous crime or of any offense involving a violation of the official oath of office;
6. Has a judgment obtained against him for breach of official bond;
7. Becomes incapable of attending to the duties of a board member;
8. Assumes the duties of an office incompatible with the duties of the board member;
9. Resigns and a successor is appointed and qualified as prescribed by law.

The resigning member will continue to serve in his or her official capacity as a Board member until the successor is appointed and qualified as prescribed by law.



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**Policy BBF: BOARD MEMBER CODE OF ETHICS**

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

Members of the District's Board of Education are elected or appointed officials of local government, and are responsible for governing the educational system of the public school district. Each Board of Education governing board member shall:

1. adhere to the principle that the responsibility of the school board is to govern the District, which includes but is not limited to establishing goals, planning, developing effective policies, and evaluation;
2. practice good stewardship of the District's resources;
3. leave the daily administration of schools to the Superintendent;
4. participate in professional development;
5. recognize and follow the legal principles that (a) the authority vests with the majority of the members of the governing board when assembled in meetings as authorized by law, (b) no individual school board member has, or a minority of school board members have, the legal right to bind the District, and (c) no individual school board member may make decisions on behalf of the District unless upon approval of a majority of school board members.
6. make informed decisions on matters brought before the school board;
7. recognize and adhere to the policy that it is the responsibility of the school board to plan, make, implement, appraise, and enforce policies and that it is not the responsibility of the school board or school board members to run the day-to-day operations of the District;
8. observe and enforce federal and state laws and regulations;
9. respect the limited intent and scope of executive sessions as set forth in statute;
10. respect confidential communications made during executive sessions held pursuant to SDCL 1-25-2 and shall not divulge privileged communications made during executive session held pursuant to SDCL 1-25-2 unless required by law, and shall respect confidential communications related to students and employees, and shall not discuss such confidential information at home, at work or in public;
11. distinguish between personal views and those of the school board when making public comments regarding school district matters;

12. present information to the school board without distortion and accurately represent facts concerning school district matters in direct or indirect public statements;
13. maintain professional relationships in a manner which are free of vindictiveness, recrimination and harassment;
14. refer persons having complaints to the applicable complaint policy and appropriate school administrator; refrain from giving an opinion on the merits of the complaint unless, following the complaint procedure required in the school board complaint policy, the matter is before the school board;
15. respect the legitimacy of the goals and interests of other school board members and respect the rights of other school board members to pursue goals and policies different from their own;
16. respect, require and contribute to the maintenance of order and decorum in proceedings before the school board;
17. be honest, patient, dignified, and courteous to those with whom he/she deals with in his/her official capacity;
18. diligently discharge responsibilities and dispose promptly of the business of the school district for which he/she is responsible;
19. inform the school board president or school district business manager as soon as possible upon learning that he/she will not be in attendance at a school board meeting;
20. refrain from personal, professional, business and financial dealings that interfere with or are in conflict with, or give the appearance of interfering with or being in conflict with, the performance of official duties;
21. not use the office of a school board member to promote political candidates or partisan political activities;
22. not accept nor offer any gratuities, gifts, services, or things of value that (a) impair professional judgment, (b) offer special advantage or benefit to any person or organization, or (c) provide a direct or indirect personal benefit.
23. not commit any act of moral turpitude or gross immorality;
24. render a decision as a school board member only after having discussed the matter with other board members in a legal school board meeting, after having reviewed applicable information and data, and after having considered recommendations including but not limited to recommendations from school administration;
25. support Board decisions made by the majority of governing board members, subject to a board member's right to formally make a motion at a school board meeting to have the decision reconsidered or rescinded;
26. not have any direct pecuniary interest in a contract with the school district or furnish directly any labor, equipment or supplies to the district unless the amount involved is less than five thousand dollars (\$5,000).

27. not participate in discussion or vote on any issue in which I have an actual or the potential of a conflict of interest in the following circumstances:
- a. a “direct pecuniary interest, (a matter benefiting the board member's own property or affording a direct financial gain);
  - b. an “indirect pecuniary interest” (a matter that financially benefits one closely tied to the board member, such as an immediate family member or an employer);
  - c. a “direct personal interest” (a matter that benefits a blood relative or close friend in a non-financial way); and
  - d. an “indirect personal interest” (a matter in which the board member individual's judgment may be affected because of membership in some organization and a desire to help that organization further its policies); or
  - e. when at least two-thirds of the governing board members vote that there is an identifiable conflict of interest that should prohibit the member from voting on a specific matter.

28. Pursuant to SDCL 1-25-2(1), the Board of Education may enter into executive session to discuss the performance of an elected school board member, which may include discussing a perceived or alleged violation of this policy. Should the majority of school board members determine that a school board member has violated one or more provisions of this policy, the school board may, in open session, reprimand the school board member for a violation of the School Board Member Code of Ethics.



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**Policy BCA: ANNUAL BOARD ORGANIZATIONAL MEETING**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The annual organizational meeting of the Board will be held on the second Monday of July, unless otherwise designated by the Board at the previous regular meeting.

The meeting will be called to order by the business manager and the oath of office will be given by the business manager to all newly elected Board members. The business manager will conduct the election for the School Board President. The Board President will assume office and will conduct the election for the Vice-President. The persons elected as President and Vice President shall serve in the positions until the next annual meeting.

**BUSINESS ITEMS**

Items of business to come before the annual meeting may include but are not limited to:

1. Setting of date, time and place for regular meetings (required);
2. Designation of official depository or depositories (required);
3. Designation of the custodians of all accounts (required);
4. Authorize business manager to electronically transfer funds for specifically authorized purposes;
5. Designation of official legal newspaper (required);
6. Designation of school board member(s) who in addition to the school board president have the authority to countersign checks drawn by the business manager (required);
7. Authorization of continuation of existing funds or accounts and the establishment of any new accounts;
8. Establishment of school board committees (such as finance, curriculum, negotiations, facility, transportation, policy review and development and such other committees as determined by the school board) and school board representatives to serve on other boards as applicable (i.e., educational cooperative board, equalization board, ASBSD Delegate Assembly, etc.);
9. Setting bond for school business manager (required), and in discretion of school board, set bonds for school board members and other employees;
10. Appointment of truancy officer;
11. Appointment of Title IX compliance officer;
12. Appointment of Rehabilitation Act Section 504 compliance officer;
13. Appointment of Americans with Disabilities Act compliance officer;
14. Appointment of Age Discrimination Act compliance officer;
15. Appointment of Asbestos compliance officer;
16. Designation of parliamentary procedure guidelines for Board meetings;
17. Authorization of business manager to invest and reinvest funds in institution, which serves greatest advantage to school district;

18. Selecting date of annual school election;
19. Setting school activities admission fees;
20. Authorization of superintendent to close school in emergency situations and in case of inclement weather and setting chain of command in event superintendent is absent;
21. Establish Board of Education compensation;
22. Designation of School District Attorney(s);
23. Authorize participation in associations (i.e., ASBSD, SDHAA, etc.).



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**Policy BCB: BOARD OFFICERS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

**PRESIDENT**

The president will preside at all meetings of the Board and will perform other duties as directed by law, state regulations and by this Board. In carrying out these responsibilities the president will:

1. Countersign all orders drawn by the business manager for claims approved by the Board;
2. Appoint or provide for the election of all committees, of which he or she will be an ex-officio member;
3. Confer with the superintendent as may be necessary and desirable on school or related matters;
4. Call special meetings of the Board;
5. Be entitled to vote and discuss on all matters before the Board;
6. Sign all contracts, agreements, notes and bonds; and
7. Perform such other duties as may be prescribed by the Board.

**VICE-PRESIDENT**

The Vice-President of the Board will assume the duties and responsibilities of the President in his or her absence. He or she will also perform such other duties as may be assigned by the Board.



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**Policy BCE: BOARD COMMITTEES**

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board may authorize the establishment of committees from among its membership as it finds it necessary to study operations in specific areas and to make recommendations for Board action.

All committees will be appointed by the Board president. The Board president and the Superintendent will serve as ex-officio members of all committees.

The functions of committees will ordinarily be fact-finding, deliberative and advisory, and their reports will be made to the Board for discussion and action. All committee appointments will be for no longer than necessary to discharge the completion of their assignment.

**Notes:**

*Include in this category statements on committees made up of school board members (but not advisory committees to the Board).*

*If school board policy permits standing committees, the current standing committees could be included in the policy, and regulations may be needed on their duties and operations. Or, the duties of specific committees sometimes are included as an informational document, coded BCE-E.*



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**Policy BDA: ELECTRONIC COMMUNICATION BY BOARD MEMBERS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

An exchange of information by audio, video, or electronic medium, including the internet, by a quorum of the school board and when official business of the school district is discussed or decided, or public policy is formulated, is subject to school district policies BD and BDDA and open meetings laws.

1. Board members shall not use electronic communication as a substitute for discussion or decision-making at regular or special board meetings open to the public.
2. School board members shall not use electronic communication to discuss or reach a consensus, majority opinion or unofficial decision, related to school district business.



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**Policy BDB: SCHOOL BOARD STUDY SESSIONS AND WORK RETREATS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board is tasked with a constant flow of governance issues that require action and is determined to expedite the business of the District. The Board is also mindful of the importance of planning, brainstorming and thoughtful discussion.

At its discretion, the board may schedule study sessions or working retreats in order to provide the governance team an opportunity to deliberate without taking action. All study sessions or work retreats shall be open to the public and comply with state open meetings and public records laws.



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**Policy BDDA: NOTIFICATIONS OF SCHOOL BOARD MEETINGS**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

Notice of all regular meetings of the Board will be given to the press, the public and all Board members. Dates of regular meetings of the Board will be provided in annual announcements made available in printed form to the news media and the public, following the setting of the dates, times and place of Board meetings at the annual meeting.

Public notice shall be given by posting the proposed agenda on the schools website and in a place that is visible, readable and accessible at least 24 hours prior to any meeting. The notice shall be posted at the building in which the school board holds its meeting. Local news media that have requested notice will be notified in person, by mail, email or telephone. Meetings conducted via telephone conference call are subject to the public notice law.

Except in rare emergencies, notification for all special, rescheduled meetings will be sent to the media in time for the public to be notified at least 24 hours in advance. When 24 hours printed notice of a special meeting cannot be given to the public, the business manager will make every effort to make the meeting known to the public through other channels.

All Board members will be personally notified by the business manager of special meetings in sufficient time to allow each member's presence.

*Notes: This sample policy reflects the general substance of the state law. A Board could adopt a policy that states more specific reasons for convening executive sessions, such as to discuss teacher salary negotiations, student disciplinary problems or the purchasing of building sites.*



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**Policy BDDE: PARLIAMENTARY PROCEDURE**

Status: ADOPTED

Original Adopted Date: 7/14/1986 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board of Education shall utilize Robert's Rules of Order for Parliamentary Procedure as the guide for conducting official meetings held by the Board of Education. However, in utilizing Robert's Rules of Order for Parliamentary Procedure as a guide it is not intended nor is it required that there be strict compliance with Robert's Rules of Parliamentary Procedure. The Board President/Chairperson shall make all decisions related to parliamentary procedure that may arise during the course of a meeting. Any Board member may appeal the decision of the Board President/Chairperson to the full Board (school board members present at the meeting), and the Board shall, by majority vote, decide the procedural issue or question pending before the Board.

The purpose of parliamentary procedure is:

1. to establish guidelines by which the business of the governing board can be conducted in a regular and internally consistent manner;
2. to organize the meetings so that all necessary matters can be brought to the Board and that decisions of the Board can be made in an orderly and reasonable manner;
3. to insure that members of the Board, concentrating on the substantive issues at hand, have the necessary information to make decisions, and to insure adequate discussion of decisions to be made; and
4. to insure that meetings and actions of the Board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

<b>Associated School Boards of South Dakota</b>	<b>NEPN Code: BDDE-E(1)</b>
<b>Sample Exhibit</b>	

## **PARLIAMENTARY PROCEDURE GUIDE**

The Board of Education shall utilize Robert's Rules of Order for Parliamentary Procedure as the guide for conducting official meetings held by the Board of Education. However, in utilizing Robert's Rules of Order for Parliamentary Procedure as a guide it is not intended nor is it required that there be strict compliance with Robert's Rules of Parliamentary Procedure. The Board President/Chairperson shall make all decisions related to parliamentary procedure that may arise during the course of a meeting. Any Board member may appeal the decision of the Board President/Chairperson to the full Board (school board members present at the meeting), and the Board shall, by majority vote, decide the procedural issue or question pending before the Board.

1. To obtain the right to speak, address the Chairperson/President and be recognized by the Chairperson/President before speaking. (Member: "Mr./Madame Chair/President  
" and Chair/President: "The chair recognizes     ").
2. To introduce a motion, say, "I move that..."
3. A motion may be withdrawn by the maker with consent of the person who seconded the motion or by majority vote if objection to withdraw the motion is made.
4. To amend a motion, say, "I move to amend the motion by...." Ways of amending are:
  - a. Striking out parts of the motion;
  - b. Inserting one or more words into the motion;
  - c. Striking out and inserting one or more words into the motion; and
  - d. Substituting a completely new (different) motion.
5. A motion to reconsider a decision made by the board must be introduced by one who voted with the prevailing side in that previous vote, but is out of order (cannot be made) if any part of the decision has been put into action.
6. If the parliamentary procedure of the board is to be questioned, say, "Point of order". The Chairperson/President must allow the member to state his/her point, and then the Chairperson/President must rule on it. If the Chairperson/President denies a point of order, the Chairperson's/President's decision may be appealed and either upheld or not upheld by a majority vote.
7. If a board member has a question to ask about a matter under discussion or a procedure to be followed, say, "Point of information". The Chairperson/President must allow the board member to state the question and provide if possible the information requested.

8. All members of the board, including the Chairperson/President, should participate in discussion and vote on all matters before the board unless the board member has a conflict of interest, in which case the board member must abstain. Abstentions should be noted in the minutes, but do not count as an affirmative or negative vote on the matter before the board.
9. A tie vote does not gain a majority and means that the motion is defeated.
10. A legal quorum of the board is required to be present in order to conduct official school business and board action requires the approval of a majority of those members voting.
11. A school board is a public board and the vote of its official actions should be part of the published minutes. A roll call vote may not be required. Roll call votes are required only when one or more school board members are participating via the phone, or when requested by a school board member. It should be clear from the minutes how members of the board have voted.
12. Some boards provide for public comments at some point in the meeting (i.e., during a public forum before or after approval of the agenda, or just before adjournment). At all other times, the public should speak only after being recognized by the Chairperson/President (who may, but does not have to, recognize a person wishing to speak).
13. The vehicle of action is through a motion. The chair may assist the mover with wording for clarity.
14. A motion should deal with only one issue or idea. The Chairperson/President or a member can ask that a motion be rephrased or rewritten or divided into two motions if it deals with two or more different matters.
15. The Chairperson/President may allow general information to be presented on an agenda item before a motion is made, but the Chairperson/President should require a motion to be made and seconded before discussion and debate on the item under consideration is allowed.
16. Debate must be limited to the issue at hand. Speakers who wander or attempt to enter new matters should be ruled out of order.
17. No new main motions may be made while another is on the floor
18. Main motions may be amended. Votes on amendments must be taken before there is a vote on the original motion.
19. No more than one amendment to an amendment should be permitted.
20. Before a vote on a main motion is taken, business can be interrupted by a motion to:
  - a. Lay it on the table - A motion to "lay it on the table," often referred to as a motion to table, is properly used only when there is urgent business to be addressed while a main motion is on the floor and debate on the pending motion is temporarily suspended and resumed during the current meeting or at the next

meeting. A motion to remove the motion from the table is required to resume debate on a motion that was tabled;

b. Postpone action to a certain time or indefinitely - A motion to postpone to a certain time is used when the intent is to make the decision after more information is available or for some other scheduling reason. A motion to postpone to a certain time should include when the main motion under consideration shall be taken up again by the governing board. A motion to postpone indefinitely is used when the intent is to kill the motion under consideration. Passing a motion to postpone indefinitely is to defeat the motion without voting against the motion;

c. Refer it to a committee;

d. Withdraw it from consideration; or

e. Adjourn the meeting.

21. The chair should avoid closing a discussion when members wish to speak. A governing board member may seek to close discussion on a motion and have a vote by making a motion ("I move the previous question"). If there is a second to the motion (the motion to "move the previous question" is not subject to debate), immediately there is a vote on the motion to close debate. A two-thirds majority vote is required to pass the motion to close debate, and if the motion passes, the President/Chairperson must put the question to a vote without further debate. In cases where the Chairperson/President believes discussion to have ended, the Chairperson/President may call for a vote on the main motion without a formal motion to close debate unless a member objects.

22. A motion once voted down cannot be reconsidered at the same meeting of the board without the consent of a majority of the members of the board.

23. If any member acts in any respect in a disorderly manner, it shall be the privilege of any member, and the duty of the Chairperson/President to call the member to order.

24. If any member considers himself or herself aggrieved by a decision of the chair, it shall be his or her privilege to appeal to the board, and the vote on the appeal should be taken without debate.

25. When the Chairperson/President has commenced taking a vote no further debate or remark should be permitted, unless there has evidently been some mistake, in which case the mistake shall be rectified, and the Chairperson/President shall recommence taking the vote.

26. The Board President/Chairperson has the primary responsibility for conducting the meeting.

*Notes: State law prohibits school board members who have a conflict of interest from participating in discussion and voting on matters before the board.*

*By state law, a legal quorum of the board is required to be present in order to conduct official school business and board action requires the approval of a majority of those members voting. However, local board policy may require approval by a majority of the members of the full board.*

<b>Associated School Boards of South Dakota</b>	<b>NEPN Code: BDDE-E(2)</b>
<b>Sample Exhibit</b>	

**PARLIAMENTARY  
PROCEDURE MOTIONS  
CHART**

A motion with a higher number takes precedence over a motion with a lower number (i.e., a motion with the higher number dictates what is to be addressed at that time by the school board).

	MOTION TO:	2 <sup>ND</sup> REQUIRED ?	DEBATE ?	AMEND ?	VOTE REQUIRED
1	Make a decision on a matter before the School Board (main/original motion)	yes	yes	yes	majority
2	Amend or Substitute Motion	yes	yes	yes	majority
3	Amend the Amendment	yes	no	yes	majority
4	Refer to Committee	yes	yes	yes	majority
5	Postpone to a Certain Time	yes	yes	yes	majority
6	Close Debate	yes	no	yes	2/3
7	Take a Recess	yes	no	yes	majority
8	Adjourn	yes	no	no	majority

The following motions or inquiries may be made at any time during the meeting when there is no other agenda item currently pending or being addressed by the school board:

MOTION TO:	2 <sup>ND</sup> REQUIRED ?	DEBATE ?	AMEND ?	VOTE REQUIRED
Address a matter which has been tabled (take matter from table)	yes	yes	no	majority
Reconsider Prior Action	yes	yes	no	majority
Rescind Prior Action	yes	yes	yes	majority

The following motions deal with the conduct of the meeting and may be brought up at any time when business is being conducted:

MOTION TO:	2 <sup>ND</sup> REQUIRED ?	DEBATE ?	AMEND ?	VOTE REQUIRED
Point of Order (on parliamentary procedure)	no	no	no	none
Request for information	no	no	no	none
Appeal a Decision of the Chair/President	yes	yes	no	majority
Require a roll call vote	no	no	no	none



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**Policy BDDC: AGENDA PREPARATION AND DISSEMINATION**

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The proposed agenda for all meetings of the Board will be prepared by the Superintendent in consultation with the Board President.

Items of business may be suggested by any Board member, staff member or citizen of the district. The agenda for regularly scheduled school board meetings will always allow time for remarks from the public who wish to speak briefly before the Board.

The Board will follow the order of business set up by the agenda unless the order is altered by a majority vote of the members present. Items not on the posted proposed agenda may be discussed and acted upon only if a majority of the Board agrees to consider the item at the time the Board members adopt an amended agenda at the time of agenda adoption.

To ensure the board has the information necessary to make informed decisions, the superintendent may prepare and disseminate information to supplement items on the boards meeting agenda. All members of the school board will receive the agenda and any related supplemental information in advance of the board meeting and with ample time to review the material.

The proposed agenda, together with supporting materials, will be distributed to Board members at least 24 hours prior to regularly scheduled Board meetings to permit them time to give items of business careful consideration.

The supporting material shall either be posted on the school district's website or made available at the business office at least twenty-four hours prior to the meeting, or at the time the material is distributed to the school board, whichever is later. If the material is not posted on the school district's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the school board is considering the printed material. However, the public's right to access printed information does not apply to any material or record that is legally exempt from disclosure.

The Board shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any meeting, by posting a copy of the notice, visible to the public, at the building in which the Superintendent's office is located. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the public body's website upon dissemination of the notice. For special or rescheduled meetings, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice.



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**Policy BFCA: BOARD REGULATIONS AND HANDBOOKS**

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

School board regulations are rules necessary to carry out the intent of school board policies. All regulations must have board approval. Regulations must be consistent with, and not contrary to, policies adopted by the Board.

Unless the regulation is proposed by the Board, all proposed new regulations shall be submitted by the Superintendent to the Board for approval prior to implementation.

Regulations become effective upon adoption by the Board. The Board will review its regulations on a continuing basis.

Principals may establish procedures for conducting activities in their attendance centers consistent with board policies and regulations.

The Board's regulations are a public record. Regulations are available for reviewing and copying in the administrative offices of the school district during regular office hours. They may also be viewed on the District's website.

**Handbooks:**

Staff handbooks must conform with district policies and regulations. Prior to the commencement of each academic year, all staff handbooks will be presented by the Superintendent to the Board for approval. Staff and student handbooks shall be effective upon Board approval.

Student Handbooks will follow board policy and regulations and will be presented to the superintendent by principals for approval.

Handbooks published specifically for a particular group of employees will be distributed to all of the employees affected. Handbooks published for students will be distributed to all affected students.

Staff and student handbooks are a public record. The handbooks are available for reviewing and copying in the administrative offices of the school district during regular office hours. Handbooks may also be viewed on the District's website.

*Note: If the regulations or handbooks are not online, the statement about being able to view the regulations or handbooks on the District website should be deleted.*



"To Build Knowledge and Skills for Success Today and Tomorrow"

**Policy BHAA: BOARD MEMBER EDUCATION**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

It is the policy of the District that Board members become and remain knowledgeable about their roles and the issues with which they deal. The Board Chair and the Superintendent are responsible for assuring that information on leadership development opportunities is available to all members.

Each Board member shall regularly receive training on Board member roles and responsibilities, conflict of interest, school board governance, open meetings laws, school finance, state aid and budget, school programs, State Department of Education functions, legislative activities, laws related to public employees, Board policies, teaching materials, facilities, school services, needs of community, interested public service organizations, techniques of good public relations, and education issues in general.

New members shall participate in the new board member orientation which covers all of the topics addressed in the preceding paragraph to familiarize themselves with all aspects of Board operation.

The Board President and Superintendent will hold at least two conferences with the new Board member, one which will be held with the Board member-elect and the second within thirty (30) days of the Board member taking the oath of office. The conferences shall include, but are not limited to:

1. Discussion of the Board's work, objectives and purposes;
2. Discussion on the legislative function of the Board and the administrative functions of the Superintendent;
3. Information provided to the new Board member related to School Board Policies, District curriculum and content standards, bussing and meal services, facilities, school finances and funding, collective bargaining, and other pertinent matters;
4. Tour of the school facilities.

All Board members shall regularly participate in meetings and activities of area, state and national school boards associations, other educational groups, and review materials received from these organizations.

Board members will be reimbursed for travel and other expenses related to participation in training activities offered by Associated School Boards of South Dakota and other organizations. Funds will be budgeted for school board member training.



"To Build Knowledge and Skills for Success Today and Tomorrow"

**Policy BK: EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES**

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board will annually review its own performance in terms of generally accepted principles of successful board operations and in relation to its goals and objectives. The Board self-evaluation shall address performance in the key functions of vision, structure, accountability, conduct, ethics and advocacy. The results of the self-evaluation shall be used in setting goals for the subsequent year. Evaluation will indicate the strengths of the Board and the areas of needed improvement.

To help the Board meet this goal, the following elements will be included in the self-evaluation process.

1. Board members will be involved in the development of an evaluation instrument and procedures by which they will evaluate themselves.
2. The Board evaluation instrument will be completed by individual board members on a confidential basis and submitted to the Board Chair, or the designee, for compilation.
3. The Board will meet, with no other items on the agenda, at a study or executive session and with all members present, to review and discuss the composite results.
4. Each conclusion will be supported by objective evidence.

Upon final discussion of the results, the Board will develop both short and long-range goals and objectives to ensure continued proficiency in its areas of excellence, to strengthen weak areas, and to improve the efficiency of the Board.

**Exhibit BK-E(1): EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES -  
FORM**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 06/01/2012 | **Last Reviewed Date:** 06/14/2012

*See PDF on the next page.*

<b>Associated School Boards of South Dakota</b>	<b>NEPN Code: BK-E(1)</b>
<b>Sample Exhibit</b>	

## EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES FORM

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### ANNUAL SELF-APPRAISAL OF THE SCHOOL BOARD

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#### WHY IS BOARD EVALUATION FOR YOU?

Take a few moments to analyze your board, your relationships, your operation, your meetings, your school system, the publics you serve, and your commitment to educational excellence.

Why evaluate? Because you want accountability. You want improvement in your operations. Because you want to do the best you can for your school system and community. This commitment to quality, to excellence, and to local control of the educational system is the real why.

---

#### BOARD EVALUATION

The following list of items pertains to the operation of the school board. Each board member rates his or her individual performance and the board as a whole. When evaluating your individual performance, reframe the question in terms of "I." The evaluation scale to be used is:

5 – Outstanding 4 – Good 3 – Satisfactory but could improve 2 – Weak and should improve 1 – Ineffective	Self Only	Board as a Whole
---	--------------	------------------------

##### A. Board qualities

- |  |       |       |
|--|-------|-------|
| 1. Board members demonstrate through actions that they believe all children can learn.   | _____ | _____ |
| 2. Board members make decisions in terms of what is best for students.   | _____ | _____ |
| 3. Board members are independent, open-minded and respect the decisions of fellow board members and the administration.  | _____ | _____ |
| 4. The board strives to improve board skills and keep abreast of educational issues by attending workshops/conferences at the local, regional, and state levels. | _____ | _____ |
| 5. The board understands their role as a policy making body.   | _____ | _____ |
| 6. The board annually reviews and revises the districts long-range plan.   | _____ | _____ |

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

5 – Outstanding  
 4 – Good  
 3 – Satisfactory but could improve  
 2 – Weak and should improve  
 1 – Ineffective

Self  
Only

Board  
as a  
Whole

**B. Board relationship with the superintendent**

- |   |       |       |
|---|-------|-------|
| <p>1. The board keeps the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.</p>                            | _____ | _____ |
| <p>2. The board establishes written policies which clearly interprets its position on policy matters pertaining to the school district thereby enabling the superintendent to properly carry out the wishes of the board.</p> | _____ | _____ |
| <p>3. The board publicly supports the superintendent's administrative regulations and decisions and relays any disagreement in a private or executive session.</p>  | _____ | _____ |
| <p>4. The board disregards personalities and considers the recommendations of the superintendent in an unbiased and objective manner.</p>   | _____ | _____ |

**C. Board relationships with the community**

- |  |       |       |
|--|-------|-------|
| <p>1. Board members recognize that they represent the "entire" community and that it has entrusted them with the educational development of the children and youth of the community.</p>   | _____ | _____ |
| <p>2. The board takes the initiative in helping all community members to have all the facts all the time about their schools so it will readily provide the finest possible school program, school staff, and school facilities.</p> | _____ | _____ |
| <p>3. The board recognizes that the community expects its primary concern to be what is in the best interest of each and every student without distinction as to who they are or what their background may be.</p>                   | _____ | _____ |
| <p>4. Board meetings are conducted in accordance with the open meeting law.</p>  | _____ | _____ |

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

5 – Outstanding  
 4 – Good  
 3 – Satisfactory but could improve  
 2 – Weak and should improve  
 1 – Ineffective

Self  
Only

Board  
as a  
Whole

**D. Board relationship to financial management of the schools**

- |   |       |       |
|---|-------|-------|
| <p>1. The board establishes the policies and provides the necessary resources to properly manage the finances of the school district.</p> | _____ | _____ |
| <p>2. The board requires proper accountability for the expenditure of school district funds.</p>  | _____ | _____ |
| <p>3. The board utilizes approved funding to maintain a high quality educational program in the district.</p>                             | _____ | _____ |
| <p>4. The board keeps the community informed about the financial needs of the school district.</p>  | _____ | _____ |
| <p>5. The board ensures that the budget reflects the district's long-range planning.</p>  | _____ | _____ |

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

5 – Outstanding  
4 – Good  
3 – Satisfactory but could improve  
2 – Weak and should improve  
1 – Ineffective

Self  
Only

Board  
as a  
Whole

**E. General Statements**

Identify three strengths of your school board:

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify three areas where your school board could improve.

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify three priority performance goals for your board for the next school year.

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify any areas for clarification of the role of the superintendent and the board.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Adopted: 1/1/2007  
Revised: 6/1/2012  
Reviewed: 6/14/2012

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

School Year - Count Day	LAST FRIDAY IN SEPTEMBER														9/7/23
Grade	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018*	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
PREK														16	19
EC	0		22	16	22	0	0	0	0	0	0	12	13	24	33
JK													0		20
Kindergarten	202	200	223	254	260	232	242	250	233	248	270	254	252	262	241
Grade 1	202	208	205	227	255	246	217	244	238	213	217	235	242	220	229
Grade 2	172	202	196	217	227	250	240	232	235	236	220	223	238	245	229
Grade 3	192	166	212	215	222	226	253	263	237	238	241	220	231	238	256
Grade 4	205	198	169	224	222	219	231	259	267	236	252	237	229	236	248
Grade 5	204	197	203	176	214	214	217	246	266	262	239	261	246	234	231
Grade 6	168	203	191	196	184	213	210	222	241	276	263	256	257	256	237
Grade 7	194	164	206	192	179	184	201	216	214	249	275	261	275	254	257
Grade 8	183	183	164	201	185	182	180	201	215	208	254	274	258	265	249
Grade 9	188	170	211	186	221	212	213	210	231	223	221	260	301	271	247
Grade 10	182	175	180	185	156	182	165	166	163	192	206	184	234	238	227
Grade 11	195	182	152	155	161	131	176	151	145	147	165	174	152	191	205
Grade 12	200	195	148	145	157	150	122	157	127	129	125	146	154	142	183
SPED Out of District (OOD)		13	14	12	13	16	16	17	15	20	18	15	12	8	9
EC/PreK through grade 12	2487	2456	2496	2601	2678	2657	2683	2834	2827	2877	2966	3012	3094	3100	3120
K-12 w/SPED OOD	2487	2456	2474	2585	2656	2657	2683	2834	2827	2877	2966	3000	3081	3060	3068

TENTATIVE NOT FINAL UNTIL 9/27/23

**MEADE SCHOOL DISTRICT 46-1  
BUILDINGS & GROUNDS DEPARTMENT**

"To Build Knowledge and Skills for Success Today and Tomorrow"



September 11, 2023

School Board Meeting

**Todd Battles**

SUPERVISOR OF BUILDINGS & GROUNDS  
12940 E. HIGHWAY 34  
STURGIS, SD 57785  
Phone: 605-347-2649  
Fax: 605-347-3363

E-mail: [todd.battles@k12.sd.us](mailto:todd.battles@k12.sd.us)

School has started and things are moving fast. Buildings and Grounds is trying hard to keep up with the ever-growing grass. All facilities had been mowed and trimmed for open houses, but everything is ready to be cleaned up again.

Sports have started and Woodle field has hosted several games to date. The crew is also at the Stagebarn facility getting the field ready. The fields are in fantastic playing condition.

Deliveries are a big part of the Buildings and Grounds Department. We deliver and transport all inter school mail, ups and fed ex, copy paper, and all sorts of furniture.

The custodial crews have done a fantastic job with all the changes in cleaning and sanitizing that have been added. They too, have moved several pieces of furniture to make the rooms more spacious for social distancing. There has been quite a bit of turnover and we are trying hard to train new employees to be both safe and effective.

Several Capital Outlay projects have been completed. The middle school doors and concrete at both CMRS and Stagebarn

The PVE addition has been a hard project, but I believe the end result has been good.

We have installed a new work order process and the crew and staff have seemed to acclimate to the change very well.



**Rhonda Ramsdell, Director \* 605-347-3601 \* [Rhonda.ramsdell@k12.sd.us](mailto:Rhonda.ramsdell@k12.sd.us)**

Date: September 5, 2023

To: Mr. Wayne Wormstadt and School Board Members

Subject: School Board Report

**Free/Reduced Applications:** The Application Drive this fall has been very successful. (The District is waiving Tech Fees if the families fill out applications.) Below are some comparisons from our numbers last May.

Month	Total F/R%	HS	SWMS	SMS	SES	PVE	WW
May 2023	28.67	23.43	32.87	22.05	39.26	25.00	34.55
Sep 2023	30.55	25.35	35.99	25.17	40.76	24.68	40.16

**Local Purchasing:** We kicked off our local purchasing on the first week of school with a load of Woonsocket watermelons and cantaloupes. Sweet corn will be served in the next week along with micro greens and the usual tomatoes, cucumbers, and sweet peppers.

We are ready to purchase local beef both direct from producers and through processors. We are hoping to secure our first purchases in the next couple of weeks.

Respectfully submitted,

Rhonda Ramsdell

**PIEDMONT VALLEY ELEMENTARY**

16159 SECOND STREET.

“TO BUILD KNOWLEDGE AND SKILLS FOR SUCCESS TODAY AND TOMORROW”

PHONE: 605.787.5295

FAX: 605.787.5954

PIEDMONT, SD 57769

605.787.5295

To: Mr. Wormstadt  
From: Ethan Dschaak  
Re: September Board Report  
Date: 9.11.23

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**New Staff:**

We have a large number of new staff joining us for the 2023-2024 school year. We are lucky to have such a great group of professionals joining us this fall. Please welcome the following professionals to our already great staff!

Susan Ostenson, Kindergarten teacher

Brittany Delzer, 4<sup>th</sup> Grade teacher,

Carrie Barnes, SPED

Julie Bernard, SPED

Michele Paulsen, SPED

Sarah Lyons, Counselor

Walt Misemer, Counselor

Danielle Sperling, SPED Para

Michael Noel, SPED

Erica Kemp, Lunch Supervisor

Tim Nold, Kitchen

Nikki Wager, Kitchen

Maggie Kaitfors, Occupational Therapy / Physical Therapy

**Fall Pictures:**

We will have fall pictures on Monday, Sept 18<sup>th</sup>. We always look forward to this day and the opportunity to see our students dressed for success!

**Instructional Adjustment:**

With growing enrollment we are in the process of hiring an additional teacher in 2<sup>nd</sup> grade. This will put Piedmont Valley Elementary at five sections at all grade levels. This is a very involved process in which you have to hire a new teacher, adjust the master schedule, and move students to a new section. We are close to completing this process. I do believe this will be a great opportunity for better instruction due to the smaller classroom numbers.

**Enrollment:**

Our current enrollment at Piedmont Valley Elementary is 538 students.

**Students of the Month:**

None at this time.



# Rural Schools

Opal, Elm Springs, Hereford, Atall, Central Meade County School.

To: Mr. Wormstadt

From: Sarah Scherer

Re: September 2023 Board Report

## **Enrollment Numbers: At the current time**

Atall: 7

Opal: 13

Hereford: 13

Elm Springs: 11

Central Meade County School: 50

**Total Students in Rural: 94**

**New Staff:** We have a number of new staff joining us this year. We are excited to have such a motivated group joining us. Please welcome the following staff members to Central Meade County School: Sandrine Brink (6th,7th,8th Grade), Kerry Schrader (6th,7th,8th Grade). Opal Elementary: Tamie Fahrenholz (paraprofessional), Kassidy Caspers (long-term sub). Elm Springs Elementary: Kristin Smiley (paraprofessional). All Rural Schools: Aaden Roy (Counselor), Carol-Anne Hlavka (Rural STEAM) .

**NWEA Testing:** Teachers will begin conducting the fall NWEA testing. The data collected will be used to drive instruction in the classroom and guide necessary interventions.

**Picture Day & Book Fair:** On Sept. 14th., rural students will have their picture day and a Scholastic Book Fair at the Central Meade County Community Center

**Girls Volleyball:** Practice starts September 5th. We are also excited to see the girls play in the new jerseys purchased this year!

## **Scheduled Games:**

- 9/15 @ UC vs. Faith
- 9/16 Faith Tournament
- 9/21 @ Sturgis 4:00 & 5:00
- 9/26 @ RC Christian 5:00 & 6:00
- 10/12 @ RC Christian 5:00 & 6:00



# STURGIS BROWN HIGH SCHOOL

*"To Build Knowledge and Skills for Success Today and Tomorrow"*

Pete Wilson, Principal  
Mike Schultz, Activities Director

Coleen Keffeler, Asst. Principal  
Wayne Sullivan, Asst. Principal

School Board Meeting  
September 11, 2023

## **What's happening:**

Teachers had a wonderful in-service week preparing for the school year. Teachers were able to prepare their classrooms, collaborate with their peers and get to know the new staff that we welcomed this year at Sturgis Brown High School. We have 11 new staff members at the high school. This includes teachers, a counselor, and an administrator. We had a good turnout at the open house and the enrollment increased a little from last year as we have 862 students, which includes 215 ninth grade students.

The first day of school went well as we accomplished many things. We started in Scooper Time as students met their Scooper Time teacher, received their computer, taught how to log onto email, Infinite Campus, and Google Classrooms, as well as a meeting discussing some expectations in the classroom and around the school. After Scooper Time, students were able to attend all their classes for both Red and White Days.

Dual enrollment classes started early, and many students came to get their new MacBooks early before school started. Many of the college-level classes are conducted in our building and taught by either SBHS teachers or by Western Dakota Tech teachers. Some of the classes that students can get college credit for that our teachers teach include Advanced Placement English classes, College Algebra, and College Government. All these classes follow college expectations and standards. The best part is that these credits come at a reduced rate for our students, and we continue to explore adding more classes within our building for college credit.

We offer a wide range of elective classes each year. Some of them include Drama, Debate, Creative Writing, Yearbook, Exploratory Music (includes keyboards and guitar), Journalism, Machining, Welding, Wood Working, Culinary, FACS, AG, Computers (Webpage Design, Coding, and Intro), Spanish, Fitness, and an Aquatics class that is at the Sturgis Community Center. The newest class is our Automation, Electronics and Robotics. This is a three-pronged approach, students will learn to integrate electronics and robotics in building and maintaining a FarmBot garden, building and troubleshooting a Switch Vehicle, and converting a manual mill and lathe to CNC.

The cafeteria construction is moving along, and everyone is adjusting well to how they enter the building and get around the school. We have had many events and the main entrance to the building is what we use for those events. Our spectators and fans must do a little more walking to get to the West Gym, but things are off to a good start.



To: School Board Members  
From: Chrissy Peterson – Special Services  
Re: September Board Report 2023

The Special Services Department had a very busy start to a new school year. Many new students to the district have special needs which require individualized programming and lots of meetings to coordinate team members. The Special Education numbers certainly have not experienced any declining enrollment! Additionally, 16 new certified and support staff have joined the department. The new members are quickly acclimating to our school and students and are becoming quite efficient and effective team members!

In August 2022, the special education department transitioned to a new online program, SPED Advantage; a documentation management tool for IEPs. In September 2023, we added the 504 program to SPED Advantage. The program features streamline IEP management, calendar features, state reporting and communication records for all team members. SPED Advantage has enhanced our department and is a huge time saver so more time can be spent with kids!

In the past, we have had the Northern Plains Eye Foundation do vision screenings. We stopped having them come because they required consent forms from parents, and we only received about half of them back. It took longer to work on getting consents back than it did for us to screen the kids ourselves.

In July, at the school nurse conference, our nurses learned about LifeSightSD (formerly known as Northern Plains Eye Foundation). They will do our vision screenings in December in grades Kindergarten, 1st, 3rd, and 5<sup>th</sup> at Sturgis Elementary, Sturgis Williams Middle School, Whitewood, Piedmont Valley, and Stagebarn Middle School. The process is free.

LifeSightSD plans to attend the Rural Picture Day at Central Meade School next school year. South Dakota School for the Deaf also plans to start going to Rural Picture Day next year to screen students.

The preschool population is ever changing and growing which makes scheduling a unique endeavor! When a child turns three and has a disability, they enroll in the early intervention program at Whitewood, Piedmont, or Sturgis Elementary and are provided services at the school. This can happen anytime during the school year because enrollment is based on the date of the third birthday. Once the preschool student is enrolled, they receive services in the area of gross motor, fine motor, cognitive, speech, and social skills.

## STURGIS ELEMENTARY

1121 Ball Park Road  
Sturgis, SD 57785  
Phone: 605-347-2386  
Fax: 605-347-3769



Chantal Ligtenberg - Principal  
E-mail - Chantal.Ligtenberg@k12.sd.us  
Katy Jutting- Assistant Principal  
E-mail - Katy.Jutting@k12.sd.us

To: Mr. Wormstadt  
From: Chantal Ligtenberg  
Re: September 2023 Board Report

**Enrollment Numbers:** These are the tentative numbers as of September 6.

**School site students**

Kindergarten/JK:	116	
First Grade:	106	
Second Grade:	100	
Third Grade:	112	
Fourth Grade:	108	<b>Total Students on site: 542</b>

*\*We are currently down 9 students from this time a year ago*

**Procedures:** Staff and students have been practicing various procedures to not only be safe, but efficient throughout our school day. Examples are evacuating for a fire drill, ALICE scenarios and hallway, restroom, playground and dining room procedures.

**School Fundraiser:** Our fundraiser kicked off on 9/6 and will go through 9/20.. Money raised for this event goes toward special activities within classrooms, grade level field trips, student celebrations, assemblies, and playground equipment.

**Fourth Grade Leaders to Houses are Announced:** On 9/15 we will be having a special 4<sup>th</sup> grade hallway presentation to inaugurate 4<sup>th</sup> grade student leaders to our Houses. They will meet monthly and be a part of introducing activities during House meetings with the House staff leaders.

**Authors coming our way!:** The Festival of Books is 9/22. Third graders will attend a presentation by the author of a book they all received at the end of last school year. Additionally, another author from the Festival of Books will be coming to the school to present to our second graders.

**“Scholar of the Month” awards will be on future School Board reports** (*Students selected based on “Character Count” traits the student is exhibiting*)  
September Scholars will be awarded the week of September 18. We have started the tradition of making this a red carpet affair as all the students by grade level line up in the hallway and cheer the scholars on as they strut, skip, or dance down the hallway.

To: Mr. Wormstadt  
From: David Olson  
Subject: September Board Report  
Date: 9/6/23

### New Year

The first week of school has gone well, it is great to see all of the staff and students in the building again! This year we are excited to bring some new staff to the building. We welcome: Alexa Buckley, Sara Skillman, Courtney Pitsor, Cami Wenk, Kattie Bland, and Sara Bakke to Stagebarn!

### Enrollment

At the current time, we are down in student enrollments compared to the start of last year's student count. This is largely due to a big 8th grade class leaving and a smaller 5th grade class coming in. Our current enrollment, as of Thursday September 6<sup>th</sup>, is as follows:

5 <sup>th</sup> grade – 101	
6 <sup>th</sup> grade – 107	
7 <sup>th</sup> grade – 113	
8 <sup>th</sup> grade – 108	Total – 429

### Peer Mentors

SMS 7th grade teacher, Kylie Farrar, has helped pilot a peer mentoring program at Stagebarn this year! Select 7th grade students were trained the week before school, and spent much of the first day of school with groups of 5th grade students. Incoming 5th graders attended a fun assembly to start the day, and then worked with their 7th grade peer mentors. This program was a great success, and it seemed to be the best first day of school for 5th graders that we have seen. We look forward to continuing developing this program.

### Fall Activities

Football, Cross Country, Volleyball, Cross Country, and Knowledge Bowl have all started their seasons. Stagebarn hosts the Grasshopper Gallop XC meet on September 12<sup>th</sup> and a football Jamboree on September 16<sup>th</sup>.



# Whitewood Elementary

To Build Knowledge and Skills for Today and Tomorrow



### Class Sizes:

PreK: 20

K: 21

1: 19

2: 16

3: 16

4: 24

5: 11



**Brittan Porterfield**

[brittan.porterfield@k12.sd.us](mailto:brittan.porterfield@k12.sd.us) (605) 269-2264

## News and Updates

### Events and Enrollment

As of September 1st, Whitewood Elementary has 126 students PreK - 5th grade up from 111 last September. We have closed in-district transfers and open enrollment requests in PreK, Kindergarten, and 4th Grade.

On September 12th, the Whitewood Elementary PTO will host a back-to-school ice cream social at Memorial Park at 5:30 PM.

**1**

### REPORT CARD:

WW Elem. received 45 out of 45 possible points on our school report card in the student achievement section.

**2**

### AFTER-SCHOOL EVENTS

Fantasy Football Club - Every Tuesday

**3**

### BUSSING

23 students have registered for the reverse bussing route from Sturgis to WW.

On September 21st, our third-grade students will travel to the Monument for a presentation by award-winning author, Kate DiCamillo, whose works include *Because of Winn Dixie* and *The Tales of Despereaux*.

On September 22nd, Gary Schmidt, Newbery Award winning author, will present to our fourth and fifth-graders. Mr. Schmidt’s newest work is *The Labors of Hercules Beal*.

## After-School Updates

### Camp and Donations

Every Tuesday, our after-school program hosts a fantasy-football club for second through fifth-grade students. Students practice math facts and logic while creating a lineup each week.

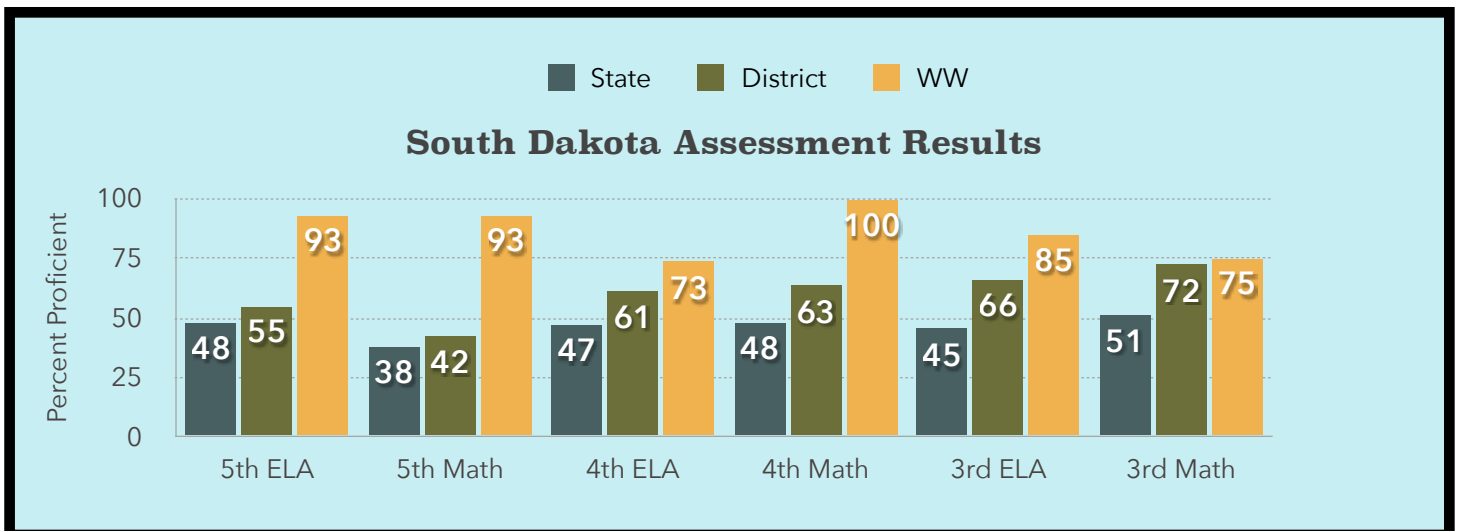
Thank you to City of Whitewood for helping continue our after-school program. At their last meeting, the City Council allocated \$5000 of their next year’s budget for our after-school program.

Another thank you to Churches Care for Whitewood, who donated \$2000 to support Whitewood Elementary’s after-school program. Churches Care for Whitewood is a collective effort of the three churches in Whitewood.

Butte Electric awarded the Whitewood Elementary PTO \$500 to help our after-school program with needed purchases.

The City of Sturgis also gave \$500 to the Whitewood Elementary PTO for their help with Music on Main on July 3rd. The PTO ran the bouncy castles during the festivities. This \$500 will go toward the after-school program’s budget.

The Sturgis Lions Club gave \$200 toward Whitewood Elementary’s after-school program as well. Thank you to all of the groups and individuals who have helped keep the after-school program open to the families of Whitewood.





**S**turgis  
**W**illiams  
**M**iddle  
**S**chool

Meade School District 46-1

1425 Cedar Street  
Sturgis, SD 57785  
(605) 347-5232

Chad Hedderman, Principal

Katy Jutting, Assistant Principal

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*"WE ARE AN EDUCATIONAL COMMUNITY DEDICATED TO EMBRACING LEARNING, INSPIRING INDIVIDUALITY, AND EMPOWERING STUDENTS."*

To: Mr. Wormstadt

From: Chad Hedderman

Subject: September Board Report

Date: 8/5/2023

School is off to a great start. The beginning of the year always brings excitement of what is to come and the new relationships that will be built along the way. As a lifelong educator, summer is a time to regroup and recharge our batteries, but nothing brings more joy than seeing students in our halls and noticing how much they have grown over the past three months. We are in education to make a difference in the lives of these young adults and to give them the knowledge and skills to become successful members of society. Each new school year allows us a chance to learn from past mistakes and grow to be the best educator for our students, because they deserve our very best.

**New Staff members:**

- Avery Middleton is a recent graduate of BHSU and will be teaching 7<sup>th</sup> grade ELA this year. She is also coaching varsity volleyball for the Scoopers this fall.
- Karen Johnson, a long time Meade District employee, has returned to teach 7<sup>th</sup> grade math for one year. She brings 30+ years of experience and we are lucky to have her on staff.
- Emily Hill is a also a recent graduate of BHSU and will teaching 6<sup>th</sup> grade SPED.
- Robert Flock comes to SWMS from Torrington, Wy., and brings a wealth of knowledge and experience in SPED to our 7<sup>th</sup> grade team.
- Christina Hollearn is our new Spanish teacher! We are very excited for the opportunity to offer a foreign language at the middle school level!

**Activities:**

- Cross Country is off and "running" with several quality 6-8 grade athletes excited to compete. Our first competition is this week at Belle Fourche.
- 7<sup>th</sup> and 8<sup>th</sup> grade football has also started with 48 athletes suiting up between the two teams. Harrison Smith is assisting Rex Schrock with the 8<sup>th</sup> graders, and we welcome him to our Scooper athletic family.
- Volleyball is excited to have 45 athletes competing! Roxy Murphy and Ashley Able return as our coaches and they are excited to have so many young athletes excited to learn the game of volleyball and compete.