

**Garretson School District 49-4**  
**Garretson, SD**  
**Agenda for Regular School Board Meeting**  
**Garretson High School Library**  
**August 10, 2020**

1. Call to Order - 5:45 PM
2. Pledge of Allegiance
3. Welcome to visitors and guests
4. Approval of agenda with proposed additions or corrections
5. Public Comments
6. Consent Agenda
  - a. Approval of Minutes, Bills and Financials
    1. Minutes from previous meetings
    2. Cash Balance Report
    3. Claims Report
    4. Invoice Listing
    5. Imprest Checks
    6. Check Register
    7. Payroll Report
    8. Check Reconciliation Report
    9. Bank Statements
  - b. Approval of agreements and / or contracts
  - c. Fuel Quotes  
None
  - d. Open enrollment  
None
  - e. Acknowledge Home School Applicants  
None
  - f. Personnel actions  
Teddy Dauwen - SPED self contained classroom, \$39,450  
None
  - g. Surplus property  
Reading Curriculum materials
7. Old Business
  - a. FY 21 Budget
8. New Business
  - a. Conflicts of Interest, per SDCL 3-23  
None
  - b. Resolution to refund Capital Outlay Certificates
  - c. iPad handbook k-5
  - d. Special Education Comprehensive Plan
  - e. Federal Assurances.
  - f. Declaration of Essential Workers
  - g. Information Items:
    1. GBL: Personnel Records
    2. GBL-E: Permission for the transfer and/or release of confidential employee information
    3. GBL-F: Notice of release of personnel record
  - h. First Reading  
None
  - i. Second Reading
    1. JHCC Student Communicable Disease
    2. GBEB-R Employee Communicable Disease Guidelines

9. Administrative Reports
  - a. HVAC and Roofing Project Updates
  - b. Inservice Report
  - c. Preliminary Student Count
  - d. Superintendent's Report
  - e. Prairie Lakes Coop
10. Executive Session, per SDCL 1-25-2, Subsection 1: Personnel
11. Adjourn

## SCHOOL BOARD MINUTES

### **Regular Garretson School District #49-4 5:45 p.m. July 13, 2020**

Present: Shannon Nordstrom, Kari Flanagan, Rachel Hanisch, Ruth Sarar, Tony Martens, Guy Johnson, Superintendent, & Jacob Schweitzer, Business Manager. Others present: Matt Schrank, Jacki Liester, Garrick Moritz, & Sherri Schoenfish.

At 5:45 p.m., the Board convened in the Library for its regular meeting of the Garretson School Board. All votes are unanimous, unless specifically noted in the minutes.

President Nordstrom led the Pledge of Allegiance and welcomed guests and visitors. President Nordstrom called for any additions or corrections to the Board agenda. Superintendent Johnson requested the approval of an additional bill, the annual insurance bill through EMC.

**Action 20-117:** Motion by Flanagan, second by Martens, to approve the agenda as presented with the addition of the EMC insurance bill. Motion carried.

**Action 20-118:** Motion by Martens, second by Sarar, to approve the following consent agenda items as presented. Approval of payments for June 2020 claims, approval of June 2020 minutes, and approval of financial statements for June 2020. Motion carried.

Garretson School District #49-4  
CLAIMS paid July 13, 2020

#### **GENERAL FUND**

A-OX WELDING SUPPLY CO. INC., CYLINDER RENTALS, \$133.90; ALLIANCE COMMUNICATIONS, JULY 2020 INTERNET/PHONE SERVICES, \$683.00; ARGUS LEADER, SUBSCRIPTION STATEMENT, \$3.86; ASSOCIATED SCHOOL BOARDS OF SOUTH DAKOTA, FISCAL YEAR 2021 MEMBERSHIP, \$435.00; AWARD EMBLEM MFG. CO., INC., BAND/CHOIR AWARDS, \$238.56; CITY OF GARRETSON, GAS/SEWER/WATER, \$779.12; COLLEGE BOARD, AP EXAM MATERIALS, \$1,413.00; DAKOTA AUTO PARTS, SUPPLIES, \$202.79; FIRST DAKOTA INDEMNITY CO., WORKER'S COMPENSATION INSURANCE, \$2,711.00; GARRETSON SCHOOL DISTRICT TRUST & AGENCY ACCOUNT, JUNE 2020 IMPREST ACCOUNT REIMBURSEMENT, \$2,393.51; HILLYARD OF SIOUX FALLS, REPAIRS/SUPPLIES, \$6,815.15; HOLMES, MURPHY, & ASSOCIATES, LLC, CYBER INSURANCE POLICY- FISCAL YEAR 2021, \$2,540.00; HORACE MANN, JUNE 2020 FLEX ADMIN. FEES, \$54.00; HUDL, FISCAL YEAR 2021 SERVICES, \$2,700.00; KIBBLE EQUIPMENT, LLC, MOWER LIFT REPAIR, \$1,318.64; KURTZ, SUSAN, JUNE 2020 FINANCIAL CONSULTATION, \$120.00; LYNN, JACKSON, SHULTZ, & LEBRUN, P.C., LEGAL SERVICES, \$82.50; MARTENS, TONY, APRIL-JUNE 2020 BOARD PAY, \$200.00; MENARDS, BROWN MULCH/PAINT SUPPLIES/OTHER MISC. SUPPLIES, \$1,234.86; OLSON'S PEST TECHNICIANS, BIMONTHLY PEST CONTROL SERVICE, \$90.00; PITNEY BOWES, POSTAGE, \$768.49; PLISKA, MICHELLE, PROFESSIONAL DEVELOPMENT DUES REIMBURSEMENT, \$168.90; POPPLERS MUSIC, INC., INSTRUMENT REPAIRS, \$956.14; PRAIRIE LAKES EDUCATIONAL COOPERATIVE, JUNE 2020 SERVICES, \$96.34; SANDERS PRINTING CO., 2020 GRADUATION ITEMS, \$529.90; SANFORD, JUNE 2020 HEALTH SAVINGS ACCOUNT CONTRIBUTION, \$190.00; SARAR, RUTH, APRIL-JUNE 2020 BOARD PAY, \$200.00; SHI INTERNATIONAL CORP., MICROSOFT LICENSING/SERVER/SOFTWARE, \$2,769.94; SITTING, NICHOLAS, BAND MUSIC, \$50.00; STEVE'S REPAIR, REPAIR PUSH MOWER, \$45.00, STURDEVANT'S AUTO PARTS OF BRANDON, LIGHT BULBS/MAGNET TOOL, \$12.03; SUMMIT COMPANIES, SYSTEM INSPECTION & MAINTENANCE/KITS, \$352.50; ULINE, BENCHES/PICNIC TABLES, \$3,463.31; UNITED STATES POSTAL SERVICE, POST OFFICE BOX

ANNUAL SERVICE FEE, \$120.00; WASTE MANAGEMENT, JULY 2020 GARBAGE & RECYCLING SERVICES, \$492.76; XCEL ENERGY, APRIL & MAY 2020 ELECTRICITY, \$3,337.45;  
**TOTAL GENERAL FUND, \$37,701.65**

**CAPITAL OUTLAY FUND**

ASSOCIATED CONSULTING ENGINEERING, INC., CHILLER PROJECT- CONSTRUCTION ADMINISTRATION, \$402.60; CO-OP ARCHITECTURE, ROOF PROJECT- CONSTRUCTION ADMINISTRATION, \$1,125.00; DAL SIN, INC., ROOF REPLACEMENT PROJECT, \$196,839.70; ELITE BUSINESS SYSTEMS, JUNE & JULY 2020 CONTRACTED SERVICES, \$1,345.71; HIGH PLAINS TECHNOLOGY, INC., RUCKUS CONTROLLER/LICENSES, \$8,845.00; KRIER & BLAIN, INC., CHILLER PROJECT, \$235,000.00;  
**TOTAL CAPITAL OUTLAY FUND, \$443,558.01**

**SPECIAL EDUCATION FUND**

ASSID, KARA, B-3 EMAILS/PHONE CALLS, \$40.00, GOODCARE, LLC, JUNE 2020 OCCUPATIONAL & PHYSICAL THERAPY, \$553.23; LIFESCAPE, MAY 2020 SERVICES/TUITION, \$8,812.00; MEDICAID, ADMIN. FEES, \$99.37; PRAIRIE LAKES EDUCATIONAL COOPERATIVE, JUNE 2020 SERVICES, \$5,429.54;  
**TOTAL SPECIAL EDUCATION FUND, \$14,934.14**

**FOOD SERVICE FUND**

CASH-WA DISTRIBUTING, FOOD/FOOD SUPPLIES, \$6,817.67; PRAIRIE FARMS DAIRY, MILK, \$1,198.75; THRIVE NUTRITION SERVICES, ENDING INVENTORY, \$15,583.32; VANCO, JUNE 2020 ACH FEES/INVOICE, \$32.80;  
**TOTAL FOOD SERVICE FUND, \$23,632.54**

**TOTAL CLAIMS: \$519,826.34**

**IMPREST CHECKS**

JUNE 2020

**GENERAL FUND IMPREST CHECKS**

City of Garretson, Gas/Sewer/Water, \$1,028.74; First Bank & Trust Credit Card, Payment Reversal, \$1,198.29; First Bank & Trust Credit Card, Mail Student Belongings- Postage, \$11.95; Garretson Gazette, April & May 2020 Board Meeting Minutes, \$154.53; Total General Fund Imprest Checks, \$2,393.51;  
**TOTAL IMPREST CHECKS, \$2,393.51**

**Payroll Report Fiscal Year 2019-2020 May 2020**

General Fund - Gross Salaries, \$198,494.28; Social Security/Medicare, \$13,993.56; SD Retirement, \$11,169.60; Group Insurance, \$27,805.50; Total General Fund, \$246,462.94; Special Education Fund - Gross Salaries, \$33,944.64; Social Security/Medicare, \$2,329.48; SD Retirement, \$2,036.73; Group Insurance, \$6,972.44; Total Special Education Fund, \$45,283.29; Driver's Education Fund - Gross Salaries, \$0.00; Social Security/Medicare, \$0.00; Total Driver's Education Fund, \$0.00; Preschool Fund - Gross Salaries, \$5,632.18; Social Security/Medicare, \$406.38; SD Retirement, \$337.92; Group Insurance, \$1,271.94; Total Preschool Fund, \$7,648.42;  
**GRAND TOTAL: \$299,394.65**

**Financial Report**

The Business Manager presented a financial report of receipts, disbursements, and cash balances for the month of June 2020 as listed below:

**Receipts:** General Fund: Local Sources, \$164,966.50; Intermediate Sources, \$937.66; State Sources, \$165,844.19; Capital Outlay Fund: Local Sources, \$118,852.46; Special Education Fund: Local Sources, \$68,569.55; State Sources, \$11,940.00; Bond Redemption Fund: Local

Sources, \$210.85; Food Service Fund: State Sources, \$1,039.68; Trust & Agency Fund: Local Sources, \$31,248.34.

**Expenditures:** General Fund: Claims, \$37,701.65; Payroll, \$256,007.80; Capital Outlay Fund: Claims, \$443,558.01; Special Education Fund: Claims, \$14,934.14; Payroll, \$32,448.89; Food Service Fund: Claims, \$23,632.54; Payroll, \$2,611.33; Preschool Fund: Payroll, \$4,470.68.

**Cash Balances as of June 30, 2020:** General Fund: \$1,248,581.79; Capital Outlay Fund: \$451,689.20; Special Education Fund: \$32,611.73; Pension Fund: \$0.00; Bond Redemption Fund: \$7,005.58; Food Service Fund: \$24,726.04; Driver's Education Fund: \$8,318.82; Preschool Fund: \$-31,310.62; Trust & Agency Fund: \$51,909.36.

**Old Business:**

None

**Action 20-119:** Motion by Martens, second by Sarar, to adjourn at 5:49 p.m. Motion carried.

Business Manager Schweitzer administered the Oath of Office to Kari Flanagan. Superintendent Johnson ran the meeting until the Board chose officers.

**Action 21-001:** Nomination by Hanisch, second by Sarar, to nominate Shannon Nordstrom as Chairperson of the Board. Nomination carried.

**Action 21-002:** Motion by Flanagan, second by Hanisch, to cease nominations for Chairperson of the Board. Motion carried.

**Action 21-003:** Nomination by Hanisch, second by Sarar, to elect Kari Flanagan as Vice Chairperson of the Board. Nomination carried.

**Action 21-004:** Motion by Martens, second by Hanisch, to cease nominations for Vice Chairperson of the Board. Motion carried.

**Action 21-005:** Motion by Flanagan, second by Martens, to authorize payment of claims for the 2021 fiscal year. Motion carried.

A budget hearing was held at 6:00 p.m.

**New Business:**

There were no conflicts of interest.

Superintendent Johnson & Business Manager Schweitzer discussed modifications to the budget as published in the Garretson Gazette on July 9<sup>th</sup>, 2020.

Matt Schrank gave the Board members some basic training with the iPads, as the Board plans to shift to a paperless format for meetings going forward.

**Action 21-006:** Motion by Martens, second by Flanagan, to designate Business Manager Schweitzer as custodian of all bank accounts, to designate Business Manager Schweitzer as Treasurer of School Food Services and Trust & Agency, to authorize Superintendent Johnson as

the purchasing agent, to designate First Bank & Trust as official depository, to designate Vice Chairperson, in addition to the Chairperson, to countersign checks drawn by the Business Manager, to authorize Superintendent Johnson as federal representative for all program applications and to authorize Business Manager as federal representative for fiscal responsibility and approval of federal funding, to designate Superintendent Johnson as the Truancy Officer, to designate the Board Chairperson as hearing official for the School Breakfast & Lunch Programs, to join the ASBSD Emergency Scholl Bus Mutual Assistance Pact, to approve membership to ASBSD & SDUSA, to set the School Board election as the second Tuesday in April in conjunction with the City of Garretson's election, April 13, 2021, to set the official meeting date & time of the Board meetings as the second Monday of each month at 5:45 p.m., to designate Samuel D. Kerr, of Lynn, Jackson, Shultz and Lebrun, P.C. as the School Attorney, to designate the Garretson Gazette as the official newspaper, and to authorize the agreement to continue membership with the Prairie Lakes Coop. Motion carried.

**Action 21-007:** Motion by Flanagan, second by Hanisch, to adopt a resolution to allow the Business Manager the authority to pay Xcel Energy, City of Garretson, Postage, Shell, Wright Express Gas Card and First Bank & Trust Credit Card when due, prior to the approval of monthly bills, to adopt a resolution to establish an Imprest Fund and set the Fund at \$20,000, to adopt a resolution to allow the Business Manager to invest school district funds, and to set a bond for the Business Manager & Assistant to the Business Manager at \$100,000 each. Motion carried.

**Action 21-008:** Motion by Hanisch, second by Sarar, to set the School Board Member Salary at \$60.00 per meeting, to set Substitute pay at \$110.00 per day & \$115.00 per day beyond ten consecutive days, to set prices for admission to school events at \$3 for students & \$5 for adults, to set activity ticket prices at \$20 for students & \$40 for adults, to participate in the National School Breakfast & Lunch Program and set the prices for adults at \$3.75 per meal for lunch and \$2.60 per meal for breakfast, for grades 6-12 at \$3.05 per meal for lunch and \$1.90 per meal for breakfast, for grades K-5 at \$2.95 per meal for lunch and \$1.90 per meal for breakfast, for reduced at \$0.40 per meal for lunch and \$0.30 per meal for breakfast, and \$0.50 per carton of milk, and to set Preschool fees at \$165.00 per month, Motion carried.

**Action 21-009:** Motion by Martens, second by Flanagan, to approve the Negotiated Professional Agreement with the Garretson Teachers Association. Motion carried.

**Action 21-010:** Motion by Flanagan, second by Sarar, to approve the contingency transfer and fiscal year 2020 supplemental budget. Motion carried.

**Action 21-011:** Motion by Hanisch, second by Flanagan, to vote for Heath Larson of Chester for the SDHSAA Runoff Election. Motion carried.

No information items were presented to the Board.

The First Readings of the following were presented to the Board as a part of the policy adoption process; Policy JHCC: Student Communicable Disease & Policy GBEB-R: Employee Communicable Disease Guidelines.

The Second Readings of Policy KH: Public Gifts to the Schools, Policy KI: Public Solicitation and Advertising in the Schools, & Policy KIA: Distribution and Posting of Promotional Materials were presented to the Board. No changes recommended. Administrative recommendation is for approval.

**Action 21-012:** Motion by Flanagan, second by Sarar, to adopt Policy KH: Public Gifts to the Schools, Policy KI: Public Solicitation and Advertising in the Schools, & Policy KIA: Distribution and Posting of Promotional Materials. Motion carried.

Administration provided the Board with four administrative reports:

- a. HVAC & Roof Projects Report - Superintendent Johnson gave the Board an update on the status of each of the projects going on in the school.
- b. ASBSD/SASD Joint Conference - Superintendent Johnson informed the Board about the joint virtual conference for ASBSD & SASD.
- c. Superintendent's Report - Superintendent Johnson gave the Board an update on the status of the ESSER & GEER federal funds.
- d. Prairie Lakes Coop - Board Member Sarar & Superintendent Johnson informed the Board that the Coop elected the same officers as last year and approved the budget for the upcoming fiscal year. They also gave the psychologists a 2% raise and changed the sick leave policy to ten days, beginning in January and ending in December each year.

**Action 21-013:** Motion by Martens, second by Flanagan, to adjourn at 8:05 p.m. Motion carried.

Approved by the Garretson Board of Education this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

## SCHOOL BOARD MINUTES

**Special Meeting    Garretson School District #49-4    5:45 p.m.    July 30, 2020**

Present: Shannon Nordstrom, Kari Flanagan, Rachel Hanisch, Tony Martens, Guy Johnson, Superintendent, & Jacob Schweitzer, Business Manager. Others present: Principal Teresa Hulscher, Principal Chris Long, Rebecca Barefoot, Carrie Moritz, Garrick Moritz, & Julie Mueller. Board member Ruth Sarar & Matt Schrank joined remotely via Zoom.

At 5:48 p.m., the Board convened in the Library at the Garretson School District for a special board meeting. All votes are unanimous, unless specifically noted in the minutes.

President Nordstrom led the Pledge of Allegiance and welcomed guests and visitors. President Nordstrom called for any additions or corrections to the Board agenda. There were no additions or corrections presented.

**Action 21-014:** Motion by Flanagan, second by Martens, to approve the agenda as presented. Motion carried.

**Action 21-015:** Motion by Sarar, second by Flanagan, to approve the 2020-2021 back to school plan, also allowing administration the flexibility to adjust the plan as local, state, and nationwide circumstances change. Motion carried.

**Action 21-016:** Motion by Martens, second by Hanisch, to go into executive session, pursuant to SDCL 1-25-2, subsection 1, personnel. Motion carried. The Board entered executive session at 7:34 p.m.

President Nordstrom declared the Board out of executive session at 7:52 p.m.

**Action 21-017:** Motion by Martens, second by Flanagan, to adjourn at 7:52 p.m. Motion carried.

Approved by the Garretson Board of Education this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

**Garretson School District #49-4**  
**Statement of Cash Receipts,**  
**Disbursements, and Cash Balances**  
**6/30/2020**

	General Fund	Capital Outlay Fund	Special Education Fund	Pension Fund	Bond Redemption Fund	Food Service Fund	Driver's Ed Fund	Preschool Fund	Trust & Agency Fund	Totals
<b>Cash Balance 06/01/2020</b>	\$ 1,580,222.13	\$ 1,278,909.19	\$ 56,070.59	\$ 0.61	\$ 390,174.73	\$ 56,385.03	\$ 8,318.82	\$ (18,272.54)	\$ 75,641.91	\$ 3,427,450.47
<b>Receipts:</b>										
<b>Local Sources:</b>										
Taxes	\$ 159,265.95	\$ 118,852.46	\$ 65,989.70		\$ 210.85					\$ 344,318.96
Utility Taxes										\$ -
Tuition										\$ -
Interest Income	\$ 1,046.75									\$ 1,046.75
Food Service Sales										\$ -
Student Activities	\$ 188.00							\$ 31,248.34		\$ 31,436.34
Admissions										\$ -
Insurance Premiums	\$ 206.98									\$ 206.98
Rentals										\$ -
Medicaid Services			\$ 2,579.85							\$ 2,579.85
Miscellaneous Local Revenues	\$ 4,258.82									\$ 4,258.82
<b>Intermediate Sources:</b>										
County Sources	\$ 937.66									\$ 937.66
<b>State Sources:</b>										
State Aid	\$ 164,976.00		\$ 11,804.00							\$ 176,780.00
State Apportionment										\$ -
Bank Franchise Tax										\$ -
Other State Revenue Sources	\$ 868.19		\$ 136.00			\$ 1,039.68				\$ 2,043.87
<b>Federal Sources:</b>										
Grants-in-Aid										\$ -
Food Service Assistance										\$ -
Misc. Federal Revenue										\$ -
<b>Total Receipts</b>	\$ 331,748.35	\$ 118,852.46	\$ 80,509.55	\$ -	\$ 210.85	\$ 1,039.68	\$ -	\$ -	\$ 31,248.34	\$ 563,609.23
<b>Sub Total</b>	\$ 1,911,970.48	\$ 1,397,761.65	\$ 136,580.14	\$ 0.61	\$ 390,385.58	\$ 57,424.71	\$ 8,318.82	\$ (18,272.54)	\$ 106,890.25	\$ 3,991,059.70
<b>Claims</b>	\$ (53,449.74)	\$ (493,565.83)	\$ (33,115.33)		\$ (383,380.00)	\$ (6,454.80)				\$ (969,965.70)
<b>Claims Payable</b>	\$ (34,120.20)	\$ (452,506.62)	\$ (14,834.77)			\$ (23,599.74)				\$ (525,061.33)
<b>Payroll</b>	\$ (255,803.70)		\$ (32,424.44)			\$ (2,611.33)		\$ (4,466.63)		\$ (295,306.10)
<b>Payroll Payable</b>	\$ (315,507.61)		\$ (28,196.52)					\$ (8,571.45)		\$ (352,275.58)
<b>ACH Fees</b>	\$ (4,702.02)		\$ 4,602.65			\$ (32.80)			\$ (5,467.45)	\$ (5,599.62)
<b>Voided Checks</b>	\$ 11.33	\$ 9,118.61								\$ 9,129.94
<b>Flex Adjustments</b>									\$ (409.60)	\$ (409.60)
<b>Trust and Agency Claims</b>									\$ (49,319.47)	\$ (49,319.47)
<b>Total Disbursements</b>	\$ (663,571.94)	\$ (936,953.84)	\$ (103,968.41)	\$ -	\$ (383,380.00)	\$ (32,698.67)	\$ -	\$ (13,038.08)	\$ (55,196.52)	\$ (2,188,807.46)
<b>Cash Balance Before Other Adjustments</b>	\$ 1,248,398.54	\$ 460,807.81	\$ 32,611.73	\$ 0.61	\$ 7,005.58	\$ 24,726.04	\$ 8,318.82	\$ (31,310.62)	\$ 51,693.73	\$ 1,802,252.24
<b>Preschool Transfer</b>	\$ (58,273.64)		\$ (7,202.36)					\$ 65,476.00		\$ -
<b>Other Transfers</b>	\$ 194.58			\$ (0.61)					\$ (193.97)	\$ -
<b>Worker's Compensation Split</b>	\$ 1,589.77		\$ (1,337.97)					\$ (251.80)		\$ -
<b>Interest Split</b>	\$ (2,875.91)				\$ 2,313.75	\$ 562.16				\$ -
<b>Total Cash 06/30/2020</b>	\$ 1,189,033.34	\$ 460,807.81	\$ 24,071.40	\$ -	\$ 9,319.33	\$ 25,288.20	\$ 8,318.82	\$ 33,913.58	\$ 51,499.76	\$ 1,802,252.24

<b>Bank Accounts</b>	
District Checking & MM	\$ 1,726,108.00
Certificate of Deposit - Unemployment	\$ 22,894.48
Trust and Agency Checking	\$ 39,366.14
Trust and Agency Certificate of Deposits	\$ 11,433.62
Petty Cash and Cash Change	\$ 1,750.00
Cash Change - Trust and Agency	\$ 700.00
<b>Total</b>	<u>\$ 1,802,252.24</u>



GARRETSON SCHOOL DISTRICT #49-4  
 BOARD REPORT AUGUST 10, 2020

CLAIMS  
 VENDOR NAME

VENDOR DESCRIPTION

AMOUNT

**GENERAL FUND**

A-OX WELDING SUPPLY CO. INC.	Cylinder Rentals	65.95
ALLIANCE COMMUNICATIONS	August 2020 Internet & Phone Services	679.00
APPLE, INC.	iPads	21,477.00
ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL	2020-2021 Membership Dues	240.00
BROADCAST MUSIC, INC.	Fiscal Year 2021 Services	152.72
CAROLINA BIOLOGICAL SUPPLY CO.	High School & Middle School Science Supplies	1,275.76
DAKOTA AUTO PARTS	Oil	26.76
DON'S AUTO & TIRE CO.	Short Bus AC Maintenance/Repairs	136.00
EMC	Fiscal Year 2021 Insurance	54,841.00
FIRST BANK & TRUST CREDIT CARD	Replacement Laptop Battery	84.70
FIRST DAKOTA INDEMNITY CO.	Worker's Compensation Insurance	903.00
G & R CONTROLS, INC.	Excise Tax Missed on Invoice #116685	17.39
GARRETSON GAZETTE	School Board Minutes/Public Releases	173.05
GARRETSON SCHOOL DISTRICT TRUST & AGENCY ACCOUNT	July 2020 Imprest Account Reimbursement	15.00
HILLYARD OF SIOUX FALLS	Misc. Cleaning/Maintenance Supplies	1,989.91
HOLMES, MURPHY & ASSOCIATES, LLC	Fiscal Year 2021 Bonds	750.00
HORACE MANN	July 2020 Flex Admin. Fees	54.00
KURTZ, SUSAN	July 2020 Financial Consultation	752.20
LAKESHORE	Elementary Supplies	149.47
LYNN, JACKSON, SHULTZ & LEBRUN, P.C.	Legal Services	99.00
MAC DOCTORS	Replace Broken Display	557.00
MENARDS - SIOUX FALLS EAST	Misc. Maintenance Supplies	1,923.55
MIDWEST FIELDTURF	Repairs to Synthetic Field Turf	3,370.00
MOSYLE CORPORATION	Mobile Device Manager License Fee Fiscal Year 2021	2,942.50
NCS PEARSON, INC.	Elementary Materials	197.16
NWEA	MAP Testing	6,850.00
PALISADES OIL CO.	Tire Repair	20.00
PITNEY BOWES	Postage	55.39
PLISKA, MICHELLE	Professional Development Dues Reimbursement	40.00
POPLERS MUSIC, INC.	Band Music	60.00
RUSTIC ACRES INDUSTRIES	"Y" Shields for Staff & Students	12,070.00
SANDERS PRINTING CO.	Athletic Schedules/Leave Forms/Schedule Passes	674.95
SANFORD	June 2020 Health Savings Account Contribution	145.00
SCHOLASTIC INC.	Elementary Magazines/Supplies	1,845.40
SCHOOL SPECIALTY	Elementary Supplies	1,455.45
SCHOOLMATE	Elementary Planners	450.00
SD DEP'T OF LABOR & REGULATION	Late Report/Late Payment Penalties	1,690.79
SOUTH DAKOTA UNITED SCHOOLS ASSOCIATION	2020-2021 Membership Dues	450.00
STECKLER, KEVIN	June & July 2020 Complex Mowing	760.00
STEVE'S ELECTRIC & PLUMBING, INC.	Miscellaneous Maintenance/Repairs	5,791.17
Super Duper Publications	Elementary Supplies	149.40
SUPERIOR-SHOWBOARD CO.	Middle School Science Awards	38.00
SUPREME SCHOOL SUPPLY CO.	Teacher Supplies	232.92
TEACHING TREASURES	Elementary Supplies	233.48
XCEL ENERGY	May & June 2020 Electricity	2,960.49
<b>TOTAL GENERAL FUND</b>		<b><u>\$128,844.56</u></b>

**CAPITAL OUTLAY FUND**

APPLE, INC.	iPads for Grades 3-5	56,941.96
ASSOCIATED CONSULTING ENGINEERING, INC.	Chiller Project - Construction Administration	402.60
CO-OP ARCHITECTURE	Roof Project - Construction Administration	1,125.00
DAKOTA SPORTS	Basketball Whiteboards	1,357.45
DALSIN, INC.	Roof Replacement Project	79,145.20
ELITE BUSINESS SYSTEMS	August 2020 Contracted Services	611.86
HAUFF MID-AMERICA SPORTS	Uniforms/Equipment	14,882.55
HIGH PLAINS TECHNOLOGY, INC.	Ceiling Mount/Zoneflex Wireless Access Point	114.00
KRIER & BLAIN, INC.	Chiller Project	38,881.00
NCS PEARSON, INC.	Supplies	360.40
TIME MANAGEMENT SYSTEMS, INC.	Implementation Method Change	900.00
<b>TOTAL CAPITAL OUTLAY FUND</b>		<b><u>\$194,722.02</u></b>

**SPECIAL EDUCATION FUND**

AUGUSTANA UNIVERSITY	Fall 2020 Tuition	6,400.00
GOODCARE, LLC	July 2020 Occupational/Physical Therapy	2,430.00
LIFESCAPE	June 2020 Services/Tuition	8,239.00
OLSON, DEAN & CINDY	Fall 2020 Tuition Reimbursement	199.00
PRO-ED, INC.	Artic Shuffle	104.50
SCHOOL SPECIALTY	Elementary Special Ed. Supplies	68.22
<b>TOTAL SPECIAL EDUCATION FUND</b>		<b><u>\$17,440.72</u></b>

**FOOD SERVICE FUND**

CASH-WA DISTRIBUTING CO.	Food/Food Supplies	4,155.16
GARRETSON SCHOOL DISTRICT TRUST & AGENCY ACCOUNT	July 2020 Imprest Account Reimbursement	321.48
PRAIRIE FARMS DAIRY - SIOUX FALLS	Milk	877.50
VANCO	July 2020 ACH Fees	32.45
<b>TOTAL FOOD SERVICE FUND</b>		<b><u>\$5,386.59</u></b>

**TOTAL CLAIMS**

**\$346,393.89**

Vendor ID: AOXWEL	A-OX WELDING SUPPLY CO. INC.	PO Number:	Invoice Number: 00235500	Amount:	65.95
Description: Cylinder Rentals		Invoice Date: 07/20/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46623	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1131 001 411	Cylinder Rentals		65.95		N
Vendor ID: ALLICOM	ALLIANCE COMMUNICATIONS	PO Number:	Invoice Number: 101838201	Amount:	679.00
Description: August 2020 Services		Invoice Date: 07/31/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46622	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2321 000 340	August 2020 Services		169.75		N
10 2529 000 340	August 2020 Services		169.75		N
10 2410 000 340	August 2020 Services		169.75		N
10 2411 000 340	August 2020 Services		169.75		N
Vendor ID: APPLINC	APPLE, INC.	PO Number:	Invoice Number: 500-50116817	Amount:	56,941.96
Description: Ipads		Invoice Date: 07/01/2020	Due Date: 07/27/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46624	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
21 1111 000 541	Elementary Ipads		56,941.96		N
Vendor ID: APPLINC	APPLE, INC.	PO Number:	Invoice Number: AC33892372	Amount:	21,477.00
Description: iPads		Invoice Date: 07/29/2020	Due Date: 07/30/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46624	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 4158 007	iPad 7G 32G Bundle 10 Pack- 6		21,477.00		N
Vendor ID: ASSOCON	ASSOCIATED CONSULTING ENGINEERING, INC.	PO Number:	Invoice Number: 0041187	Amount:	402.60
Description: Chiller Project		Invoice Date: 07/18/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46625	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
21 2535 000 479	Construction Administration - Mechanical		402.60		N
Vendor ID: ASSOSCH	ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL	PO Number:	Invoice Number: 07172020	Amount:	240.00
Description: 2020-2021 Membership Dues		Invoice Date: 07/17/2020	Due Date: 07/17/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46626	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2529 000 640	2020-2021 Membership Dues		240.00		N
Vendor ID: AUGUUNI	AUGUSTANA UNIVERSITY	PO Number:	Invoice Number: 742079	Amount:	6,400.00
Description: Leah Olson Fall 2020 Tuition		Invoice Date: 07/27/2020	Due Date: 08/03/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46627	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
22 1223 000 373	Leah Olson Fall 2020 Tuition		6,400.00		N

Vendor ID: BROAMUS      BROADCAST MUSIC, INC.      PO Number:      Invoice Number: 38159429      Amount: 152.72  
 Description: Fiscal Year 2021 Services      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46628      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 6900 470 319      Fiscal Year 2021 Services           152.72           N

Vendor ID: CAROBIO      CAROLINA BIOLOGICAL SUPPLY CO.      PO Number:      Invoice Number: 51086863      Amount: 45.00  
 Description: High School Science Supplies      Invoice Date: 07/13/2020      Due Date: 07/21/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46629      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 1131 000 411      Starfish 6-8 Plain Bulk Bag- 20           45.00           N

Vendor ID: CAROBIO      CAROLINA BIOLOGICAL SUPPLY CO.      PO Number:      Invoice Number: 51088295      Amount: 852.67  
 Description: High School Science Supplies      Invoice Date: 07/14/2020      Due Date: 07/21/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46629      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 1131 000 411      PS Mammalian Heart Biokit- 1           164.00           N  
 10 1131 000 411      Starfish Dissection Biokit- 1           63.00           N  
 10 1131 000 411      PS Pig Dissection Biokit- 1           390.00           N  
 10 1131 000 411      Hook-up Wire, Black- 1           14.85           N  
 10 1131 000 411      Digital, Pocket Thermostat- 4           83.20           N  
 10 1131 000 411      Freight & Handling           137.62           N

Vendor ID: CAROBIO      CAROLINA BIOLOGICAL SUPPLY CO.      PO Number:      Invoice Number: 51088296      Amount: 378.09  
 Description: Middle School Science Supplies      Invoice Date: 07/14/2020      Due Date: 07/21/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46629      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 1121 000 411      Incand. Lamps- 2           27.00           N  
 10 1121 000 411      Poly-Trays w/o Holes- 5           17.50           N  
 10 1121 000 411      Plastic Pots- 1           29.95           N  
 10 1121 000 411      Epidemic Simulation Kit- 1           46.00           N  
 10 1121 000 411      ACS Colorful Clue- 1           48.95           N  
 10 1121 000 411      Meter Sticks- 3           15.00           N  
 10 1121 000 411      WFP Monohybrid Seed Disk Set- 1           88.20           N  
 10 1121 000 411      WFP Seed, Improve Basic- 1           15.00           N  
 10 1121 000 411      WFP Anti-Algal Squares- 10           28.50           N  
 10 1121 000 411      Freight & Handling           36.89           N  
 10 1121 000 411      Epidemic Simulation Kit Refill- 1           25.10           N

Vendor ID: CASHWA      CASH-WA DISTRIBUTING CO.      PO Number:      Invoice Number: 12531212      Amount: 1,381.06  
 Description: Food/Food Supplies      Invoice Date: 07/07/2020      Due Date: 07/10/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46630      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 51 2562 000 461      Trix Cereal- 1           47.27           N

51 2562 000 461	Sliced Turkey- 1	69.05	N
51 2562 000 461	Sliced Ham- 2	103.96	N
51 2562 000 461	Apples- 1	37.27	N
51 2562 000 461	Carrots- 4	109.32	N
51 2562 000 461	Broccoli- 2	107.86	N
51 2562 000 461	Oranges- 1	41.73	N
51 2562 000 461	Bananas- 2	67.74	N
51 2562 000 461	Fresh Grape Tomatoes- 3	66.99	N
51 2562 000 461	Apple Juice- 4	62.56	N
51 2562 000 461	Orange Juice- 4	70.52	N
51 2562 000 461	Mini Cinnamon Rolls- 3	132.33	N
51 2562 000 461	Sliced Turkey Combo Pack- 2	91.32	N
51 2562 000 461	Oatmeal Cookies- 1	57.73	N
51 2562 000 461	Cinnamon Toast Crunch Cereal Bars- 1	41.07	0.00 N
51 2562 000 461	Wheat & White Hamburger Buns- 6	170.10	N
51 2562 000 461	Deilvery Fee	7.50	N
51 2562 000 411	Plastic Bags- 1	27.68	N
51 2562 000 411	Food Bags- 2	69.06	N

Vendor ID: CASHWA      CASH-WA DISTRIBUTING CO.      PO Number:      Invoice Number: 12539297      Amount: 690.40  
 Description: Food      Invoice Date: 07/10/2020      Due Date: 07/10/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46630      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
51 2562 000 461	Strawberry Craisins- 1		57.45		N	
51 2562 000 461	Scooby Doo Graham Crackers- 1		47.68		N	
51 2562 000 461	Frosted Flakes Cereal- 2		45.34		N	
51 2562 000 461	Celery- 2		30.80		N	
51 2562 000 461	Sliced American Cheese- 1		67.32		N	
51 2562 000 461	Oranges- 1		41.73		N	
51 2562 000 461	Mini Strawberry & Cream Cheese Bagels- 3		129.72		N	
51 2562 000 461	Peanut Butter & Jelly- 4		180.72		N	
51 2562 000 461	Cinnamon Toast Crunch Cereal Bars- 2		82.14		N	
51 2562 000 461	Delivery Fee		7.50		N	

Vendor ID: CASHWA      CASH-WA DISTRIBUTING CO.      PO Number:      Invoice Number: 12542102      Amount: 1,064.43  
 Description: Food      Invoice Date: 07/14/2020      Due Date: 07/16/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46630      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
51 2562 000 461	Cinnamon Toast Crunch Cereal- 2		96.00		N	
51 2562 000 461	Froot Loops Cereal- 1		33.48	0.00	N	
51 2562 000 461	Trix Cereal- 1		47.27		N	
51 2562 000 461	Apples- 3		111.81		N	
51 2562 000 461	Carrots- 2		54.66		N	

51 2562 000 461	Broccoli- 1	35.13	N
51 2562 000 461	Oranges- 3	129.60	N
51 2562 000 461	Bananas- 2	65.06	N
51 2562 000 461	Fresh Grape Tomatoes- 1	24.27	N
51 2562 000 461	Apple Juice- 4	62.56	N
51 2562 000 461	Orange Juice- 2	35.26	N
51 2562 000 461	Peanut Butter & Jelly Uncrustables- 2	90.36	N
51 2562 000 461	Mini Maple Pancakes- 3	144.21	N
51 2562 000 461	Wheat & White Hamburger Buns- 6	127.26	N
51 2562 000 461	Delivery Fee	7.50	N

Vendor ID: CASHWA      CASH-WA DISTRIBUTING CO.      PO Number:      Invoice Number: 12547644      Amount: 344.64

Description: Food      Invoice Date: 07/17/2020      Due Date: 07/17/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46630      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
51 2562 000 461	Froot Loops Cereal- 2		66.96		N	
51 2562 000 461	Goldfish Crackers- 1		63.98		N	
51 2562 000 461	Orange Juice- 2		35.26		N	
51 2562 000 461	Cherry Juice- 1		36.39		N	
51 2562 000 461	Mini Strawberry & Cream Cheese Bagels- 2		86.48		N	
51 2562 000 461	Mini Maple Pancakes- 1		48.07		N	
51 2562 000 461	Delivery Fee		7.50		N	

Vendor ID: CASHWA      CASH-WA DISTRIBUTING CO.      PO Number:      Invoice Number: 12550567      Amount: 674.63

Description: Food/Food Supplies      Invoice Date: 07/21/2020      Due Date: 07/21/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46630      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
51 2562 000 411	Plastic Bags- 2		55.36		N	
51 2562 000 461	Sliced Ham- 2		103.96		N	
51 2562 000 461	Apples- 3		111.81		N	
51 2562 000 461	Carrots- 2		54.66		N	
51 2562 000 461	Oranges- 2		86.40		N	
51 2562 000 461	Cauliflower- 3		65.61		N	
51 2562 000 461	Bananas- 2		65.06		N	
51 2562 000 461	Apple Juice- 2		31.28		N	
51 2562 000 461	Orange Juice- 2		35.26		N	
51 2562 000 461	Oatmeal Cookies- 1		57.73		N	
51 2562 000 461	Delivery Fee		7.50		N	

Vendor ID: COOPARC      CO-OP ARCHITECTURE      PO Number:      Invoice Number: 2556      Amount: 1,125.00

Description: Roof Replacement Project      Invoice Date: 07/24/2020      Due Date: 07/30/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46631      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 2535 000 479	95% of Lump Sum Fee- Final Payment		1,125.00		N	

Vendor ID: DAKOAUT      DAKOTA AUTO PARTS      PO Number:      Invoice Number: 75479      Amount: 26.76  
 Description: Oil      Invoice Date: 08/03/2020      Due Date: 08/03/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46632      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 2559 000 411      Oil- 6 Quarts           26.76      N

Vendor ID: DAKOT2      DAKOTA SPORTS      PO Number: 11279      Invoice Number: 70921      Amount: 2,704.70  
 Description: Cheer Uniforms      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: V      1099 Amount: 0.00  
 Sequence: 1      Check Type:      Checking Account ID:      Check Number:      Check Date:  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 6200 480 411      Shell with GHS in Front slimmer and Skir           2,675.00      N      Final  
 10 6200 480 411      shipping           29.70      N      Final

Vendor ID: DAKOT2      DAKOTA SPORTS      PO Number: 11279      Invoice Number: 70937      Amount: 375.30  
 Description: Cheer Uniforms      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: V      1099 Amount: 0.00  
 Sequence: 1      Check Type:      Checking Account ID:      Check Number:      Check Date:  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 6200 480 111      6" Metallic Pom Pom           249.00      N      Final  
 10 6200 480 411      Cheer Briefs           99.50      N      Final  
 10 6200 480 111      Shipping           26.80      N      Final

Vendor ID: DAKOT2      DAKOTA SPORTS      PO Number: 11297      Invoice Number: 73408      Amount: 1,357.45  
 Description: BASKETBALL WHITEBOARDS      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46633      Check Date: 08/10/2020  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 21 6900 485 479      48X72 BASKETBALL WHITEBOARD           519.00      N      Final  
 21 6900 485 479      48X72 BASKETBALL WHITEBOARD           519.00      N      Final  
 21 6900 485 479      24X36 BASKETBALL WHITEBOARD           84.95      N      Final  
 21 6900 485 479      Shipping           234.50      N      Final

Vendor ID: DAKOT2      DAKOTA SPORTS      PO Number: 11279      Invoice Number: V\*70921      Amount: (2,704.70)  
 Description: Cheer Uniforms      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: V      1099 Amount: 0.00  
 Sequence: 1      Check Type:      Checking Account ID:      Check Number:      Check Date:  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 6200 480 411      Shell with GHS in Front slimmer and Skir           (2,675.00)      N      Final  
 10 6200 480 411      shipping           (29.70)      N      Final

Vendor ID: DAKOT2      DAKOTA SPORTS      PO Number: 11279      Invoice Number: V\*70937      Amount: (375.30)  
 Description: Cheer Uniforms      Invoice Date: 08/05/2020      Due Date: 08/05/2020      Status: V      1099 Amount: 0.00  
 Sequence: 1      Check Type:      Checking Account ID:      Check Number:      Check Date:  
Chart of Account Number      Detail Description      Cost Center ID      Detail Amount      1099 Detail Amount      Asset/Asset Tag      In Full  
 10 6200 480 111      6" Metallic Pom Pom           (249.00)      N      Final  
 10 6200 480 111      Shipping           (26.80)      N      Final  
 10 6200 480 411      Cheer Briefs           (99.50)      N      Final

Vendor ID: DALSINC      DALSIN, INC.      PO Number:      Invoice Number: 07202020      Amount: 79,145.20  
 Description: Roof Replacement Project      Invoice Date: 07/20/2020      Due Date: 07/30/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46634      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 2535 000 520	Roof Project- Roof Labor		43,980.00		N	
21 2535 000 479	Roof Project- General Requirements		7,035.20		N	
21 2535 000 479	Roof Project- Sheet Metal Labor		3,630.00		N	
21 2535 000 520	Roof Project- Sheet Metal Material		24,500.00		N	

Vendor ID: DONSAUT      DON'S AUTO & TIRE CO.      PO Number:      Invoice Number: 46873      Amount: 136.00  
 Description: Short Bus AC Repairs/Maintenance      Invoice Date: 07/29/2020      Due Date: 08/04/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46635      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2559 000 323	Evacuate & Recharge AC System- Labor		85.00		N	
10 2559 000 323	Freon- 3.5		35.00		N	
10 2559 000 323	Tracer Dye- 0.5		16.00		N	

Vendor ID: ELITBUS      ELITE BUSINESS SYSTEMS      PO Number:      Invoice Number: INV47537      Amount: 611.86  
 Description: August 2020 Contracted Services      Invoice Date: 08/01/2020      Due Date: 08/04/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46636      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 1111 000 549	August 2020 Contracted Services		152.96		N	
21 1121 000 549	August 2020 Contracted Services		152.96		N	
21 1131 000 549	August 2020 Contracted Services		152.97		N	
21 2529 000 549	August 2020 Contracted Services		152.97		N	

Vendor ID: FIRSBANCC      FIRST BANK & TRUST      PO Number:      Invoice Number: 06262020-8519      Amount: 84.70  
 Description: June 2020 Statement      Invoice Date: 07/01/2020      Due Date: 07/27/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46637      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2227 000 412	Replacement Laptop Battery- 1		66.76		N	
10 2529 000 640	Interest		17.94		N	

Vendor ID: FIRSDAK      FIRST DAKOTA INDEMNITY CO.      PO Number:      Invoice Number: 3608985      Amount: 903.00  
 Description: Worker's Compensation Insurance      Invoice Date: 07/13/2020      Due Date: 07/14/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46638      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2529 000 240	Worker's Comp. - Installment #2		903.00		N	

Vendor ID: GRCONT      G & R CONTROLS, INC.      PO Number:      Invoice Number: 116685-1      Amount: 17.39  
 Description: Excise Tax Missed on Invoice #116685      Invoice Date: 07/01/2020      Due Date: 07/14/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46639      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2549 000 323	Excise Tax Missed on Invoice #116685		17.39		N	

Vendor ID: GARRTRU      GARRETSON SCHOOL DISTRICT TRUST & AGENCY ACCOUNT      PO Number:      Invoice Number: 07312020      Amount: 336.48  
 Description: July 2020 Imprest Account Reimbursement      Invoice Date: 07/31/2020      Due Date: 08/03/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46641      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
51 2562 000 461	SD Nutrition Services- Chicken Patties		163.48		N	
51 2562 000 461	SD Nutrition Services- Chicken Patties		158.00		N	
10 6900 000 411	Performance Press- 2020 Memory Mates		15.00		N	

Vendor ID: GOODLLC      GOODCARE, LLC      PO Number:      Invoice Number: 73120G      Amount: 2,430.00  
 Description: July 2020 Occupational/Physical Therapy      Invoice Date: 07/31/2020      Due Date: 08/03/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46642      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
22 2171 000 319	Physical Therapy- 7.5 hrs.		607.50		N	
22 2172 000 319	Occupational Therapy- 22.5 hrs.		1,822.50		N	

Vendor ID: HAUFMID      HAUFF MID-AMERICA SPORTS      PO Number: 11293      Invoice Number: 69596      Amount: 1,265.00  
 Description: Football Uniforms      Invoice Date: 07/15/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46643      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 6900 483 479	BLUE SMALL PANTS		180.00		N	Final
21 6900 483 479	BLUE MD PANTS		420.00		N	Final
21 6900 483 479	BLUE LARGE PANTS		300.00		N	Final
21 6900 483 479	BLUE XL PANTS		180.00		N	Final
21 6900 483 479	BLUE XXL PANTS		60.00		N	Final
21 6900 483 479	BLBLUE XXXL PANTS		60.00		N	Final
21 6900 483 479	SHIPPING		65.00		N	Final

Vendor ID: HAUFMID      HAUFF MID-AMERICA SPORTS      PO Number: 11293      Invoice Number: 69596-1      Amount: 65.00  
 Description: Football Uniforms      Invoice Date: 07/01/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46643      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 6900 483 479	shipping		65.00		N	Final

Vendor ID: HAUFMID      HAUFF MID-AMERICA SPORTS      PO Number: 11293      Invoice Number: 69599      Amount: 2,362.70  
 Description: Football Uniforms      Invoice Date: 07/27/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00  
 Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46643      Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 6900 483 479	WHITE SMALL PANTS		314.00		N	Final
21 6900 483 479	WHITE MD PANTS		826.00		N	Final
21 6900 483 479	WHITE LG PANTS		590.00		N	Final
21 6900 483 479	WHITE XL PANTS		354.00		N	Final
21 6900 483 479	WHITE XXLPANTS		118.00		N	Final
21 6900 483 479	WHITE XXXL PANTS		118.00		N	Final

21 6900 483 479	Shipping	42.70	N	Final
Vendor ID: HAUFMID	HAUFF MID-AMERICA SPORTS	PO Number: 11293	Invoice Number: 69600	Amount: 3,376.20
Description: Football Uniforms		Invoice Date: 07/17/2020	Due Date: 08/05/2020	Status: P 1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46643	Check Date: 08/10/2020
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u> <u>Asset/Asset Tag</u> <u>In Full</u>
21 6900 483 479	WHITE TOPS, NUMBERS ON QUOTE FORM		3,360.00	N Final
21 6900 483 479	shipping		16.20	N Final
Vendor ID: HAUFMID	HAUFF MID-AMERICA SPORTS	PO Number: 11293	Invoice Number: 69601	Amount: 3,376.20
Description: Football Uniforms		Invoice Date: 07/17/2020	Due Date: 08/05/2020	Status: P 1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46643	Check Date: 08/10/2020
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u> <u>Asset/Asset Tag</u> <u>In Full</u>
21 6900 483 479	BLUE TOPS, NUMBERS ON QUOTE FORM		3,360.00	0.00 N Final
21 6900 483 479	Shipping		16.20	N Final
Vendor ID: HAUFMID	HAUFF MID-AMERICA SPORTS	PO Number:	Invoice Number: 70921	Amount: 2,704.70
Description: Cheer Uniforms/Equipment		Invoice Date: 08/04/2020	Due Date: 08/05/2020	Status: P 1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46643	Check Date: 08/10/2020
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u> <u>Asset/Asset Tag</u> <u>In Full</u>
21 6900 480 479	Women's Performance Slimmers- 10		250.00	N
21 6900 480 479	Women's Skirts- 10		425.00	N
21 6900 480 479	Women's Cheer Shell Tops- 10		2,000.00	N
21 6900 480 479	Shipping		29.70	N
Vendor ID: HAUFMID	HAUFF MID-AMERICA SPORTS	PO Number:	Invoice Number: 70937	Amount: 375.30
Description: Cheer Uniforms/Equipment		Invoice Date: 07/17/2020	Due Date: 08/05/2020	Status: P 1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46643	Check Date: 08/10/2020
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u> <u>Asset/Asset Tag</u> <u>In Full</u>
21 6900 480 479	Poms- 12		249.00	N
21 6900 480 479	Cheer Briefs- 10		99.50	N
21 6900 480 479	Shipping		26.80	N
Vendor ID: HAUFMID	HAUFF MID-AMERICA SPORTS	PO Number:	Invoice Number: 73408	Amount: 1,357.45
Description: Basketball Whiteboards		Invoice Date: 07/27/2020	Due Date: 08/05/2020	Status: P 1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46643	Check Date: 08/10/2020
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u> <u>Asset/Asset Tag</u> <u>In Full</u>
21 6900 484 479	Wall Mount Playmaker Whiteboards		519.00	N
21 6900 484 479	Playmaker Whiteboard		42.48	N
21 6900 484 479	Shipping		117.25	N
21 6900 485 479	Shipping		117.25	N
21 6900 485 479	Wall Mount Playmaker Whiteboards		519.00	N
21 6900 485 479	Playmaker Whiteboard		42.47	N
Vendor ID: HIGHPLA	HIGH PLAINS TECHNOLOGY, INC.	PO Number:	Invoice Number: 43965	Amount: 89.00

Description: Ceiling Mount  
Sequence: 1 Check Type: Check Checking Account ID: 1 Invoice Date: 07/24/2020 Due Date: 07/27/2020 Status: P 1099 Amount: 0.00  
Check Number: 46644 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
21 1111 000 479 Epson Ceiling Mount for Projector- 1 72.00 N  
21 1111 000 479 Freight 17.00 N

Vendor ID: HIGHPLA HIGH PLAINS TECHNOLOGY, INC. PO Number: Invoice Number: 43984 Amount: 25.00  
Description: Ruckus Zoneflex Wireless Access Point Invoice Date: 07/29/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46644 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
21 1111 000 479 Ruckus Zoneflex Wireless Access Point- 4 0.00 N  
21 1111 000 479 Freight 25.00 N

Vendor ID: HILLYARD HILLYARD OF SIOUX FALLS PO Number: Invoice Number: 603971056 Amount: 216.60  
Description: Supplies Invoice Date: 07/24/2020 Due Date: 07/27/2020 Status: P 1099 Amount: 0.00  
Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46645 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
10 2549 000 411 Arsenal Carpet PH Rinse- 4 108.40 N  
10 2549 000 411 North Star- 4 Gallons 108.20 N

Vendor ID: HILLYARD HILLYARD OF SIOUX FALLS PO Number: Invoice Number: 603983585 Amount: 1,332.94  
Description: Miscellaneous Supplies Invoice Date: 08/03/2020 Due Date: 08/03/2020 Status: P 1099 Amount: 0.00  
Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46645 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
10 2549 000 411 Handle Aluminum Tip- 5 25.25 N  
10 2549 000 411 Hand Scrub Glacier Pads- 1 Case 27.92 N  
10 2549 000 411 Polish White Pads 5 Cases- 20 Each 63.20 N  
10 2549 000 411 Force SM 1 Degreaser- 4 Gallons 85.20 N  
10 2549 000 411 Mild Bowl & Porcelain Cleaner- 24 Quarts 99.12 N  
10 2549 000 411 Arsenal 1 Super Shine-All - 12 322.44 N  
10 2549 000 411 12-16 Gallon Garbage Bags- 4 Cases 95.88 N  
10 2549 000 411 56 Gallon Garbage Bags- 3 Cases 107.64 N  
10 2549 000 411 4 Gallon Garbage Bags- 1 Case 17.27 N  
10 2549 000 411 Arsenal 1 Non-Acid RR Cleaner- 8 132.00 N  
10 2549 000 411 Take Down Green Apple- 4 Gallons 147.20 N  
10 2549 000 411 60 Gallon Garbage Bags- 2 Cases 78.70 N  
10 2549 000 411 Sponge Scouring Light Duty 5 PK- 8 Cases 48.48 N  
10 2549 000 411 Aerosol Super Hil Aire Citrus 16 Oz- 8 32.96 N  
10 2549 000 411 Aerosol Gum Go 6.5 Oz- 12 49.68 N

Vendor ID: HILLYARD HILLYARD OF SIOUX FALLS PO Number: Invoice Number: 603983586 Amount: 21.04  
Description: Receptacles Invoice Date: 08/03/2020 Due Date: 08/03/2020 Status: P 1099 Amount: 0.00  
Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46645 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full



Description: June 2020 Services Invoice Date: 07/15/2020 Due Date: 07/17/2020 Status: P 1099 Amount: 8,239.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46650 Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
22 1223 000 373	Tuition		3,396.00	3,396.00	N	
22 1223 000 373	Tuition		3,916.00	3,916.00	N	
22 2152 000 319	Speech Therapy		1,023.75	1,023.75	N	
22 2152 000 319	Group Therapy		227.50	227.50	N	
22 2152 000 319	Speech Therapy- Contract Discount		(279.00)	(279.00)	N	
22 2152 000 319	Direct Therapy		113.75	113.75	N	
22 2152 000 319	Direct Therapy- Contract Discount		(31.00)	(31.00)	N	
22 2152 000 319	Group Therapy- Contract Discount		(128.00)	(128.00)	N	

Vendor ID: LYNNJAC LYNN, JACKSON, SHULTZ & LEBRUN, P.C. PO Number: Invoice Number: 170262-1-116926-SDK Amount: 99.00  
 Description: Legal Services Invoice Date: 07/21/2020 Due Date: 08/04/2020 Status: P 1099 Amount: 99.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46651 Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2315 000 399	Legal Services- 0.60 hrs.		99.00	99.00	N	

Vendor ID: MACDOC MAC DOCTORS PO Number: Invoice Number: 00021775 Amount: 557.00  
 Description: Replace Broken Display Invoice Date: 07/03/2020 Due Date: 07/10/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46652 Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1792	Bench Service - Replace Broken Display		90.00		N	
10 1792	Display Assembly- 1		465.00		N	
10 1792	Shop Supplies- 1		2.00		N	

Vendor ID: MENASFE MENARDS - SIOUX FALLS EAST PO Number: Invoice Number: 31828 Amount: 790.65  
 Description: Miscellaneous Supplies Invoice Date: 07/21/2020 Due Date: 07/21/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46653 Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2549 000 411	6V Floating Lantern- 7		27.79		N	
10 2549 000 411	Acrylic Sheet Standard Grade- 40		479.20		N	
10 2549 000 411	RW Performance Glove XL- 1		4.99		N	
10 2549 000 411	2" Safety Walk HD Black- 2		25.76		N	
10 2549 000 411	Duck Tape- 1		7.67		N	
10 2549 000 411	30 Pack Micro Fiber Clothes- 5		49.95		N	
10 2549 000 411	White PVC Pipe- 11		65.67		N	
10 2549 000 411	2' x 4' White Slatwall- 10		119.90		N	
10 2549 000 411	Color Duck 1.88 x 20 Yards- 3		9.72		N	

Vendor ID: MENASFE MENARDS - SIOUX FALLS EAST PO Number: Invoice Number: 32376 Amount: 761.72  
 Description: Supplies Invoice Date: 07/29/2020 Due Date: 07/29/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46653 Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
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10 2549 000 411	48" LED Light Bulbs 2 Pack- 5	64.95	N
10 2549 000 411	White PVC Pipe- 4	23.88	N
10 2549 000 411	24" LED Light Bulbs- 4	39.52	N
10 2549 000 411	Acrylic Sheet Standard Grade- 32	383.36	N
10 2549 000 411	30 Pack Micro Fiber Clothes- 2	19.98	N
10 2549 000 411	Extra Tropical 210 Load- 2	15.98	N
10 2549 000 411	Colored Duct Tape- 21	68.04	N
10 2549 000 411	3M Large Hole Repair- 1	6.98	N
10 2549 000 411	Vinyl Spackling Pint- 1	3.79	N
10 2549 000 411	Plastic Wood Filler- 1	4.98	N
10 2549 000 411	3M Original 14 Day "2"- 2	12.50	N
10 2549 000 411	3 PLY Mask 10 Pack- 1	7.85	N
10 2549 000 411	Purdy 1.5" Stiff Putty- 1	5.99	N
10 2549 000 411	2x4 Haven Slatwall- 8	103.92	N

Vendor ID: MENASFE      MENARDS - SIOUX FALLS EAST      PO Number:      Invoice Number: 32510      Amount: 371.18

Description: Supplies      Invoice Date: 07/31/2020      Due Date: 07/31/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46653      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2549 000 411	30 Pack Micro Fiber Clothes- 16		159.84		N	
10 2549 000 411	32oz Spray Bottles- 12		39.36		N	
10 2549 000 411	6" Foam Trimmer- 1		5.29		N	
10 2549 000 411	6" Mini Roller Refills- 1		10.99		N	
10 2549 000 411	4" Stop Rubber Wedges- 37		25.53		N	
10 2549 000 411	9.5" x 5.5" Sliders- 3		26.97		N	
10 2549 000 411	6" Super Wedges- 15		78.30		N	
10 2549 000 411	5" Stop Rubber Wedges- 10		24.90		N	

Vendor ID: MIDWFIE      MIDWEST FIELDTURF      PO Number:      Invoice Number: 4365      Amount: 3,370.00

Description: Repairs to Synthetic Field Turf      Invoice Date: 07/22/2020      Due Date: 07/27/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46654      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2549 000 323	Mobilization/Per Diem		1,065.00		N	
10 2549 000 323	Labor		2,305.00		N	

Vendor ID: MOSYCOR      MOSYLE CORPORATION      PO Number: 11355      Invoice Number: 2014936      Amount: 2,942.50

Description: Mobile Device Manager License Fee FY21      Invoice Date: 07/14/2020      Due Date: 08/05/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46655      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2227 000 319	MDM - MacBooks, iPads Manager FY 21 Fee		2,942.50	0.00	N	Final

Vendor ID: NCSPEAR      NCS PEARSON, INC.      PO Number:      Invoice Number: 10015208      Amount: 360.40

Description: Supplies      Invoice Date: 07/15/2020      Due Date: 07/20/2020      Status: P      1099 Amount: 0.00

Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46656      Check Date: 08/10/2020

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
Vendor ID: NCSPEAR      NCS PEARSON, INC.      PO Number:      Invoice Number: 10062413      Amount: 197.16						
Description: Elementary Materials      Invoice Date: 07/25/2020      Due Date: 07/31/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46656      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
21 1221 000 479	WIAT-III Enhanced Record Forms- 2		180.00		N	
21 1221 000 479	WIAT-III Enhanced Response Booklets- 2		160.00		N	
21 1221 000 479	Shipping & Handling		20.40		N	
Vendor ID: NWEA      NWEA      PO Number:      Invoice Number: 35988      Amount: 6,850.00						
Description: Map Testing      Invoice Date: 07/01/2020      Due Date: 07/14/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46657      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1111 000 424	PLS-5 REC FM (50)- 1		186.00		N	
10 1111 000 424	Shipping & Handling		11.16		N	
Vendor ID: OLSODEA      OLSON, DEAN & CINDY      PO Number:      Invoice Number: 742079      Amount: 199.00						
Description: Leah Olson Fall 2020 Tuition Reimb.      Invoice Date: 07/27/2020      Due Date: 08/03/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46658      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
22 1223 000 373	Leah Fall 2020 Tuition Reimbursement		199.00		N	
Vendor ID: PALIOIL      PALISADES OIL CO.      PO Number:      Invoice Number: 21818-1      Amount: 20.00						
Description: Tire Repair      Invoice Date: 08/01/2020      Due Date: 08/04/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46659      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2559 000 323	Tire Repair- 1		20.00		N	
Vendor ID: PITNBOW      PITNEY BOWES      PO Number:      Invoice Number: 07262020      Amount: 55.39						
Description: Postage      Invoice Date: 07/26/2020      Due Date: 08/04/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46660      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2529 000 341	Postage		55.39		N	
Vendor ID: PLISMIC      PLISKA, MICHELLE      PO Number:      Invoice Number: 07172020      Amount: 40.00						
Description: 2020 Sioux Chapter Workshop      Invoice Date: 07/17/2020      Due Date: 07/20/2020      Status: P      1099 Amount: 0.00						
Sequence: 1      Check Type: Check      Checking Account ID: 1      Check Number: 46661      Check Date: 08/10/2020						
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 2121 000 315	School/Mental Health Relationships		40.00		N	

Vendor ID: POPPMUS	POPPLERS MUSIC, INC.	PO Number:	Invoice Number: 2389025	Amount:	60.00
Description: Band Music		Invoice Date: 06/23/2020	Due Date: 07/16/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46662	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 6900 492 411	Minnie the Moocher- 1		60.00		N
Vendor ID: PRAIFAR	PRAIRIE FARMS DAIRY - SIOUX FALLS	PO Number:	Invoice Number: 7013258	Amount:	292.50
Description: Milk		Invoice Date: 07/08/2020	Due Date: 07/10/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46663	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
51 2562 000 461	Milk		292.50		N
Vendor ID: PRAIFAR	PRAIRIE FARMS DAIRY - SIOUX FALLS	PO Number:	Invoice Number: 7013332	Amount:	292.50
Description: Milk		Invoice Date: 07/14/2020	Due Date: 07/16/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46663	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
51 2562 000 461	Milk		292.50		N
Vendor ID: PRAIFAR	PRAIRIE FARMS DAIRY - SIOUX FALLS	PO Number:	Invoice Number: 7013431	Amount:	292.50
Description: Milk		Invoice Date: 07/21/2020	Due Date: 07/21/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46663	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
51 2562 000 461	Milk		292.50		N
Vendor ID: PROED	PRO-ED, INC.	PO Number:	Invoice Number: 2837763	Amount:	104.50
Description: Artic Shuffle		Invoice Date: 07/23/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46664	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
22 2152 000 411	Artic Shuffle- 1		95.00		N
22 2152 000 411	Shipping & Handling		9.50		N
Vendor ID: RUSTACR	RUSTIC ACRES INDUSTRIES	PO Number:	Invoice Number: 08052020	Amount:	12,070.00
Description: "Y" Shields		Invoice Date: 08/05/2020	Due Date: 08/05/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46665	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2549 000 411	"Y" Shields No Access Hole w/Handle- 250		12,070.00		N
Vendor ID: SANDPRI	SANDERS PRINTING CO.	PO Number:	Invoice Number: 00063097	Amount:	674.95
Description: Ath. Schedules/Leave Forms/Season Passes		Invoice Date: 08/03/2020	Due Date: 08/03/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46666	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 6900 000 411	Athletic Schedule Posters/Pocket Folders		324.45		N
10 6900 000 411	Athletic Season Passes- 650		214.50		N
10 2311 000 411	Leave Forms- 500		136.00		N

Vendor ID: SCHOINC SCHOLASTIC INC. PO Number: Invoice Number: 23262081 Amount: 107.91  
 Description: LFO Rebus Readers 2- Jacki Liester Invoice Date: 07/14/2020 Due Date: 07/27/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46667 Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1111 000 411	LFO Rebus Readers 2- 1		99.00		N	
10 1111 000 411	Shipping & Handling		8.91		N	

Vendor ID: SCHOINC2 SCHOLASTIC INC. PO Number: Invoice Number: M6919567 Amount: 1,737.49  
 Description: Elementary Magazines Invoice Date: 07/21/2020 Due Date: 07/27/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46668 Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1111 000 411	Stacey Anderson- My Big World (30)		181.50		N	
10 1111 000 411	Emily Backer- Scholastic News 1 (23)		145.48		N	
10 1111 000 411	Angela Bly- Scholastic News 3 (21)		132.83		N	
10 1111 000 411	Sam Bruns- Scholastic News 2 (18)		113.85		N	
10 1111 000 411	Lisa Danforth- Scholastic News 5 & 6(19)		120.18		N	
10 1111 000 411	Elizabeth Etrheim- Scholastic News 4(18)		113.85		N	
10 1111 000 411	Julie Hersom- Scholastic News 1 (23)		145.48		N	
10 1111 000 411	Alyxa Hoefert-Veld. - Let's Find Out(25)		158.13		N	
10 1111 000 411	Carley Shockman- Scholastic News 5 & 6		107.53		N	
10 1111 000 411	Jacki Liester- Let's Find Out (25)		158.13		N	
10 1111 000 411	Francis Ruml- Scholastic News 4 (18)		113.85		N	
10 1111 000 411	Amber Williamson- Scholastic News 3 (21)		132.83		N	
10 1111 000 411	Jodi Neugebauer- Scholastic News 2 (18)		113.85		N	

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125576295 Amount: 367.85  
 Description: Elementary Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1111 000 411	Deluxe Fraction Tower Activity Sets- 5		163.85		N	
10 1111 000 411	Paper Easel Post It Unruled 6 Pack- 1		144.90		N	
10 1111 000 411	Basic Classroom Dice Sets- 3		59.10		N	

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125576759 Amount: 12.62  
 Description: Elementary Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1111 000 411	Magnetic Fraction Tiles- 1		12.62		N	

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125576762 Amount: 25.52  
 Description: Middle School Science Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  

<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
10 1121 000 411	Compass Safety- 22		25.52		N	

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125577052 Amount: 68.22  
 Description: Elementary Special Ed. Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 22 2756 000 411 Glue Sticks 30 Pack- 1 14.67 N  
 22 2756 000 411 Clip Binders 12 Pack- 2 1.00 N  
 22 2756 000 411 Accessory Pencils 36 Pack- 1 52.55 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125577054 Amount: 33.57  
 Description: High School Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1131 000 411 Dry Erase Boards 10 Pack- 1 33.57 0.00 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125577077 Amount: 7.37  
 Description: Elementary Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1111 000 411 Paint- 1 7.37 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125577078 Amount: 10.94  
 Description: Elementary Supplies Invoice Date: 07/24/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1111 000 411 Birthday Crowns 30 Pack- 1 10.94 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 208125582517 Amount: 117.00  
 Description: Elementary Supplies Invoice Date: 07/25/2020 Due Date: 07/30/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1111 000 411 Words I Use When I Write Grades 1 & 2-45 117.00 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 308103560933 Amount: 119.57  
 Description: Elementary Supplies Invoice Date: 07/28/2020 Due Date: 08/04/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1111 000 411 Bar Cork Bulletins Self-Sealing- 4 56.84 N  
 10 1111 000 411 Clipboards- 5 13.10 N  
 10 1111 000 411 Dry Erase Class 36 Pack- 1 49.63 N

Vendor ID: SCHOSPEC SCHOOL SPECIALTY PO Number: Invoice Number: 308103561216 Amount: 517.32  
 Description: High School/Middle School FFA Supplies Invoice Date: 07/28/2020 Due Date: 08/04/2020 Status: P 1099 Amount: 0.00  
 Sequence: 1 Check Type: Check Checking Account ID: 1 Check Number: 46669 Check Date: 08/10/2020  
Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
 10 1121 000 411 Burner Range Single- 1 30.80 N

10 1131 000 411	Burner Range Single- 1	92.40	N
10 1131 000 411	Prime Chef Covered Saucepan- 1	24.08	N
10 1121 000 411	Prime Chef Covered Saucepan- 1	8.02	N
10 1121 000 411	Prime Chef Fry Pan- 1	6.82	N
10 1131 000 411	Prime Chef Fry Pan- 1	20.46	N
10 1131 000 411	Scale Compact Digital 3000G- 1	125.58	N
10 1121 000 411	Scale Compact Digital 3000G- 1	41.86	N
10 1121 000 411	Economy Double Hot Plate- 1	41.82	N
10 1131 000 411	Economy Double Hot Plate- 1	125.48	N

Vendor ID: SCHOSPEC	SCHOOL SPECIALTY	PO Number:	Invoice Number: 308103561931	Amount:	90.77
Description: Elementary Supplies		Invoice Date: 07/29/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46669	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1111 000 411	Science Grow a Frog Kit- 1		27.22		N
10 1111 000 411	Califone Headsets w/Inline Volume- 5		63.55	0.00	N

Vendor ID: SCHOSPEC	SCHOOL SPECIALTY	PO Number:	Invoice Number: 308103565016	Amount:	113.97
Description: Elementary Supplies		Invoice Date: 07/31/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46669	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1111 000 411	Paper Charts- 2		6.46		N
10 1111 000 411	Scissors 12 Pack- 2		39.40		N
10 1111 000 411	Paper 3/8 Ruled Red- 2		6.30		N
10 1111 000 411	Welcome Mid Century Modern Banner- 1		4.66		N
10 1111 000 411	#2 Pencils 144 Pack- 1		7.67		N
10 1111 000 411	StikkiWorks Adhesive Clips 20 Pack- 2		5.70		N
10 1111 000 411	Command Wire Hooks/Adhesive Strips- 1		21.89		N
10 1111 000 411	Command Med Utility Hooks/Adh. Strips- 1		21.89		N

Vendor ID: SCHOSPEC	SCHOOL SPECIALTY	PO Number:	Invoice Number: 308103565017	Amount:	38.95
Description: Elementary Supplies		Invoice Date: 07/31/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46669	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1111 000 411	Birthday Crowns 30 Pack- 1		10.94		N
10 1111 000 411	Small Sand Combo 8 Pack Timers- 1		8.75		N
10 1111 000 411	Wall Pocket Magnetic Legal- 1		19.26		N

Vendor ID: SCHOMAT	SCHOOLMATE	PO Number:	Invoice Number: IN000536820	Amount:	450.00
Description: Elementary Planners		Invoice Date: 07/10/2020	Due Date: 07/16/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46670	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1111 000 411	Elementary Planners- 125		393.75		N
10 1111 000 411	Shipping & Handling		56.25		N

Vendor ID: SDDEPTLAB	SD DEP'T OF LABOR & REGULATION	PO Number:	Invoice Number: 06302020	Amount:	1,635.00
Description: Reemployment Assistance		Invoice Date: 07/31/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46671	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2529 000 640	Reemployment Assistance		1,635.00	0.00	N
Vendor ID: SDDEPTLAB	SD DEP'T OF LABOR & REGULATION	PO Number:	Invoice Number: 07012020	Amount:	55.79
Description: Late Report/Late Payment Penalties		Invoice Date: 07/01/2020	Due Date: 07/16/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46671	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2529 000 640	Late Report Penalty		25.00		N
10 2529 000 640	Late Payment Penalty		25.00		N
10 2529 000 640	Interest		5.79		N
Vendor ID: SOUTDAKUNI	SOUTH DAKOTA UNITED SCHOOLS ASSOCIATION	PO Number:	Invoice Number: 2197	Amount:	450.00
Description: 2020-2021 Membership Dues		Invoice Date: 07/10/2020	Due Date: 07/10/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46672	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2311 000 640	2020-2021 Membership Dues		450.00		N
Vendor ID: STECKEV	STECKLER, KEVIN	PO Number:	Invoice Number: 07012020	Amount:	540.00
Description: June 2020 Complex Mowing		Invoice Date: 07/01/2020	Due Date: 07/20/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46673	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2549 000 323	June 2020 Complex Mowing- 54 hrs.		540.00		N
Vendor ID: STECKEV	STECKLER, KEVIN	PO Number:	Invoice Number: 08032020	Amount:	220.00
Description: July 2020 Complex Mowing		Invoice Date: 08/03/2020	Due Date: 08/03/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46673	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2549 000 323	July 2020 Complex Mowing- 22 hrs.		220.00		N
Vendor ID: STEVELE	STEVE'S ELECTRIC & PLUMBING, INC.	PO Number:	Invoice Number: 08032020	Amount:	5,791.17
Description: Miscellaneous Maintenance/Repairs		Invoice Date: 08/03/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46674	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2549 000 323	A/C Roof Top Repair		293.25		N
10 2549 000 323	Kindergarten Bathroom Maint./Repairs		708.36		N
10 2549 000 323	Kiln & Envirolink Maint./Repairs		801.87		N
10 2549 000 323	Automatic Lav. Faucets- 5		3,297.15		N
10 2549 000 323	Disable Drinking Faucets- 13		293.25		N
10 2549 000 323	Repair Leak in Pilot Tube Connection		48.45		N
10 2549 000 323	Water Heater/Parking Lights Maint./Rep.		224.34		N



Vendor ID: TEACTRE	TEACHING TREASURES	PO Number:	Invoice Number: 48214	Amount:	43.99
Description: Elementary Supplies- Jodi N.		Invoice Date: 07/29/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46678	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1111 000 411	Rekenrek 20 Bead Group- 1		43.99		N
Vendor ID: TEACTRE	TEACHING TREASURES	PO Number:	Invoice Number: 48215	Amount:	33.58
Description: Middle School Supplies- Kari S.		Invoice Date: 07/29/2020	Due Date: 08/04/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46678	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 1121 000 411	Grammar/Capitalization- 1		9.59	0.00	N
10 1121 000 411	Daily 6 Trait Writing 6+- 1		23.99	0.00	N
Vendor ID: TIMEMAN	TIME MANAGEMENT SYSTEMS, INC.	PO Number:	Invoice Number: 237862	Amount:	900.00
Description: Implementation Method Change		Invoice Date: 06/11/2020	Due Date: 07/28/2020	Status: P	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 46679	Check Date: 08/10/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
21 2529 000 472	Implementation Method Change- 5 hrs.		900.00		N
Vendor ID: XCELENE	XCEL ENERGY	PO Number:	Invoice Number: 0853732671	Amount:	2,892.62
Description: 401 Main Ave. June/July 2020 Electric		Invoice Date: 08/04/2020	Due Date: 08/25/2020	Status: AP	1099 Amount: 0.00
Sequence: 1	Check Type: Automatic Payment	Checking Account ID: 1	Check Number: 9130	Check Date: 08/25/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2542 001 321	401 Main Ave. June/July 2020 Electric		2,892.62	0.00	N
Vendor ID: XCELENE	XCEL ENERGY	PO Number:	Invoice Number: 0853732683	Amount:	202.49
Description: 700 Nordstrom Ave June/July '20 Electric		Invoice Date: 08/04/2020	Due Date: 08/25/2020	Status: AP	1099 Amount: 0.00
Sequence: 1	Check Type: Automatic Payment	Checking Account ID: 1	Check Number: 9130	Check Date: 08/25/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2542 001 321	700 Nordstrom Ave June/July '20 Electric		202.49		N
Vendor ID: XCELENE	XCEL ENERGY	PO Number:	Invoice Number: 0853734735	Amount:	154.13
Description: 409 1st St. June/July 2020 Electric		Invoice Date: 08/04/2020	Due Date: 08/25/2020	Status: AP	1099 Amount: 0.00
Sequence: 1	Check Type: Automatic Payment	Checking Account ID: 1	Check Number: 9130	Check Date: 08/25/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2542 001 321	409 1st St. June/July 2020 Electric		154.13		N
Vendor ID: XCELENE	XCEL ENERGY	PO Number:	Invoice Number: 0853734987	Amount:	61.77
Description: 916 Dows St. June/July 2020 Electric		Invoice Date: 08/04/2020	Due Date: 08/25/2020	Status: AP	1099 Amount: 0.00
Sequence: 1	Check Type: Automatic Payment	Checking Account ID: 1	Check Number: 9130	Check Date: 08/25/2020	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 2542 001 321	916 Dows St. June/July 2020 Electric		61.77		N

Report 1099 Total: 9,090.20

Report Total: 291,498.91

Garretson School District #49-4

Imprest Checks

July 2020

Name

Description

Amount

**GENERAL FUND**

Performance Press

2020 Memory Mates

\$15.00

**TOTAL GENERAL FUND**

**\$15.00**

**FOOD SERVICE FUND**

SD Dep't of Ed. - Child & Adult Nutrition Services

Reimbursement- Chicken Patties

\$163.48

SD Dep't of Ed. - Child & Adult Nutrition Services

Reimbursement- Chicken Patties

\$158.00

**TOTAL FOOD SERVICE FUND**

**\$321.48**

**TOTAL IMPREST CHECKS**

**\$336.48**



Checking Account: 2	2					
08012020	07/02/2020		August 2020 Life	71 415 716		150.00
08012020	07/02/2020		August 2020 AD&D	71 415 716		30.00
Check Number: 19392	Check Type: Check	Check Date: 07/31/2020	Vendor: FIRSBANCC	FIRST BANK & TRUST	Check Total:	393.93
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
06262020-3932	07/01/2020		Totes for Graduation Students	71 415 720	200.00	
06262020-3932	07/01/2020		Totes for Graduation Students	71 415 790	193.93	
Check Number: 19393	Check Type: Check	Check Date: 07/31/2020	Vendor: SANFHEA	SANFORD HEALTH PLAN	Check Total:	16.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
#EV07-2020	07/22/2020		July 2020 Participation Fees- 8	71 415 718	16.00	
Check Number: 19394	Check Type: Check	Check Date: 07/31/2020	Vendor: VSP	VISION SERVICE PLAN	Check Total:	519.36
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
809944909	07/18/2020		August 2020 Coverage Billing	71 415 716	519.36	

\*Denotes Expensed Invoice Item

Checking Account ID: 2

Total without Voids: 44,519.40





Batch Description: July 2020 GF Acct. Bank Rec.  
Checking Account: 1 1

Processing Month: 07/2020

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	07/31/2020	2,059,991.51

Outstanding Automatic Payments

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
9125	FIRST BANK AND TRUST	08/14/2020	15,366.06
9126	FIRST BANK AND TRUST	08/28/2020	15,365.52
	Total:		<u>30,731.58</u>

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
9015	GARRETSON SCHOOL DISTRICT FLEX ACCOUNT	10/15/2019	292.95
9016	GARRETSON SCHOOL TRUST & AGENCY	10/15/2019	5,716.90
9017	MN DEPT. OF REVENUE	10/15/2019	117.62
45643	AMERICAN FUNDS SERVICE CO.	08/28/2019	135.00
45816	THOMAS BUS SALES INC.	10/14/2019	296.00
45882	MELANIE KOSKELA	11/11/2019	20.00
46396	STATE OF IOWA- TREASURER	04/30/2020	70.00
46440	STATE OF IOWA- TREASURER	05/15/2020	60.00
46441	STATE OF IOWA- TREASURER	05/29/2020	60.00
46466	KIM FITZGERALD	06/08/2020	2.60
46491	MARLENE RODER	06/08/2020	18.30
46502	JOSE VARGAS	06/08/2020	10.00
46513	STATE OF IOWA- TREASURER	06/15/2020	60.00
46523	STATE OF IOWA- TREASURER	06/30/2020	60.00
46530	STATE OF IOWA- TREASURER	07/15/2020	60.00
46531	AMERICAN FUNDS SERVICE CO.	07/30/2020	85.00
46532	AMERICAN GENERAL LIFE INSURANCE	07/30/2020	100.00
46533	GARRETSON SCHOOL DISTRICT FLEX ACCOUNT	07/30/2020	1,006.42
46534	GARRETSON SCHOOL TRUST & AGENCY	07/30/2020	11,062.75
46535	HORACE MANN LIFE INS. CO.	07/30/2020	85.00
46536	SOUTH DAKOTA SUPPLEMENTAL RETIREMENT PLAN	07/30/2020	50.00
46537	STATE OF IOWA- TREASURER	07/30/2020	60.00
46538	AMERICAN FUNDS SERVICE CO.	08/14/2020	85.00
46539	AMERICAN GENERAL LIFE INSURANCE	08/14/2020	100.00
46540	GARRETSON SCHOOL DISTRICT FLEX ACCOUNT	08/14/2020	1,006.42
46541	GARRETSON SCHOOL TRUST & AGENCY	08/14/2020	11,058.57
46542	HORACE MANN LIFE INS. CO.	08/14/2020	85.00
46543	SOUTH DAKOTA SUPPLEMENTAL RETIREMENT PLAN	08/14/2020	50.00
46544	STATE OF IOWA- TREASURER	08/14/2020	60.00
46545	AMERICAN FUNDS SERVICE CO.	08/28/2020	85.00
46546	AMERICAN GENERAL LIFE INSURANCE	08/28/2020	100.00
46547	GARRETSON SCHOOL DISTRICT FLEX ACCOUNT	08/28/2020	1,005.18
46548	GARRETSON SCHOOL TRUST & AGENCY	08/28/2020	11,058.57
46549	HORACE MANN LIFE INS. CO.	08/28/2020	85.00
46550	SOUTH DAKOTA SUPPLEMENTAL RETIREMENT PLAN	08/28/2020	50.00
46551	STATE OF IOWA- TREASURER	08/28/2020	60.00
46554	ARGUS LEADER MEDIA	07/13/2020	3.86
46558	AWARD EMBLEM MFG. CO., INC.	07/13/2020	238.56
46578	TONY MARTENS	07/13/2020	200.00

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
46582	MICHELLE PLISKA	07/13/2020	168.90
46598	DAVE VANDER GRIFT	07/15/2020	431.73
46617	DAVE VANDER GRIFT	07/30/2020	1,012.46
46618	GARRETSON SCHOOL DISTRICT FLEX ACCOUNT	07/30/2020	511.84
46619	GARRETSON SCHOOL TRUST & AGENCY	07/30/2020	5,355.95
46621	NEW YORK LIFE INSURANCE	07/30/2020	131.92
Total:			52,372.50

Outstanding Deposits and Manual Journal Entries

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
Ck 46472	Voided Ck High Plains	06/30/2020	170.00
Ck 46590	Voided Ck Steve's Electric	06/30/2020	8,948.61
DirDep	PR Employee Direct Deposits	08/28/2020	(46,386.03)
DirDep	PR Payee Direct Deposits	08/28/2020	(7,602.90)
DirDep	PR Employee Direct Deposits	08/28/2020	(4,202.27)
DirDep	PR Payee Direct Deposits	08/28/2020	(671.82)
DirDep	PR Payee Direct Deposits	08/14/2020	(671.84)
DirDep	PR Employee Direct Deposits	08/14/2020	(1,196.97)
DirDep	PR Payee Direct Deposits	08/14/2020	(195.06)
DirDep	PR Payee Direct Deposits	08/14/2020	(7,603.23)
DirDep	PR Employee Direct Deposits	08/14/2020	(4,201.99)
DirDep	PR Employee Direct Deposits	08/14/2020	(46,387.50)
DirDep	PR Employee Direct Deposits	08/28/2020	(1,196.97)
DirDep	PR Payee Direct Deposits	08/28/2020	(195.04)
Total:			(111,393.01)

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>
2,059,991.51	(194,497.09)	1,865,494.42	1,865,494.42

Cleared Automatic Payment Total:	49,735.31
Cleared Checks Total:	619,409.20
Cleared Direct Deposit Total:	(171,803.80)
Cleared Void Total:	9,118.61
Cleared Deposit Total:	274,605.15
Cleared Manual Journal Entries Total:	161.52
Cleared Sales Journal Total:	

Batch Description: July 2020 T&A Acct. Bank Rec.  
Checking Account: 2 2

Processing Month: 07/2020

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	07/31/2020	37,866.48

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
18791	TABITHA KLINGENBERG	05/13/2019	25.00
18797	SIOUX VALLEY SCHOOL	05/13/2019	35.00
18936	Amber Hulse	09/16/2019	250.00
18945	Jason Gruenhagen	09/20/2019	75.00
19063	Audra Genzler	11/08/2019	10.00
19115	GARRETSON BOOSTER CLUB	11/26/2019	305.26
19338	MELANIE KOSKELA	04/14/2020	40.00
19377	MICHELLE PLISKA	06/19/2020	64.11
19378	KRISTI VANDEROSTYNE	06/19/2020	77.25
19392	FIRST BANK & TRUST	07/31/2020	393.93
19393	SANFORD HEALTH PLAN	07/31/2020	16.00
19394	VISION SERVICE PLAN	07/31/2020	519.36
	Total:		<u>1,810.91</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>
37,866.48	(1,810.91)	36,055.57	36,055.57

Cleared Automatic Payment Total:  
 Cleared Checks Total: 56,409.19  
 Cleared Direct Deposit Total:  
 Cleared Void Total:  
 Cleared Deposit Total: 42,733.47  
 Cleared Manual Journal Entries Total: (1,718.61)  
 Cleared Sales Journal Total:



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 1  
 ACCOUNT NUMBER ENDING 0057  
 75

GARRETSON SCHOOL  
 GENERAL FUND/FOOD SERVICE  
 PO BOX C  
 GARRETSON SD 57030-0381

## CHECKING ACCOUNT

Account Title: GARRETSON SCHOOL  
 GENERAL FUND/FOOD SERVICE

INTEREST CHECKING		NUMBER OF ENCLOSURES	75
ACCOUNT NUMBER	ENDING 0057	Statement Dates	7/01/20 thru 8/02/20
PREVIOUS BALANCE	116,210.61	DAYS IN THE STATEMENT PERIOD	33
5 DEPOSITS	888,838.97	AVERAGE LEDGER BALANCE	179,544.72
88 CHECKS/DEBITS	794,205.94	AVERAGE COLLECTED BAL	179,544.72
SERVICE CHARGE	.00	Interest Earned	73.05
INTEREST PAID	73.05	Annual Percentage Yield Earned	0.45%
NEW BALANCE	210,916.69	2020 Interest Paid	420.25

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	\$ .00	\$ .00
TOTAL NSF RETURNED ITEM FEES	\$ .00	\$ .00

## DEPOSITS

DATE	DESCRIPTION	AMOUNT
7/08	Transfer to DDA	193.97
7/15	Transfer to DDA	100,000.00
7/15	Transfer to DDA	450,000.00
7/21	Transfer to DDA	150,000.00
7/31	AP ACH STATE OF SOUTH D 6466000364 20/07/31 TRACE# -091408593855778	188,645.00
8/02	Interest Deposit	73.05



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 2  
 ACCOUNT NUMBER ENDING 0057  
 75

GARRETSON SCHOOL  
 GENERAL FUND/FOOD SERVICE  
 PO BOX C  
 GARRETSON SD 57030-0381

INTEREST CHECKING ENDING 0057 (Continued)

WITHDRAWALS		
DATE	DESCRIPTION	AMOUNT
7/09	BILLING MERCH SERVICES 1310281170 20/07/09 TRACE# -242071751032077	32.45-
7/15	PAYROLL GARRETSON SCHOOL 1466002580 20/07/15 TRACE# -091408441920024	19,854.34-
7/15	PAYROLL GARRETSON SCHOOL 1466002580 20/07/15 TRACE# -091408441900043	51,786.46-
7/16	MN Rev pay MN DEPT OF REVEN X416007162 20/07/16 TRACE# -042000016200077	71.79-
7/29	XCELENERGY XCEL ENERGY-MN 7410448030 20/07/29 TRACE# -091000011926070	2,960.49-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408441930005	1,374.94-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408441920029	2,423.72-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408442090030	2,869.70-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408441900048	8,470.13-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408441900048	8,470.13-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408442090025	24,767.92-
7/30	PAYROLL GARRETSON SCHOOL 1466002580 20/07/30 TRACE# -091408441900043	51,786.46-



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 3  
 ACCOUNT NUMBER ENDING 0057  
 75

GARRETSON SCHOOL  
 GENERAL FUND/FOOD SERVICE  
 PO BOX C  
 GARRETSON SD 57030-0381

INTEREST CHECKING ENDING 0057 (Continued)

WITHDRAWALS		
DATE	DESCRIPTION	AMOUNT
7/31	MN Rev pay MN DEPT OF REVEN X416007162 20/07/31 TRACE# -042000015402685	112.65-

CHECKS IN NUMBER ORDER								
DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
7/09	46369	50.00	7/20	46561	1,413.00	7/22	46588	2,769.94
7/14	46477*	22.10	7/22	46562	1,125.00	7/17	46589	50.00
7/15	46485*	1,500.00	7/20	46563	202.79	7/24	46591*	45.00
7/20	46486	7.99	7/20	46564	196,839.70	7/21	46592	12.03
7/06	46514*	767.47	7/16	46565	1,345.71	7/21	46593	352.50
7/07	46515	135.00	7/20	46566	2,711.00	7/20	46594	15,583.32
7/16	46516	100.00	7/28	46567	2,393.51	7/20	46595	3,463.31
7/28	46517	1,718.07	7/21	46568	553.23	7/23	46596	120.00
7/28	46518	20,383.90	7/17	46569	8,845.00	7/20	46597	492.76
7/08	46519	85.00	7/20	46570	6,815.15	7/28	46599*	284.56
7/08	46521*	131.92	7/20	46571	2,540.00	7/28	46600	1,169.81
7/08	46522	50.00	7/20	46572	2,700.00	7/21	46602*	131.92
7/23	46524*	85.00	7/17	46573	1,318.64	7/20	46603	277.05
7/28	46525	100.00	7/17	46574	235,000.00	7/16	46604	277.05
7/28	46526	1,006.42	7/20	46575	120.00	7/15	46605	259.05
7/28	46527	11,062.75	7/20	46576	8,812.00	7/14	46606	249.05
7/22	46528	85.00	7/20	46577	82.50	7/15	46607	1,711.37
7/22	46529	50.00	7/21	46579*	1,234.86	7/17	46608	913.95
7/16	46552*	683.00	7/20	46580	90.00	7/14	46609	2,892.26
7/17	46553	133.90	7/27	46581	768.49	7/14	46610	1,523.65
7/20	46555*	40.00	7/27	46583*	956.14	7/14	46611	896.03
7/20	46556	402.60	7/20	46584	1,198.75	7/17	46612	240.06
7/20	46557	435.00	7/20	46585	5,525.88	7/28	46613	350.01
7/20	46559*	6,817.67	7/16	46586	529.90	7/28	46614	365.92
7/16	46560	779.12	7/20	46587	200.00	7/21	46616*	54,841.00

\* INDICATES MISSING CHECK NUMBER

DAILY BALANCES					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
7/01	116,210.61	7/07	115,308.14	7/09	115,152.74
7/06	115,443.14	7/08	115,235.19	7/14	109,569.65



Garretson School District No. 49-4 check #46369 dated 06/13/2020 for \$50.00 payable to Stacy And 00/100 Dollars.

Garretson School District No. 49-4 check #46477 dated 06/08/2020 for \$22.10 payable to MAUREEN ELEVEN.

46369 Date: 07/09 Amount: \$50.00

46477 Date: 07/14 Amount: \$22.10

Garretson School District No. 49-4 check #46485 dated 06/08/2020 for \$1,500.00 payable to JOEY BRUNER.

Garretson School District No. 49-4 check #46486 dated 06/08/2020 for \$7.99 payable to MICHELLE GLOSSOP.

46485 Date: 07/15 Amount: \$1,500.00

46486 Date: 07/20 Amount: \$7.99

Garretson School District No. 49-4 check #46514 dated 06/30/2020 for \$767.47 payable to DAVE VANDER GRIFF.

Garretson School District No. 49-4 check #46515 dated 06/30/2020 for \$135.00 payable to ATTN: GROUP PLANS AMERICAN FIDELITY SERVICE CO.

46514 Date: 07/06 Amount: \$767.47

46515 Date: 07/07 Amount: \$135.00

Garretson School District No. 49-4 check #46516 dated 06/30/2020 for \$100.00 payable to AMERICAN GENERAL LIFE INSURANCE.

Garretson School District No. 49-4 check #46517 dated 06/30/2020 for \$1,718.07 payable to GARRETSON SCHOOL DISTRICT FLEX ACCOUNT.

46516 Date: 07/16 Amount: \$100.00

46517 Date: 07/28 Amount: \$1,718.07

Garretson School District No. 49-4 check #46518 dated 06/30/2020 for \$20,383.90 payable to GARRETSON SCHOOL TRUST & AGENCY.

Garretson School District No. 49-4 check #46519 dated 06/30/2020 for \$5.00 payable to HOPAGE MARK LIFE INS. CO.

46518 Date: 07/28 Amount: \$20,383.90

46519 Date: 07/08 Amount: \$5.00

Garretson School District No. 49-4 check #46521 dated 06/30/2020 for \$131.92 payable to NEW YORK LIFE INSURANCE.

Garretson School District No. 49-4 check #46522 dated 06/30/2020 for \$0.00 payable to SOUTH DAKOTA SUPPLEMENTAL-RETIREDPT PLAN.

46521 Date: 07/08 Amount: \$131.92

46522 Date: 07/08 Amount: \$50.00

Garretson School District No. 49-4 check for \$85.00 dated 07/15/2020 payable to American Funds Service Co.

46524 Date: 07/23 Amount: \$85.00

Garretson School District No. 49-4 check for \$1,024.42 dated 07/15/2020 payable to Garretson School District Flex Account.

46526 Date: 07/28 Amount: \$1,006.42

Garretson School District No. 49-4 check for \$5.00 dated 07/15/2020 payable to Hospace Mann Life Ins. Co.

46528 Date: 07/22 Amount: \$85.00

Garretson School District No. 49-4 check for \$63.00 dated 07/13/2020 payable to Alliance Communications.

46552 Date: 07/16 Amount: \$683.00

Garretson School District No. 49-4 check for \$40.00 dated 07/13/2020 payable to Sara Assid.

46555 Date: 07/20 Amount: \$40.00

Garretson School District No. 49-4 check for \$435.00 dated 07/13/2020 payable to ATRI: SD Teacher Pensions Center.

46557 Date: 07/20 Amount: \$435.00

Garretson School District No. 49-4 check for \$100.00 dated 07/15/2020 payable to American General Life Insurance.

46525 Date: 07/28 Amount: \$100.00

Garretson School District No. 49-4 check for \$11,062.75 dated 07/15/2020 payable to Garretson School Trust & Agency.

46527 Date: 07/28 Amount: \$11,062.75

Garretson School District No. 49-4 check for \$50.00 dated 07/15/2020 payable to South Dakota Supplemental Retirement Plan.

46529 Date: 07/22 Amount: \$50.00

Garretson School District No. 49-4 check for \$133.90 dated 07/13/2020 payable to A-OK Welding Supply Co. Inc.

46553 Date: 07/17 Amount: \$133.90

Garretson School District No. 49-4 check for \$402.60 dated 07/13/2020 payable to Associated Consulting Engineering, Inc.

46556 Date: 07/20 Amount: \$402.60

Garretson School District No. 49-4 check for \$6,917.67 dated 07/13/2020 payable to Cash-USA Distributing.

46559 Date: 07/20 Amount: \$6,917.67

DATE: 07/13/2020 46560

7260 714 AMOUNT 779.12

PAY - Seven Hundred Seventy Nine And 12/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: ATTHI FIRST BANK & TRUST, CITY OF GARRETSON, SD 57030-0385

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46560 Date: 07/16 Amount: \$779.12

DATE: 07/13/2020 46561

7260 714 AMOUNT 1,413.00

PAY - One Thousand Four Hundred Thirteen And 00/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: COLLEGE BOARD, PO BOX 30373, NEW YORK NY 10087-0373

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46561 Date: 07/20 Amount: \$1,413.00

DATE: 07/13/2020 46562

7260 714 AMOUNT 1,125.00

PAY - One Thousand One Hundred Twenty Five And 00/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: CO-OP ARCHITECTURE, 1109 S. MAIN ST., 20116 102, ABERDEEN SD 57401

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

DATE: 07/13/2020 46563

7260 714 AMOUNT 202.79

PAY - Two Hundred Two And 79/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: DAKOTA AUTO PARTS, 115 W CLIFF AVE, 5100X FALLS SD 57103

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46563 Date: 07/20 Amount: \$202.79

DATE: 07/13/2020 46564

7260 714 AMOUNT 196,839.70

PAY - One Hundred Ninety Six Thousand Eight Hundred Thirty Nine And 70/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: DALSH, INC., 1008 W. DELAWARE ST., 5100X FALLS SD 57104

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46564 Date: 07/20 Amount: \$196,839.70

DATE: 07/13/2020 46565

7260 714 AMOUNT 1,345.71

PAY - One Thousand Three Hundred Forty Five And 71/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: ELITE BUSINESS SYSTEMS, PO BOX 42223, 5100X FALLS SD 57109

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46565 Date: 07/16 Amount: \$1,345.71

DATE: 07/13/2020 46566

7260 714 AMOUNT 2,711.00

PAY - Two Thousand Seven Hundred Eleven And 00/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: FIRST BANK AND TRUST CO., PO BOX 88065, 5100X FALLS SD 57104-0655

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46566 Date: 07/20 Amount: \$2,711.00

DATE: 07/13/2020 46567

7260 714 AMOUNT 2,393.51

PAY - Two Thousand Three Hundred Ninety Three And 51/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: GARRETSON SCHOOL DISTRICT TRUST & AGENCY ACCOUNT, PO BOX C, 555 2ND ST., GARRETSON SD 57030

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46567 Date: 07/28 Amount: \$2,393.51

DATE: 07/13/2020 46568

7260 714 AMOUNT 513.23

PAY - Five Hundred Fifty Three And 23/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: ATTHI TERRY RAJESH GOODCASE, LLC, 1607 N. STANMORE AVE., 5100X FALLS SD 57110

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46568 Date: 07/21 Amount: \$553.23

DATE: 07/13/2020 46569

7260 714 AMOUNT 8,845.00

PAY - Eight Thousand Eight Hundred Forty Five And 00/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: HIGH PLAINS TECHNOLOGY, INC., 5708 S. PENNINGTON PLACE, SUITE 100, 5100X FALLS SD 57109

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46569 Date: 07/17 Amount: \$8,845.00

DATE: 07/13/2020 46570

7260 714 AMOUNT 6,815.15

PAY - Six Thousand Eight Hundred Fifteen And 15/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: HELLBERG/BOUW FIELDS, PO BOX 804923, 1607 N. STANMORE AVE., 5100X FALLS SD 57110

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46570 Date: 07/20 Amount: \$6,815.15

DATE: 07/13/2020 46571

7260 714 AMOUNT 2,540.00

PAY - Two Thousand Five Hundred Forty And 00/100 Dollars

FIRST BANK AND TRUST Garretson, SD

TO THE ORDER OF: ATTHI TRUST ACCOUNT, HOLMES, MURPHY & ASSOCIATES, LLC, PO BOX 8364, 515 N. MAIN ST., GARRETSON SD 57031

Signature: *Shawn Harsh* (Cashier), *Jacob Schweitzer* (Authorized Signatory)

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

46571 Date: 07/20 Amount: \$2,540.00

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$2,700.00. Date: 07/20/2020. Payee: 1975 Westown Place, Chicago IL 60673-1775. Signature: Sherrill Hesteth, Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$1,318.64. Date: 07/17/2020. Payee: Fibre Equipment LLC, 23285 480th Ave, Garretson SD 57030. Signature: Sherrill Hesteth, Jacob Schwelzer.

46572 Date: 07/20 Amount: \$2,700.00

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$235,000.00. Date: 07/13/2020. Payee: Wreter & Blath, Inc., PO Box 354, Sioux Falls SD 57101. Signature: Sherrill Hesteth, Jacob Schwelzer.

46573 Date: 07/17 Amount: \$1,318.64

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$120.00. Date: 07/13/2020. Payee: Susan Rorte, 628 S. Berretta Lane, Sioux Falls SD 57106. Signature: Sherrill Hesteth, Jacob Schwelzer.

46574 Date: 07/17 Amount: \$235,000.00

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$8,812.00. Date: 07/13/2020. Payee: Lifescaps - Children's Care Hospital & School, P.O. Box 88236, Sioux Falls SD 57105-8236. Signature: Sherrill Hesteth, Jacob Schwelzer.

46575 Date: 07/20 Amount: \$120.00

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$2.00. Date: 07/13/2020. Payee: Atty: Samuel D. Reka, 509 St. Joseph St., Rapid City SD 57701-3301. Signature: Sherrill Hesteth, Jacob Schwelzer.

46576 Date: 07/20 Amount: \$8,812.00

Check Accepted At MENARDS INC. Amount: \$1234.86. Date: 07/17/2020. Payee: 2220 8th Street, Brookings, SD 57008-0000. Signature: Jacob Schwelzer.

46577 Date: 07/20 Amount: \$82.50

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$9.00. Date: 07/13/2020. Payee: Olson's Best Technicians, 174 Spring St, PO Box 212, Fairport SD 57078. Signature: Sherrill Hesteth, Jacob Schwelzer.

46579 Date: 07/21 Amount: \$1,234.86

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$768.49. Date: 07/13/2020. Payee: Jeffrey Bomes, PO Box 371894, Pittsburgh PA 15250-7894. Signature: Sherrill Hesteth, Jacob Schwelzer.

46580 Date: 07/20 Amount: \$90.00

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$54.11. Date: 07/13/2020. Payee: Poppers Hortic, Inc., 1228 S. Washington St., Grand Forks SD 58001. Signature: Sherrill Hesteth, Jacob Schwelzer.

46581 Date: 07/27 Amount: \$768.49

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$1,198.75. Date: 07/13/2020. Payee: Atty: East Side Jersey Dairy, Inc., Prairie Farms Dairy - Sioux Falls, PO Box 77823, Chicago IL 60677-8123. Signature: Sherrill Hesteth, Jacob Schwelzer.

46583 Date: 07/27 Amount: \$956.14

Garretson School District No. 49-4, Minnehaha County, State of South Dakota. Amount: \$5,525.88. Date: 07/13/2020. Payee: Atty: Business Office, Prairie Lakes Recreational Cooperative, 600 W 9th St, Madison SD 57042. Signature: Sherrill Hesteth, Jacob Schwelzer.

46584 Date: 07/20 Amount: \$1,198.75

46585 Date: 07/20 Amount: \$5,525.88

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46586

AMOUNT: 529.90

PAY - Five Hundred Twenty Nine And 90/100 Dollars

TO THE ORDER OF: SAUNDERS PRINTING CO.  
PO BOX 849  
509 HALL AVE.  
GARRETSON SD 57030

Jacob Schwelzer

\*046586\* 10914006061 02100517\*

46586 Date: 07/16 Amount: \$529.90

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46588

AMOUNT: 2,769.94

PAY - Two Thousand Seven Hundred Sixty Nine And 94/100 Dollars

TO THE ORDER OF: SAC INTERMOUNTAIN DEP.  
PO BOX 56571  
EXCAP YK 75391-17

Jacob Schwelzer

\*046588\* 10914006061 02100517\*

46588 Date: 07/22 Amount: \$2,769.94

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46591

AMOUNT: 45.00

PAY - Forty Five And 00/100 Dollars

TO THE ORDER OF: STEVE'S REPAIR  
23482 4857N AVE  
GARRETSON SD 57030

Jacob Schwelzer

\*046591\* 10914006061 02100517\*

46591 Date: 07/24 Amount: \$45.00

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46593

AMOUNT: 352.50

PAY - Three Hundred Fifty Two And 50/100 Dollars

TO THE ORDER OF: SUNEY CONCRETE  
PO BOX 6205  
CAMPBELL ST. 60197-6205

Jacob Schwelzer

\*046593\* 10914006061 02100517\*

46593 Date: 07/21 Amount: \$352.50

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46595

AMOUNT: 3,463.31

PAY - Three Thousand Four Hundred Sixty Three And 31/100 Dollars

TO THE ORDER OF: ULINE  
PO BOX 88743  
CHICAGO IL 60680-1743

Jacob Schwelzer

\*046595\* 10914006061 02100517\*

46595 Date: 07/20 Amount: \$3,463.31

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46597

AMOUNT: 492.76

PAY - Four Hundred Ninety Two And 76/100 Dollars

TO THE ORDER OF: USFFC MANAGEMENT  
PO BOX 4418  
CAMPBELL ST. 60197-4418

Jacob Schwelzer

\*046597\* 10914006061 02100517\*

46597 Date: 07/20 Amount: \$492.76

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46587

AMOUNT: 200.00

PAY - Two Hundred And 00/100 Dollars

TO THE ORDER OF: RUTH SAKAA  
PO BOX 233  
GARRETSON SD 57030

Jacob Schwelzer

\*046587\* 10914006061 02100517\*

46587 Date: 07/20 Amount: \$200.00

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46589

AMOUNT: 90.00

PAY - Fifty And 00/100 Dollars

TO THE ORDER OF: MICHAEL BETTIG  
3704 E. SOWLEMER ST.  
BRANDON SD 57005

Jacob Schwelzer

\*046589\* 10914006061 02100517\*

46589 Date: 07/17 Amount: \$90.00

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46592

AMOUNT: 12.03

PAY - Twelve And 03/100 Dollars

TO THE ORDER OF: STURDEVANT'S AUTO PARTS OF BRANDON  
104 HWY 11  
PO BOX 2  
BRANDON SD 57005

Jacob Schwelzer

\*046592\* 10914006061 02100517\*

46592 Date: 07/21 Amount: \$12.03

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46594

AMOUNT: 15,583.32

PAY - Fifteen Thousand Five Hundred Eighty Three And 32/100 Dollars

TO THE ORDER OF: THRIVE NUTRITION SERVICES  
801 N. 10TH ST.  
#200  
SIOUX FALLS SD 57104

Jacob Schwelzer

\*046594\* 10914006061 02100517\*

46594 Date: 07/20 Amount: \$15,583.32

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46596

AMOUNT: 120.00

PAY - One Hundred Twenty And 00/100 Dollars

TO THE ORDER OF: ATTN: GARRETSON POST OFFICE  
UNITED STATES POSTAL SERVICE  
611 W. MAIN AVE.  
GARRETSON SD 57030

Jacob Schwelzer

\*046596\* 10914006061 02100517\*

46596 Date: 07/23 Amount: \$120.00

**GARRETSON SCHOOL**  
DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

DATE: 07/13/2020 46599

AMOUNT: 284.56

PAY - Two Hundred Eighty Four And 56/100 Dollars

TO THE ORDER OF: GARRETSON SCHOOL DISTRICT FLEX ACCOUNT  
PO BOX C  
GARRETSON SD 57030

Jacob Schwelzer

\*046599\* 10914006061 02100517\*

46599 Date: 07/28 Amount: \$284.56

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 1,169.81. Pay to: Garretson School Trust & Agency. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 131.92. Pay to: New York Life Insurance, 75 Westfarce Drive, Route 302, Chicago IL 60675-3021. Signature: Jacob Schwelzer.

46600 Date: 07/28 Amount: \$1,169.81

46602 Date: 07/21 Amount: \$131.92

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 277.05. Pay to: Bob Bly, 917 3rd St, Garretson SD 57030. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 277.05. Pay to: Jerry Christensen, 308 W. Main Ave., Garretson SD 57030. Signature: Jacob Schwelzer.

46603 Date: 07/20 Amount: \$277.05

46604 Date: 07/16 Amount: \$277.05

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 259.05. Pay to: Michael Gray, 412 E. 10th Ave., Hills HI 96130. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 249.05. Pay to: Michael E. Jensen, 107 S. Leslie St, Garretson SD 57030. Signature: Jacob Schwelzer.

46605 Date: 07/15 Amount: \$259.05

46606 Date: 07/14 Amount: \$249.05

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 1,711.37. Pay to: Guy C. Johnson, 1109 4th St., Garretson SD 57030. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 913.95. Pay to: Timothy Nelson, 25444 48th Ave, Garretson SD 57030. Signature: Jacob Schwelzer.

46607 Date: 07/15 Amount: \$1,711.37

46608 Date: 07/17 Amount: \$913.95

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 2,892.26. Pay to: Matt H. Schraiv, 183 S. Frank Ave., Garretson SD 57030. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 1,523.65. Pay to: Jacob Douglas Schwelzer, 713 5th St., Garretson SD 57030. Signature: Jacob Schwelzer.

46609 Date: 07/14 Amount: \$2,892.26

46610 Date: 07/14 Amount: \$1,523.65

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 896.03. Pay to: Joel Switzon, 340 Ripper Ave., Garretson SD 57030. Signature: Jacob Schwelzer.

Garretson School District No. 49-4, Minnehaha County, State of South Dakota, Garretson, South Dakota 57030. Date: 07/15/2020, Amount: 240.06. Pay to: Keith Swanson, 213 E. 4th St, Garretson HI 96114. Signature: Jacob Schwelzer.

46611 Date: 07/14 Amount: \$896.03

46612 Date: 07/17 Amount: \$240.06

DATE 46613  
07/15/2020

78-00  
314

AMOUNT  
350.01

PAY - Three Hundred Fifty And 01/100 Dollars -

FIRST BANK AND TRUST  
Garretson, SD

TO THE ORDER OF  
GARRETSON SCHOOL DISTRICT FLEX ACCOUNT  
PO BOX C  
GARRETSON SD 57030

TO THE ORDER OF  
GARRETSON SCHOOL DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

Shawn Hendrich  
Jacob Schweitzer

Jacob Schweitzer

\*046613\* :091400606: 0200507\*

DATE 46614  
07/15/2020

78-00  
314

AMOUNT  
365.92

PAY - Three Hundred Sixty Five And 92/100 Dollars -

FIRST BANK AND TRUST  
Garretson, SD

TO THE ORDER OF  
GARRETSON SCHOOL TRUST & AGENCY

TO THE ORDER OF  
GARRETSON SCHOOL DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

Shawn Hendrich  
Jacob Schweitzer

Jacob Schweitzer

\*046614\* :091400606: 0200507\*

46613 Date: 07/28 Amount: \$350.01

46614 Date: 07/28 Amount: \$365.92

DATE 46616  
07/13/2020

78-00  
314

AMOUNT  
54,841.00

PAY - Fifty Four Thousand Eight Hundred Forty One And 00/100 Dollars -

FIRST BANK AND TRUST  
Garretson, SD

TO THE ORDER OF  
EMC INSURANCE CO.  
PO BOX 219225  
PARKER CITY MO 64121-9225

TO THE ORDER OF  
GARRETSON SCHOOL DISTRICT NO. 49-4  
MINNEHAHA COUNTY, STATE OF SOUTH DAKOTA  
GARRETSON, SOUTH DAKOTA 57030

Shawn Hendrich  
Jacob Schweitzer

Jacob Schweitzer

\*046616\* :091400606: 0200507\*

46616 Date: 07/21 Amount: \$54,841.00

**FOR A CHANGE OF NAME OR ADDRESS, PLEASE COMPLETE THE FORM BELOW.**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

**CLIP AND RETURN TO BANK.**

HOW TO BALANCE YOUR ACCOUNT	NEW BALANCE		\$
	TRANSFER AMOUNT FROM THE OTHER SIDE		
<p>1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement.</p> <p>2. Mark (✓) your register after each check listed on front of the statement.</p> <p>3. Check off deposits shown on the statement against those shown in your check register.</p> <p>4. Complete the form at the right.</p> <p>5. The final "balance" in the form at the right should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.</p>	<b>ADD</b>		
	DEPOSIT(S) MADE		
	SINCE ENDING DATE		
	ON STATEMENT		
	<b>SUBTOTAL</b>		<b>\$</b>
<p><b>HINTS FOR FINDING DIFFERENCES</b></p> <ul style="list-style-type: none"> <li>• Recheck all additions and subtractions or corrections.</li> <li>• Verify the carryover balance from page to page in your check register.</li> <li>• Make sure you have subtracted any service or miscellaneous charge(s) from your check register balance.</li> <li>• For information or help on electronic transactions, call the telephone number on the front of this statement.</li> </ul>	<b>CHECKS NOT LISTED ON THIS OR PRIOR STATEMENTS</b>		
	<b>NUMBER</b>	<b>AMOUNT</b>	
<b>INFORMATION REGARDING YOUR DEPOSIT ACCOUNT</b>			
<p><b>FOR CONSUMER ACCOUNTS AND TRANSACTIONS ONLY:</b>  <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS</b>                      If you think your statement or receipt is incorrect, or if you need more information about a transfer on the statement or receipt, telephone us or write us at the telephone number or address on the reverse side of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.</p> <p>(1) Tell us your name and account number.                      (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need information.                      (3) Tell us the dollar amount of the suspected error.</p> <p>We will investigate your complaint and will correct any error promptly. If we take more than ten business days to do this, we will credit your account the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.</p>			
<b>INFORMATION ON YOUR OVERDRAFT PROTECTION PLAN</b>			
<p><b>FOR CONSUMER ACCOUNTS ONLY:</b>  <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILLING STATEMENT</b>                      If you think your billing statement is incorrect, or if you need more information about a transaction on your billing statement, write us on a separate sheet at the address shown on your billing statement as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.</p> <p>In your letter, please include the following information:</p> <ul style="list-style-type: none"> <li>• Your name and account number.</li> <li>• The dollar amount of the suspected error.</li> <li>• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.</li> </ul> <p>You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your billing statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p>			
<b>COMPUTATION OF INTEREST CHARGE</b>			
<p>Interest charges begin to accrue immediately upon each advance made under the line of credit agreement. The interest charge on your account is calculated by multiplying the balance subject to interest rate by the annual percentage rate and dividing that by 365 then multiplying that by the number of days in the billing cycle. (To determine the balance subject to interest rate on which each daily interest charge is computed, we take the beginning balance on your account each day, add any new purchases/advances, and subtract any payments, credits, and unpaid interest charges.)</p>			
		<b>TOTAL OF CHECKS NOT LISTED</b> →	
		Subtract "TOTAL OF CHECKS NOT LISTED" from "SUBTOTAL" above.	<b>\$</b>
		<b>BALANCE</b>	
This should agree with your check register balance.			



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 1  
 ACCOUNT NUMBER ENDING 0131  
 2

GARRETSON SCHOOL  
 DISTRICT TRANSFER  
 PO BOX C  
 GARRETSON SD 57030-0381

## CHECKING ACCOUNT

Account Title: GARRETSON SCHOOL  
 DISTRICT TRANSFER

INTEREST CHECKING		NUMBER OF ENCLOSURES	2
ACCOUNT NUMBER	ENDING 0131	Statement Dates	7/01/20 thru 8/02/20
PREVIOUS BALANCE	2,509,962.54	DAYS IN THE STATEMENT PERIOD	33
3 DEPOSITS	85,011.25	AVERAGE LEDGER BALANCE	2,152,745.00
5 CHECKS/DEBITS	746,774.82	AVERAGE COLLECTED BAL	2,152,745.00
SERVICE CHARGE	.00	Interest Earned	875.85
INTEREST PAID	875.85	Annual Percentage Yield Earned	0.45%
NEW BALANCE	1,849,074.82	2020 Interest Paid	6,723.68

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	\$ .00	\$ .00
TOTAL NSF RETURNED ITEM FEES	\$ .00	\$ .00

## DEPOSITS

DATE	DESCRIPTION	AMOUNT
7/20	Deposit	81,272.76
7/24	HCCLAIMPMT SD MMIS 9083010000 20/07/24 TRACE# -091408597475573 TRN*1*515103082568452*14660003 64\	633.73
7/28	Deposit	3,104.76
8/02	Interest Deposit	875.85



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 2  
 ACCOUNT NUMBER ENDING 0131  
 2

GARRETSON SCHOOL  
 DISTRICT TRANSFER  
 PO BOX C  
 GARRETSON SD 57030-0381

INTEREST CHECKING ENDING 0131 (Continued)

WITHDRAWALS		
DATE	DESCRIPTION	AMOUNT
7/15	USATAXPYMT IRS 3387702000 20/07/15 TRACE# -061036010183328	24,257.60-
7/15	Transfer to DDA	100,000.00-
7/15	Transfer to DDA	450,000.00-
7/21	Transfer to DDA	150,000.00-
7/30	USATAXPYMT IRS 3387702000 20/07/30 TRACE# -061036010063819	22,517.22-

DAILY BALANCES					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
7/01	2,509,962.54	7/21	1,866,977.70	7/30	1,848,198.97
7/15	1,935,704.94	7/24	1,867,611.43	8/02	1,849,074.82
7/20	2,016,977.70	7/28	1,870,716.19		



**FOR A CHANGE OF NAME OR ADDRESS, PLEASE COMPLETE THE FORM BELOW.**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

**CLIP AND RETURN TO BANK.**

<b>HOW TO BALANCE YOUR ACCOUNT</b>		<b>NEW BALANCE</b>		<b>\$</b>
1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement. 2. Mark (✓) your register after each check listed on front of the statement. 3. Check off deposits shown on the statement against those shown in your check register. 4. Complete the form at the right. 5. The final "balance" in the form at the right should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.		<b>TRANSFER AMOUNT FROM THE OTHER SIDE</b>		
		<b>ADD</b>		
		DEPOSIT(S) MADE SINCE ENDING DATE ON STATEMENT		
		<b>SUBTOTAL</b>		<b>\$</b>
<b>HINTS FOR FINDING DIFFERENCES</b> <ul style="list-style-type: none"> <li>• Recheck all additions and subtractions or corrections.</li> <li>• Verify the carryover balance from page to page in your check register.</li> <li>• Make sure you have subtracted any service or miscellaneous charge(s) from your check register balance.</li> <li>• For information or help on electronic transactions, call the telephone number on the front of this statement.</li> </ul>		<b>CHECKS NOT LISTED ON THIS OR PRIOR STATEMENTS</b>		
		<b>NUMBER</b>	<b>AMOUNT</b>	
<b>INFORMATION REGARDING YOUR DEPOSIT ACCOUNT</b>  <b>FOR CONSUMER ACCOUNTS AND TRANSACTIONS ONLY:</b> <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS</b> If you think your statement or receipt is incorrect, or if you need more information about a transfer on the statement or receipt, telephone us or write us at the telephone number or address on the reverse side of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than ten business days to do this, we will credit your account the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.				
<b>INFORMATION ON YOUR OVERDRAFT PROTECTION PLAN</b>  <b>FOR CONSUMER ACCOUNTS ONLY:</b> <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILLING STATEMENT</b> If you think your billing statement is incorrect, or if you need more information about a transaction on your billing statement, write us on a separate sheet at the address shown on your billing statement as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please include the following information: • Your name and account number. • The dollar amount of the suspected error. • Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your billing statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.				
<b>COMPUTATION OF INTEREST CHARGE</b>  Interest charges begin to accrue immediately upon each advance made under the line of credit agreement. The interest charge on your account is calculated by multiplying the balance subject to interest rate by the annual percentage rate and dividing that by 365 then multiplying that by the number of days in the billing cycle. (To determine the balance subject to interest rate on which each daily interest charge is computed, we take the beginning balance on your account each day, add any new purchases/advances, and subtract any payments, credits, and unpaid interest charges.)		<b>TOTAL OF CHECKS NOT LISTED</b> →		
		Subtract "TOTAL OF CHECKS NOT LISTED" from "SUBTOTAL" above.		<b>\$</b>
		<b>BALANCE</b>		
This should agree with your check register balance.				



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 1  
 ACCOUNT NUMBER ENDING 0444  
 17

GARRETSON SCHOOL  
 TRUST & AGENCY  
 PO BOX C  
 GARRETSON SD 57030-0381

## CHECKING ACCOUNT

Account Title: GARRETSON SCHOOL  
 TRUST & AGENCY

FREE CHECKING			NUMBER OF ENCLOSURES	17
ACCOUNT NUMBER	ENDING	0444	Statement Dates	7/01/20 thru 8/02/20
PREVIOUS BALANCE		53,260.81	DAYS IN THE STATEMENT PERIOD	33
4 DEPOSITS		42,733.47	AVERAGE LEDGER BALANCE	39,331.57
27 CHECKS/DEBITS		58,127.80	AVERAGE COLLECTED BAL	39,331.57
SERVICE CHARGE		.00		
INTEREST PAID		.00		
NEW BALANCE		37,866.48		

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	\$ .00	\$ .00
TOTAL NSF RETURNED ITEM FEES	\$ .00	\$ .00

## DEPOSITS

DATE	DESCRIPTION	AMOUNT
7/28	Deposit	358.52
7/28	Deposit	2,783.51
7/28	Deposit	3,250.00
7/28	Deposit	36,341.44

## WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
------	-------------	--------



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 2  
 ACCOUNT NUMBER ENDING 0444  
 17

GARRETSON SCHOOL  
 TRUST & AGENCY  
 PO BOX C  
 GARRETSON SD 57030-0381

FREE CHECKING ENDING 0444 (Continued)

WITHDRAWALS		
DATE	DESCRIPTION	AMOUNT
7/01	PLAN FUND SANFORD HEALTH P 1911842494 20/07/01 TRACE# -091310527540839	145.00-
7/02	T5089320-2 PayFlex 1911774434 20/07/02 TRACE# -104000850297218	49.03-
7/07	T5099226-2 PayFlex 1911774434 20/07/07 TRACE# -104000850358514	30.00-
7/08	T5100258-2 PayFlex 1911774434 20/07/08 TRACE# -104000850371637	596.65-
7/08	Transfer to DDA	193.97-
7/10	AR PAYMENT Horace Mann Serv 3370972590 20/07/10 TRACE# -021000028793156	54.00-
7/13	T5105366-2 PayFlex 1911774434 20/07/13 TRACE# -104000850474045	200.00-
7/14	T5108206-2 PayFlex 1911774434 20/07/14 TRACE# -104000850490567	25.00-
7/16	T5109624-2 PayFlex 1911774434 20/07/16 TRACE# -104000850524038	144.97-
7/17	T5113362-2 PayFlex 1911774434 20/07/17 TRACE# -104000850552091	30.00-
7/23	T5119292-2 PayFlex 1911774434 20/07/23 TRACE# -104000850625263	14.99-
7/28	T5121938-2 PayFlex 1911774434 20/07/28 TRACE# -104000850666471	10.00-
7/29	T5123304-2 PayFlex 1911774434 20/07/29	200.00-



# First Bank & Trust

FIRST BANK & TRUST - SF  
 PO BOX G  
 GARRETSON, SD 57030-0385

(605) 594-3423

Date 7/31/20 Page 3  
 ACCOUNT NUMBER ENDING 0444  
 17

GARRETSON SCHOOL  
 TRUST & AGENCY  
 PO BOX C  
 GARRETSON SD 57030-0381

FREE CHECKING ENDING 0444 (Continued)

### WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
7/31	TRACE# -104000850687686 T5128024-2 PayFlex 1911774434 20/07/31 TRACE# -104000850732095	25.00-

### CHECKS IN NUMBER ORDER

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
7/29	19373	6,400.00	7/23	19384	2,108.02	7/22	19389	321.48
7/03	19380*	3,701.28	7/22	19385	192.61	7/22	19390	243.48
7/06	19381	442.80	7/28	19386	149.15	7/21	19391	180.00
7/03	19382	16.00	7/23	19387	40,380.37			
7/17	19383	2,259.00	7/21	19388	15.00			

\* INDICATES MISSING CHECK NUMBER

### DAILY BALANCES

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
7/01	53,115.81	7/10	48,032.08	7/22	44,420.54
7/02	53,066.78	7/13	47,832.08	7/23	1,917.16
7/03	49,349.50	7/14	47,807.08	7/28	44,491.48
7/06	48,906.70	7/16	47,662.11	7/29	37,891.48
7/07	48,876.70	7/17	45,373.11	7/31	37,866.48
7/08	48,086.08	7/21	45,178.11		

DEPOSIT TICKET 784914  
 GARRETSON SCHOOL DISTRICT  
 STUDENT ACTIVITY ASSOCIATION

DATE: 7/15/2020

CHECK NO.	AMOUNT	CHECK TYPE
1	433.77	11807
2	15.00	11808
3	15.00	11809
4	15.00	11810
5	15.00	11811
6	15.00	11812
7	15.00	11813
8	15.00	11814
9	15.00	11815
10	15.00	11816
11	15.00	11817
12	15.00	11818
13	15.00	11819
14	15.00	11820
15	15.00	11821
16	15.00	11822
17	15.00	11823
18	15.00	11824
19	15.00	11825
20	15.00	11826
21	15.00	11827
22	15.00	11828
23	15.00	11829
24	15.00	11830
25	15.00	11831
26	15.00	11832
27	15.00	11833
28	15.00	11834
29	15.00	11835
30	15.00	11836
31	15.00	11837
32	15.00	11838
33	15.00	11839
34	15.00	11840
35	15.00	11841
36	15.00	11842
37	15.00	11843
38	15.00	11844
39	15.00	11845
40	15.00	11846
41	15.00	11847
42	15.00	11848
43	15.00	11849
44	15.00	11850
45	15.00	11851
46	15.00	11852
47	15.00	11853
48	15.00	11854
49	15.00	11855
50	15.00	11856
51	15.00	11857
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53	15.00	11859
54	15.00	11860
55	15.00	11861
56	15.00	11862
57	15.00	11863
58	15.00	11864
59	15.00	11865
60	15.00	11866
61	15.00	11867
62	15.00	11868
63	15.00	11869
64	15.00	11870
65	15.00	11871
66	15.00	11872
67	15.00	11873
68	15.00	11874
69	15.00	11875
70	15.00	11876
71	15.00	11877
72	15.00	11878
73	15.00	11879
74	15.00	11880
75	15.00	11881
76	15.00	11882
77	15.00	11883
78	15.00	11884
79	15.00	11885
80	15.00	11886
81	15.00	11887
82	15.00	11888
83	15.00	11889
84	15.00	11890
85	15.00	11891
86	15.00	11892
87	15.00	11893
88	15.00	11894
89	15.00	11895
90	15.00	11896
91	15.00	11897
92	15.00	11898
93	15.00	11899
94	15.00	11900
95	15.00	11901
96	15.00	11902
97	15.00	11903
98	15.00	11904
99	15.00	11905
100	15.00	11906
101	15.00	11907
102	15.00	11908
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104	15.00	11910
105	15.00	11911
106	15.00	11912
107	15.00	11913
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110	15.00	11916
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118	15.00	11924
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126	15.00	11932
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129	15.00	11935
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134	15.00	11940
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138	15.00	11944
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142	15.00	11948
143	15.00	11949
144	15.00	11950
145	15.00	11951
146	15.00	11952
147	15.00	11953
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150	15.00	11956
151	15.00	11957
152	15.00	11958
153	15.00	11959
154	15.00	11960
155	15.00	11961
156	15.00	11962
157	15.00	11963
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159	15.00	11965
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161	15.00	11967
162	15.00	11968
163	15.00	11969
164	15.00	11970
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178	15.00	11984
179	15.00	11985
180	15.00	11986
181	15.00	11987
182	15.00	11988
183	15.00	11989
184	15.00	11990
185	15.00	11991
186	15.00	11992
187	15.00	11993
188	15.00	11994
189	15.00	11995
190	15.00	11996
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193	15.00	11999
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201	15.00	12007
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204	15.00	12010
205	15.00	12011
206	15.00	12012
207	15.00	12013
208	15.00	12014
209	15.00	12015
210	15.00	12016
211	15.00	12017
212	15.00	12018
213	15.00	12019
214	15.00	12020
215	15.00	12021
216	15.00	12022
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218	15.00	12024
219	15.00	12025
220	15.00	12026
221	15.00	12027
222	15.00	12028
223	15.00	12029
224	15.00	12030
225	15.00	12031
226	15.00	12032
227	15.00	12033
228	15.00	12034
229	15.00	12035
230	15.00	12036
231	15.00	12037
232	15.00	12038
233	15.00	12039
234	15.00	12040
235	15.00	12041
236	15.00	12042
237	15.00	12043
238	15.00	12044
239	15.00	12045
240	15.00	12046
241	15.00	12047
242	15.00	12048
243	15.00	12049
244	15.00	12050
245	15.00	12051
246	15.00	12052
247	15.00	12053
248	15.00	12054
249	15.00	12055
250	15.00	12056
251	15.00	12057
252	15.00	12058
253	15.00	12059
254	15.00	12060
255	15.00	12061
256	15.00	12062
257	15.00	12063
258	15.00	12064
259	15.00	12065
260	15.00	12066
261	15.00	12067
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263	15.00	12069
264	15.00	12070
265	15.00	12071
266	15.00	12072
267	15.00	12073
268	15.00	12074
269	15.00	12075
270	15.00	12076
271	15.00	12077
272	15.00	12078
273	15.00	12079
274	15.00	12080
275	15.00	12081
276	15.00	12082
277	15.00	12083
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364	15.00	12170
365	15.00	12171
366	15.00	12172
367	15.00	12173
368	15.00	12174
369	15.00	12175
370	15.00	12176
371	15.00	12177
372	15.00	12178
373	15.00	12179
374	15.00	12180
375	15.00	

**GARRETSON SCHOOL DISTRICT NO. 49-4**  
TRUST AND AGENCY FUNDS  
P.O. BOX C  
GARRETSON, SD 57030

DATE: 07/16/2020 **19387**

PAY: Sixty Thousand Three Hundred Eighty And 37/100 Dollars \*

AMOUNT: 60,380.37

FIRST BANK & TRUST  
Garretson, SD

STUDENT ACTIVITY ASSOCIATION

TO THE ORDER OF: ATRI; BRICE CHRISTENSEN  
SOUTHERN FIDELITY INSURANCE POOL  
2821 E. 10TH ST., PHR 810  
SIERRA FALLS SD 57053-0310

*Jacob Schmitzer*  
Jacob Schmitzer BUSINESS MANAGER

⑆019387⑆ ⑆091400606⑆ 04⑆04⑆L⑆L⑆

**GARRETSON SCHOOL DISTRICT NO. 49-4**  
TRUST AND AGENCY FUNDS  
P.O. BOX C  
GARRETSON, SD 57030

DATE: 07/16/2020 **19388**

PAY: Fifteen And 00/100 Dollars \*

AMOUNT: 15.00

FIRST BANK & TRUST  
Garretson, SD

STUDENT ACTIVITY ASSOCIATION

TO THE ORDER OF: PERFORMANCE PARTS  
900 W. BIRCHWOOD BLVD  
BRANDON SD 57005-2363

*Jacob Schmitzer*  
Jacob Schmitzer BUSINESS MANAGER

⑆019388⑆ ⑆091400606⑆ 04⑆04⑆L⑆L⑆

19387 Date: 07/23 Amount: \$40,380.37

**GARRETSON SCHOOL DISTRICT NO. 49-4**  
TRUST AND AGENCY FUNDS  
P.O. BOX C  
GARRETSON, SD 57030

DATE: 07/16/2020 **19389**

PAY: Three Hundred Twenty One And 48/100 Dollars \*

AMOUNT: 321.48

FIRST BANK & TRUST  
Garretson, SD

STUDENT ACTIVITY ASSOCIATION

TO THE ORDER OF: SD DEPT-OF-ED-CHILD & ADULT NUTRITION SERVICES  
CHILD & ADULT NUTRITION SERV.  
800 GOVERNORS OLIVE  
PIERRE SD 57501-2234

*Jacob Schmitzer*  
Jacob Schmitzer BUSINESS MANAGER

⑆019389⑆ ⑆091400606⑆ 04⑆04⑆L⑆L⑆

19388 Date: 07/21 Amount: \$15.00

**GARRETSON SCHOOL DISTRICT NO. 49-4**  
TRUST AND AGENCY FUNDS  
P.O. BOX C  
GARRETSON, SD 57030

DATE: 07/16/2020 **19390**

PAY: Two Hundred Forty Three And 48/100 Dollars \*

AMOUNT: 243.48

FIRST BANK & TRUST  
Garretson, SD

STUDENT ACTIVITY ASSOCIATION

TO THE ORDER OF: EUGENIE FOODS  
117 S. EDLITROCK BLVD.  
300 W. 227  
BRANDON SD 57005

*Jacob Schmitzer*  
Jacob Schmitzer BUSINESS MANAGER

⑆019390⑆ ⑆091400606⑆ 04⑆04⑆L⑆L⑆

19389 Date: 07/22 Amount: \$321.48

**GARRETSON SCHOOL DISTRICT NO. 49-4**  
TRUST AND AGENCY FUNDS  
P.O. BOX C  
GARRETSON, SD 57030

DATE: 07/16/2020 **19391**

PAY: One Hundred Eighty And 00/100 Dollars \*

AMOUNT: 180.00

FIRST BANK & TRUST  
Garretson, SD

STUDENT ACTIVITY ASSOCIATION

TO THE ORDER OF: URM LIFE INSURANCE COMPANY OF AMERICA  
PO BOX 68693  
ATLANTA GA 30386-6935

*Jacob Schmitzer*  
Jacob Schmitzer BUSINESS MANAGER

⑆019391⑆ ⑆091400606⑆ 04⑆04⑆L⑆L⑆

19390 Date: 07/22 Amount: \$243.48

19391 Date: 07/21 Amount: \$180.00

**FOR A CHANGE OF NAME OR ADDRESS, PLEASE COMPLETE THE FORM BELOW.**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

**CLIP AND RETURN TO BANK.**

HOW TO BALANCE YOUR ACCOUNT	NEW BALANCE		\$
	TRANSFER AMOUNT FROM THE OTHER SIDE		
<p>1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement.</p> <p>2. Mark (✓) your register after each check listed on front of the statement.</p> <p>3. Check off deposits shown on the statement against those shown in your check register.</p> <p>4. Complete the form at the right.</p> <p>5. The final "balance" in the form at the right should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.</p>	<b>ADD</b>		
	DEPOSIT(S) MADE		
	SINCE ENDING DATE		
	ON STATEMENT		
	<b>SUBTOTAL</b>		<b>\$</b>
<p><b>HINTS FOR FINDING DIFFERENCES</b></p> <ul style="list-style-type: none"> <li>• Recheck all additions and subtractions or corrections.</li> <li>• Verify the carryover balance from page to page in your check register.</li> <li>• Make sure you have subtracted any service or miscellaneous charge(s) from your check register balance.</li> <li>• For information or help on electronic transactions, call the telephone number on the front of this statement.</li> </ul>	<b>CHECKS NOT LISTED ON THIS OR PRIOR STATEMENTS</b>		
	<b>NUMBER</b>	<b>AMOUNT</b>	
<b>INFORMATION REGARDING YOUR DEPOSIT ACCOUNT</b>			
<p><b>FOR CONSUMER ACCOUNTS AND TRANSACTIONS ONLY:</b>  <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS</b>                      If you think your statement or receipt is incorrect, or if you need more information about a transfer on the statement or receipt, telephone us or write us at the telephone number or address on the reverse side of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.</p> <p>(1) Tell us your name and account number.                      (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need information.                      (3) Tell us the dollar amount of the suspected error.</p> <p>We will investigate your complaint and will correct any error promptly. If we take more than ten business days to do this, we will credit your account the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.</p>			
<b>INFORMATION ON YOUR OVERDRAFT PROTECTION PLAN</b>			
<p><b>FOR CONSUMER ACCOUNTS ONLY:</b>  <b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILLING STATEMENT</b>                      If you think your billing statement is incorrect, or if you need more information about a transaction on your billing statement, write us on a separate sheet at the address shown on your billing statement as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.</p> <p>In your letter, please include the following information:</p> <ul style="list-style-type: none"> <li>• Your name and account number.</li> <li>• The dollar amount of the suspected error.</li> <li>• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.</li> </ul> <p>You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your billing statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p>			
<b>COMPUTATION OF INTEREST CHARGE</b>			
<p>Interest charges begin to accrue immediately upon each advance made under the line of credit agreement. The interest charge on your account is calculated by multiplying the balance subject to interest rate by the annual percentage rate and dividing that by 365 then multiplying that by the number of days in the billing cycle. (To determine the balance subject to interest rate on which each daily interest charge is computed, we take the beginning balance on your account each day, add any new purchases/advances, and subtract any payments, credits, and unpaid interest charges.)</p>			
<b>TOTAL OF CHECKS NOT LISTED</b>		<b>→</b>	
Subtract "TOTAL OF CHECKS NOT LISTED" from "SUBTOTAL" above.		<b>BALANCE</b>	<b>\$</b>
This should agree with your check register balance.			

Qty	Item
46	Student Journey Books
43	Houghton Mifflin Student Spelling & Vocab
2	Houghton Mifflin Teacher manuals for Spelling & Vocab
2	Journeys Grab and go
2	Journeys audio cds
2	Journeys Assessment CDs
2	Journeys Teacher Set up CDs
1	Journeys write- in cd
2	Journeys vocab cards lesson 1-25
2	Journeys Focus Wall posters lesson 1-25
7	Journeys write-in student books
2	Journeys projectable books
3	Journeys benchmark & unit test books
2	Journeys Teacher workbook key
1	Journeys progress monitor book
1	Journeys Constructioned Response items
6	Journeys mini stands
1	Journeys Write Source book students
1	Journeys teachers write source
13	Journeys teacher manuals
1	Wonder Writers teacher manual
1	Houghton Mifflin teacher guide
5	boxes of Houghton mifflin guided books
3	Literature teaching books
25	Houghton mifflin teacher guides for guided reading books
3	Bins McGraw-Hill Reading leveled books
5	Bins Rigby Literacy leveled books
4	Bins Houghton Mifflin leveled books

3rd Grade Surplus 2020-2021 School Year

Item	Quantity
Journey's Student Textbooks Volume 1 & 2	99
Journey's Teacher Manuals	12
Journey's Grab & Go Printables Box	2
Journey's Make Your Mark Student Magazine	32
Journey's Vocabulary Card Sets	2
Journey's CD Sets	2
Journey's Teacher Consumable	20
Journey's Instructional Card Kit	1
Old Science Fossil Tub	1
Thesaurus & Dictionaries	6
Nat Geo Science Sample Kit	1
Common Core Standards Practice Workbook	21
Daily Oral Language teacher copy	2
Harcourt Math Reproducible book	3
Old Rigby Phonics Magazines sent to us by accident	16
Rigby Literacy Big Books	17

## Fifth Grade surplus reading curriculum materials August 2020

Student Books: 40

Student Book CDs: 2

Assessment CD set: 2

Teacher One Stop Planner: 4

Teacher Editions: 4

Journeys Vocab and Leveled Reader sets

Rigby Bridge to Comprehension sets: 2

Spelling and vocabulary student edition: 40

Journey to Discovery workbooks: 22

Journeys Ready made work station: 3

Journeys Grab and Go Teacher sets: 2

**NOTICE OF HEARING  
FOR THE FISCAL YEAR  
2020-2021 BUDGET**

**Jacob Schweitzer**  
Business Manager  
Garretson School District #49-4  
Garretson, South Dakota

<b>2020-2021 MEANS OF FINANCE - FINAL</b>								
	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>	<b>PENSION FUND</b>	<b>BOND REDEMPTION</b>	<b>SCHOOL LUNCH</b>	<b>DRIVERS ED</b>	<b>PRESCHOOL</b>
<b>USE OF CASH ON HAND (June 30, 2020)</b>	\$ 484,947.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 8,319.00	\$ -
1110 Taxes	\$ 922,161.00	\$ 879,422.00	\$ 525,786.00	--	--	--	--	--
1120 Prior Taxes	--	\$ 2,750.00	\$ 1,250.00	--	--	--	--	--
1140 Gross Receipts	\$ 76,000.00	--	--	--	--	--	--	--
1190 Interest on Taxes	--	\$ 1,400.00	\$ 450.00	--	--	--	--	--
1310 Tuition	--	--	--	--	--	--	--	\$ 15,000.00
1330 Drivers Ed	--	--	--	--	--	--	--	--
1510 Earned Interest	\$ 10,000.00	--	--	--	--	--	--	--
1610 Sales	--	--	--	--	--	\$ 130,080.00	--	--
1620 Adult Sales	--	--	--	--	--	\$ 3,890.00	--	--
1630 Milk Sales	--	--	--	--	--	\$ 7,340.00	--	--
1690 Other Misc.	--	--	--	--	--	\$ 48,760.00	--	--
1710 Admissions	\$ 30,000.00	--	--	--	--	--	--	--
1910 Rentals	\$ 4,000.00	--	--	--	--	--	--	--
1972 Medicaid Admin. Direct	--	--	\$ 27,519.00	--	--	--	--	--
1973 Medicaid Admin. Indirect	\$ 6,000.00	--	\$ 1,400.00	--	--	--	--	--
1990 Miscellaneous	\$ 17,500.00	--	--	--	--	--	--	--
1991 Carl Perkins	\$ 4,500.00	--	--	--	--	--	--	--
<b>TOTAL LOCAL SOURCES</b>	<b>\$ 1,070,161.00</b>	<b>\$ 883,573.00</b>	<b>\$ 556,405.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,070.00</b>	<b>\$ -</b>	<b>\$ 15,000.00</b>
2110 County Apportionment	\$ 20,000.00	--	--	--	--	--	--	--
<b>TOTAL COUNTY SOURCES</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
3111 State Aid	\$ 2,047,676.00	--	\$ 41,171.00	--	--	--	--	--
3112 State Apportionment	--	--	--	--	--	--	--	--
3114 Bank Franchise	\$ 65,000.00	--	--	--	--	--	--	--
3129 TCAP/Shared Services	--	--	--	--	--	--	--	--
3900 Miscellaneous	--	--	--	--	--	\$ 1,000.00	--	--
Extraordinary Costs	--	--	\$ 171,890.00	--	--	--	--	--
<b>TOTAL STATE SOURCES</b>	<b>\$ 2,112,676.00</b>	<b>\$ -</b>	<b>\$ 213,061.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ -</b>
4153 Title I	\$ 19,547.00	--	--	--	--	--	--	--
4158 Small Rural School	\$ 32,000.00	--	--	--	--	--	--	--
4159 Class Size Reduction	\$ 10,000.00	--	--	--	--	--	--	--
4175 Other	--	--	--	--	--	\$ 21,500.00	--	\$ 20,000.00
4186 Preschool Special Ed.	--	--	\$ 2,850.00	--	--	\$ 3,000.00	--	--
4810 Federal Reimbursement	--	--	\$ 88,500.00	--	--	\$ 71,500.00	--	--
<b>TOTAL FEDERAL SOURCES</b>	<b>\$ 61,547.00</b>	<b>\$ -</b>	<b>\$ 91,350.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 96,000.00</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>
<b>OPT-OUT FUNDS</b>	<b>\$ 350,000.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>TRANSFER IN FROM C.O.</b>	<b>\$ 145,813.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>SPED FUND</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>TRANSFER IN FROM G.F.</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>\$ 65,476.00</b>
<b>TOTAL REVENUE AND USE OF CASH</b>	<b>\$ 4,245,144.00</b>	<b>\$ 883,573.00</b>	<b>\$ 910,816.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 287,070.00</b>	<b>\$ 8,319.00</b>	<b>\$ 100,476.00</b>

<b>2020-2021 EXPENDITURES - FINAL</b>								
	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>	<b>PENSION FUND</b>	<b>BOND REDEMPTION</b>	<b>SCHOOL LUNCH</b>	<b>DRIVERS ED</b>	<b>PRESCHOOL</b>
<b>Instruction</b>								
1111 Elementary	\$ 920,683.00	\$ 44,000.00	--	--	--	--	--	--
1121 Middle School	\$ 479,121.00	\$ 39,000.00	--	--	--	--	--	--
1131 High School	\$ 723,812.00	\$ 44,000.00	--	--	--	--	--	--
1132 Drivers Education	--	--	--	--	--	--	\$ 8,319.00	--
1141 Head Start Program	\$ 3,500.00	--	--	--	--	--	--	--
1190 Drug/Alcohol Prevention	\$ 5,500.00	--	--	--	--	--	--	--
1221 Mild	--	\$ 3,000.00	\$ 387,045.00	--	--	--	--	--
1222 Severe	--	--	--	--	--	--	--	--
1223 Day Program	--	--	\$ 157,500.00	--	--	--	--	--
1224 Residential	--	--	\$ 17,500.00	--	--	--	--	--
1226 Early Childhood	--	--	\$ 36,247.00	--	--	--	--	\$ 100,476.00
1227 Birth to Three	--	--	--	--	--	--	--	--
1273 Title I	\$ 50,882.00	--	--	--	--	--	--	--
1298 Career Academy	\$ 8,100.00	\$ 2,000.00	--	--	--	--	--	--
1299 Garretson Academy	\$ 30,914.00	\$ 2,000.00	--	--	--	--	--	--
<b>TOTAL INSTRUCTION</b>	<b>\$ 2,222,512.00</b>	<b>\$ 134,000.00</b>	<b>\$ 598,292.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,319.00</b>	<b>\$ 100,476.00</b>
<b>Support Services</b>								
2121 Counseling	\$ 138,427.00	--	--	--	--	--	--	--
2131 Health	\$ 8,750.00	--	--	--	--	--	--	--
2142 Co-op Psych. Testing	--	--	\$ 21,600.00	--	--	--	--	--

2151 ESY Speech	--	--	\$ 910.00	--	--	--	--	--	--
2159 Speech	--	--	\$ 71,083.00	--	--	--	--	--	--
2171 Physical Therapy	--	--	\$ 19,500.00	--	--	--	--	--	--
2172 Occupational Therapy	--	--	\$ 43,500.00	--	--	--	--	--	--
2212 Instructor & Development Service	\$ 10,000.00	--	--	--	--	--	--	--	--
2213 Title II	\$ 26,507.00	--	\$ 500.00	--	--	--	--	--	--
2222 Library	\$ 52,478.00	\$ 5,000.00	--	--	--	--	--	--	--
2226 ITV	--	--	--	--	--	--	--	--	--
2227 Technology Services	\$ 111,858.00	\$ 70,000.00	--	--	--	--	--	--	--
2311 Board of Education	\$ 14,413.00	--	--	--	--	--	--	--	--
2314 Election	\$ 1,200.00	--	--	--	--	--	--	--	--
2315 Legal Services	\$ 6,500.00	--	--	--	--	--	--	--	--
2317 Audit	\$ 9,600.00	--	--	--	--	--	--	--	--
2319 Other	\$ 14,000.00	--	--	--	--	--	--	--	--
2321 Superintendent	\$ 150,889.00	\$ 2,000.00	--	--	--	--	--	--	--
2329 Cooperative	\$ 1,200.00	--	--	--	--	--	--	--	--
2410 MS/SR High Principal	\$ 123,352.00	\$ 2,000.00	--	--	--	--	--	--	--
2411 Elementary Principal	\$ 97,194.00	\$ 2,000.00	--	--	--	--	--	--	--
2490 Medicaid Admin. Fee	\$ 1,500.00	--	--	--	--	--	--	--	--
2529 Business Office	\$ 168,213.00	\$ 4,000.00	--	--	--	--	--	--	--
2535 Building Repairs	--	\$ 438,572.00	--	--	--	--	--	--	--
2542 Utilities	\$ 173,561.00	\$ 50,000.00	--	--	--	--	--	--	--
2549 Operation & Maintenance	\$ 410,736.00	\$ 16,500.00	--	--	--	--	--	--	--
2559 Transportation	\$ 201,044.00	\$ 32,000.00	--	--	--	--	--	--	--
2560 Food Service	--	--	--	--	--	\$ 287,070.00	--	--	--
2642 Background Checks	\$ 1,050.00	--	--	--	--	--	--	--	--
2712 Emotionally Disturbed	--	--	\$ 1,350.00	--	--	--	--	--	--
2713 Mentally Handicapped	--	--	\$ 1,250.00	--	--	--	--	--	--
2715 Learning Disabled	--	--	\$ 1,500.00	--	--	--	--	--	--
2716 Sp. Ed Director	--	--	\$ 51,994.00	--	--	--	--	--	--
2720 Speech/Language	--	--	\$ 2,000.00	--	--	--	--	--	--
2722 Autism	--	--	\$ 2,000.00	--	--	--	--	--	--
2724 Preschool	--	--	\$ 12,500.00	--	--	--	--	--	--
2736 Transportation Services	--	--	\$ 18,637.00	--	--	--	--	--	--
2756 Multiple Disabilities-Other	--	--	\$ 64,200.00	--	--	--	--	--	--
<b>TOTAL SUPPORT SERVICES</b>	<b>\$ 1,722,472.00</b>	<b>\$ 622,072.00</b>	<b>\$ 312,524.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 287,070.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5000 DEBT SERVICES</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>6000 CO-CURRICULAR</b>	<b>\$ 212,534.00</b>	<b>\$ 27,500.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>7000 CONTINGENCIES</b>	<b>\$ 22,150.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>8000 TRANSFER OUT TO G.F.</b>	<b>--</b>	<b>\$ 100,000.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>8000 TRANSFER OUT TO PRESCHOOL</b>	<b>\$ 65,476.00</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,245,144.00</b>	<b>\$ 883,573.00</b>	<b>\$ 910,816.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 287,070.00</b>	<b>\$ 8,319.00</b>	<b>\$ 100,476.00</b>	<b>\$ -</b>



August 5, 2020

Jacob Schweitzer  
Business Manager  
Garretson School District No. 49-4  
505 2<sup>nd</sup> Street  
Garretson, SD 57030

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Omaha, NE 68114  
(402) 397-5777  
(800) 206-7523  
FAX (402) 392-7908  
dadavidson.com  
D.A. Davidson & Co. member SIPC

Re: Underwriting Engagement and Disclosure Letter

Dear Jacob:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for Garretson School District No. 49-4, Garretson, South Dakota (the “Issuer”) on the Issuer’s proposed offering and issuance of Limited Tax Capital Outlay Refunding Certificates, Series 2020 (the “Securities”), for the purpose of refunding certain outstanding maturities of the Issuer’s: (i) Limited Tax General Obligation Refunding Certificates (Crossover Partial Advance Refunding), Series 2013; (ii) Limited Tax General Obligation Certificates, Series 2013; (iii) Limited Tax Capital Outlay Refunding Certificates, Series 2014; and (iv) Limited Tax Capital Outlay Certificates, Series 2015. This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a certificate purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Davidson agrees to provide the following services:

- Develop and initiate a financing timetable for the Securities
- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and/or other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Securities are to be rated, assist in preparing materials to be provided to securities ratings agencies, any state agencies providing credit rating enhancement and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility

- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase the Securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread shall not exceed 1.50% of the principal amount of Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to \$-0- as compensation for its services in assisting in the preparation of the official statement and providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement, and to reimburse for Davidson's payment of CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel fees and expenses, bond registrar/paying agent fees, rating agency fees and expenses, credit rating enhancement fees, escrow agent fees, escrow verification fees and all other expenses incident to the performance of the Issuer's obligations under the proposed Securities.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities except as may be superseded pursuant to the Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Minimum Savings Requirement. In order to proceed with the refunding transaction, Davidson and the Issuer agree that Davidson may enter the market and price the Securities on behalf of the Issuer so long as the Issuer can attain minimum gross savings (after delivery date expenses) of not less than \$31,500.00.

6. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

7. Disclosures by D.A. Davidson & Co. as Underwriter pursuant to MSRB Rules G-17 and G-23. The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Securities. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities. The specific terms of our engagement will be as set forth in one or more bond purchase agreements to be entered into by the parties if and when the Securities are priced following successful completion of the offering process.

**Disclosures Concerning the Underwriter’s Role, Compensation, Regulation and Educational Materials.**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter’s primary role is to purchase the Securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement(s) for the Securities in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction(s).<sup>1</sup>
- (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement(s) to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction(s) and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is [www.msrb.org](http://www.msrb.org). The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

**Disclosures Concerning Additional Conflicts.**

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

**Disclosures Concerning Complex Municipal Securities Financing.**

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Securities are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

It is our understanding that the officials signing below on behalf of the Issuer are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

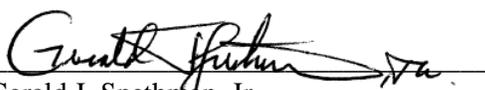
8. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of South Dakota. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

We are required to seek your acknowledgement that you have received this letter. If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please have your Board President and you sign, date and return a copy of this letter.

Again, we thank you for the opportunity to assist the District with your proposed financing needs and the confidence you have placed in Davidson.

Very truly yours,

**D.A. DAVIDSON & CO.**

By:   
Gerald J. Spethman, Jr.  
Senior Vice President

Approved and accepted on behalf of the Garretson School District No. 49-4, Garretson, South Dakota, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GARRETSON SCHOOL DISTRICT NO. 49-4, SOUTH DAKOTA**

\_\_\_\_\_  
President – Board of Education

**ATTEST:**

\_\_\_\_\_  
Business Manager

**EXTRACT OF MINUTES OF MEETING OF THE  
SCHOOL BOARD OF GARRETSON SCHOOL DISTRICT 49-4  
MINNEHAHA COUNTY, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Garretson School District 49-4, Minnehaha County, State of South Dakota, was held on August \_\_\_\_, 2020, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

The following members were present:

and the following were absent:

Thereupon the President declared that a quorum was present and the meeting opened for transaction of business.

Member, \_\_\_\_\_, introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF LIMITED TAX CAPITAL OUTLAY REFUNDING CERTIFICATES, SERIES 2020 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$1,335,000) OF THE GARRETSON SCHOOL DISTRICT 49-4 OF MINNEHAHA COUNTY, SOUTH DAKOTA AND AUTHORIZATION AND APPROVAL OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY IN STATE AID PLEDGE AGREEMENT.**

WHEREAS, the Garretson School District 49-4 is authorized by the provisions of SDCL Chapter 6-8B, §§ 6-8B-30 through 6-8B-52 to issue limited tax capital outlay refunding certificates, to refund and refinance limited tax capital outlay certificates of the School District; and

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to issue the Certificates to refund the Refunded Certificates to reduce debt service costs to the School District and its taxpayers.

WHEREAS, the School Board has determined that is necessary and in the best interest of the School District to issue Limited Tax Capital Outlay Refunding Certificates, Series 2020 of the School District for the purpose of providing funds, combined with interest earnings, to be used for the purpose of currently refunding the: (1) July 15, 2021 to July 15, 2014 maturities of the Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013; (2) July 15, 2021 to July 15, 2023 maturities of the Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013; (3) July 15, 2022 to July 15, 2024 maturities of the Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014; and (4) January 15, 2025 to January 15, 2030 maturities of the Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015, to be redeemed on or after September 30, 2020 (collectively hereinafter referred to as the "Refunded Certificates"), and to pay the costs of issuing the Certificates.

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to participate in the Pledged State Aid Program authorized under SDCL §13-19-27 and SDCL §13-16A-97 administered by the South Dakota Health and Educational Facilities Authority and to pledge the School District's right to receive state aid to education to secure payment of such Certificates.

**NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE GARRETSON SCHOOL DISTRICT 49-4 OF MINNEHAHA COUNTY, SOUTH DAKOTA AS FOLLOWS:**

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1. Definition of Terms.**

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Title 13, as amended.

"Authority" means the South Dakota Health and Educational Facilities Authority and any successor or assigns.

"Authorized Officer of the School District" means the President of the School Board and the Business Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the School District then authorized to perform such act or discharge such duty.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the School District or the Registrar and Paying Agent, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those Certificates.

"Business Manager" means the Business Manager of the School District appointed pursuant to the provisions of South Dakota Codified Laws Title 13 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the School Board to perform the duties otherwise performed by the Business Manager, or his or her designee.

"Capital Outlay Fund" means the District's capital outlay fund provided by SDCL §13-16-6.

"Certificates" means not to exceed \$1,335,000 in aggregate principal amount of Limited Tax Capital Outlay Refunding Certificates, Series 2020, dated the Closing Date or such other designation or date as shall be determined by the School Board pursuant to Section 9.1 hereof, authorized and issued under this Resolution.

"Certificate Payment Date" means each date on which interest, or both principal and interest, shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

"Certificate Purchase Agreement" means the agreement between the School District and the Underwriter for the purchase of the Certificates.

"Certificate Resolution" means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

"Certificateholder", "Holder" and "Registered Owner" means the registered owner of a Certificate, including any nominee of a Depository.

"Closing Date" means the date the Certificates are exchanged for value.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Certificates.

"Delinquency" means the failure of the District to deposit with the Registrar and Paying Agent any amount due with respect to the Outstanding Bonds or any Parity Obligation on or before the fifteenth day preceding an Interest Paying Date for any Outstanding Bonds or Parity Bonds.

"Delinquent Amount" means (i) regarding a Delinquency with respect to an Interest Payment Date, all principal, interest, and other amounts coming due on the Bonds or Parity Bonds on such date and on the next occurring Interest Payment Date, and (ii) regarding a Delinquency with respect to an Interest Payment Date, all principal, interest, and other amounts coming due on the Bonds or Bonds on such date.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

"District" means the Garretson School District 49-4

"DOE" means the South Dakota Department of Education.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Escrow Agent" means First Bank & Trust, Brookings, South Dakota, as Escrow Agent under the Escrow Agreement, or its successor or successors under the terms of the Escrow Agreement.

"Escrow Agreement" means the Refunding Escrow Agreement.

"Garretson School District 49-4" means the Garretson School District 49-4, Minnehaha County, South Dakota.

"Interest Payment Dates" means each date on which interest shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

"Letter of Representation" means the Blanket Issuer Letter of Representations to DTC of the School District.

"Mail" means delivery through the United States Postal Office or other delivery service, e-mail or delivery through other electronic means.

"Official Statement" and "Preliminary Official Statement" means that Official Statement and Preliminary Official Statement described in Section 9.2 hereof pertaining to the sale of the Certificates.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding", "Certificates Outstanding," or "Outstanding Certificates" means, as of a particular date all certificates or lease-purchase obligations payable from the Capital Outlay Fund, collectively referred to as "certificates" for purposes of this definition issued and delivered except: (1) any certificate paid or redeemed or otherwise canceled by the School District at or before such date; (2) any certificate for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the School District for the benefit of the Owner thereof; (3) any certificate for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registrar and Paying Agent and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another certificate shall have been delivered pursuant to this Resolution, unless proof satisfactory to the School District is presented that any certificate, for which a certificate in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the certificate in lieu of or in substitution for which a new certificate has been delivered and such new certificate so delivered therefor shall be deemed Outstanding; and, (5) any certificate deemed paid under the provisions of Article VII of this Resolution, except that any such certificate shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Parity Obligations" means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still "outstanding" under the resolution, indenture or other instrument pursuant to which it was issued.

"Paying Agent" means a commercial bank or regulated financial institution which is serving as the Registrar and Paying Agent under Sections 4.3(c), 4.5, and 4.6, and Article VI of this Resolution and who is also party to the State Pledge Agreement in the capacity of the "Paying Agent."

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Pledged State Aid" means the state aid to education funds provided under Title 13 of South Dakota Codified Laws.

"President" means the president of the School Board elected pursuant to the provisions of SDCL 13-8 or his or her designee acting on his or her behalf.

"Program" or "Pledged State Aid Program" means the Authority's State Aid Pledge Program authorized under SDCL §13-19-27 and SDCL §1-16A-97.

"Purchase Agreement" means the Certificate Purchase Agreement authorized pursuant to and described in Section 9.1 hereof by and between the School District and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Record Date" means as of the close of business on the last, first, or fifteenth day (whether or not a business day) of the calendar month not less than fourteen days prior to Interest Payment Date.

"Refunded Certificates" means the following:

Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2021	1.900%	\$115,000	366384 FD2
July 15, 2022	2.100%	120,000	366384 FE0
July 15, 2023	2.300%	120,000	366384 FF7
July 15, 2024	2.450%	125,000	366384 FG5
		<u>\$480,000</u>	

Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2021	3.000%	\$125,000	366384 GL3
July 15, 2022	3.300%	130,000	366384 GM1
July 15, 2023	3.400%	135,000	366384 GN9
		<u>\$390,000</u>	

Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2022	2.500%	\$100,000	366384 GR0
July 15, 2024	2.875%	115,000	366384 GS8
		\$215,000	

Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
January 15, 2025	2.875%	100,000	366384 GU3
January 15, 2030	3.550%	105,000	366384 GV1
		\$205,000	

"Registrar" means First Bank & Trust, Brookings, South Dakota, or its successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Resolution" means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

"Schedule" means the schedule which indicates the principal and interest payments on the Certificates.

"School Board" means the School Board of the School District elected pursuant to the provisions of SDCL Title 13.

"School District" means the Garretson School District 49-4.

"State Aid to Education" means all state aid to education and all other funds to which are appropriated from time to time for distribution to the School District under SDCL Title 13.

"State Aid Pledge Agreement" means the State Aid Pledge Agreement among the School District, Paying Agent, DOE and the Authority, as amended from time to time.

"Underwriter" means D.A. Davidson & Co., Omaha, Nebraska acting for and on behalf of itself and such securities dealers as it may designate.

"Vice-President" means the Vice-President of the School Board who may act for the President in the absence of the President.

**Section 1.2. References to Resolution.**

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Resolution as a whole.

**Section 1.3. References to Articles, Sections, Etc.**

References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.

**Section 1.4. Headings.**

The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.

**ARTICLE II  
*FINDINGS***

**Section 2.1.**

It is hereby found and determined by the School Board as follows:

- (a) The refunding of the Refunded Certificates as set forth herein through the issuance of the Certificates will result in the reduction in debt service payable by the School District over the term of the Refunded Certificates thereby effecting a cost savings to the public;
- (b) The School District hereby determines that all limitations upon the issuance of Certificates have been met and the Certificates are being authorized, issued and sold in accordance with the provisions of SDCL Chapter 6-8B, §§6-8B-30 to 6-8B-52, inclusive.
- (c) The District has developed and maintained a five-year plan on the annual projected revenues and annual projected expenditures for the capital outlay fund;
- (d) The District has determined that it is in the best interest of the School District to participate in the Program and to pledge State Aid to Education under SDCL Title 13 to secure the Certificates.

**ARTICLE III  
*AUTHORITY, PLEDGE, AND LEVY***

**Section 3.1. Authority.**

The School District is authorized pursuant to and in accordance with, the provisions of the Act, this Resolution, and other applicable provisions of law, to issue Limited Tax Capital Outlay Refunding Certificates, Series 2020 of the School District in the aggregate principal amount of not to exceed \$1,335,000 upon such terms as are set forth in the Purchase Agreement.

### **Section 3.2. Pledge.**

The taxing powers, not to exceed three dollars per thousand of taxable valuation, of said School District shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of the Certificates as such principal and interest respectively become due. Pursuant to SDCL §13-16-10, the School District does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Certificates when due.

### **Section 3.3. Levy of Taxes.**

The District does hereby provide for an annual levy, not to exceed three dollars per thousand of the taxable valuation of the School District, to produce collected taxes, taking into consideration an amount necessary to provide for delinquencies, reasonable reserve and mandatory early redemption, to pay principal and interest on the Certificates when due. The Business Manager is directed to provide the County Auditor of Minnehaha County with the Schedule. The Schedule is made a part of this Resolution as if stated in full and shall be open to public inspection at the office of the Business Manager. Said levies shall be irrevocable so long as any of the Certificates or interest thereon shall remain unpaid, except that the School Board of the District and the Auditor shall have the power to reduce the levy as provided by SDCL §13-16-11.

### **Section 3.4. Pledge of State Aid to Education.**

In order to secure payment of the principal of and interest on the Certificates as and when due, the School District hereby pledges and grants to the Registrar and Paying Agent all of the School District's right, title, and interest in and to all State Aid to Education.

### **Section 3.5. Deposit of Pledged Moneys.**

Pursuant to the requirements of the Program, the School District shall deposit with the Registrar and Paying Agent on or before the fifteenth day of the month preceding the principal and/or interest payment coming due on the next Interest Payment Dates.

## **ARTICLE IV**

### ***FORM, TERMS, EXECUTION, AND TRANSFER OF CERTIFICATES***

#### **Section 4.1. Authorized Certificates;**

The aggregate principal amount of Certificates that may be issued under this Resolution shall not exceed One Million Three Hundred Thirty-Five Thousand Dollars (\$1,335,000) the proceeds of which shall be used to pay to refund the: (1) July 15, 2021 to July 15, 2014 maturities of the Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013; (2) July 15, 2021 to July 15, 2023 maturities of the Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013; (3) July 15, 2022 to July 15, 2024 maturities of the Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014; and (4) January 15, 2025 to January 15, 2030 maturities of the Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015, to be redeemed on or after September 30, 2020, and to pay the costs of issuing the Certificates.

#### **Section 4.2. Form of Certificates; Execution.**

(a) The Certificates are issuable only as fully registered Certificates, without coupons, in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (but no single Certificate shall represent installments of principal maturing on more than one date). All Certificates issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied.

(b) The Certificates shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the School District with the manual or facsimile signature of the President of the School Board, attested by the manual or facsimile signature of the Business Manager, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Certificate may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Certificate, were the proper officers of the School District to sign such Certificate, although on the date of the adoption by the School District of this Resolution, such individuals may not have been such officers. Exhibit A, the form of the Certificate, shall be on file with the Business Manager and open to public inspection.

#### **Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Certificates.**

(a) The Certificates shall become due and payable as set forth in the Certificate Purchase Agreement.

(b) The Certificates shall be designated "Limited Tax Capital Outlay Refunding Certificates, Series 2020", or such other designation as shall be determined by the School Board pursuant to Section 9.1 hereof. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Certificate shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Certificate Payment Date. Each Certificate shall state that it is issued pursuant to SDCL 6-8B.

(c) The Registrar and Paying Agent shall make all interest payments with respect to the Certificates on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Registrar and Paying Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender

of such registered Certificates, and all such payments shall discharge the obligations of the School District in respect of such Certificates to the extent of the payments so made. Payment of principal of and premium, if any, on the Certificates shall be made upon presentation and surrender of such Certificates to the Registrar and Paying Agent as the same shall become due and payable.

#### **Section 4.4. Negotiability of Certificates.**

All Certificates issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Certificates.

#### **Section 4.5. Registration, Transfer and Exchange of Certificates.**

(a) The Certificates are transferable only by presentation to the Registrar and Paying Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Certificate(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Certificate(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Certificate(s) in such form and with such documentation, if any, the Registrar and Paying Agent shall issue a new Certificate or Certificates to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registrar and Paying Agent shall not be required to transfer or exchange any Certificate during the period commencing on a Record Date and ending on the corresponding interest payment date of such Certificate, nor to transfer or exchange any Certificate after the publication of notice calling such Certificate for redemption has been made, nor to transfer or exchange any Certificate during the period following the receipt of instructions from the School District to call such Certificate for redemption; provided, the Registrar and Paying Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Certificate, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the School District nor the Registrar and Paying Agent shall be affected by any notice to the contrary whether or not any payments due on the Certificates shall be overdue. Certificates, upon surrender to the Registrar and Paying Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Certificates of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Certificates. References in this Section to a Certificate or the Certificates shall be construed to mean the Certificate or the Certificates that are held under the Book-Entry System. One Certificate for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Certificates in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Certificates. Beneficial ownership interests in the Certificates may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Certificates representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Certificates. Transfers of ownership interests in the Certificates shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, THE REGISTRAR AND PAYING AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE CERTIFICATES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE CERTIFICATES, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR AND PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Certificates, so long as DTC is the only owner of the Certificates, shall be paid by the Registrar and Paying Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the School District nor the Registrar and Paying Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Certificates or (2) the School District determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Certificates would adversely affect their interests or the interests of the Beneficial Owners of the Certificates, the School District may discontinue the Book-Entry System with DTC. If the School District fails to identify another qualified securities depository to replace DTC, the School District shall cause the Registrar and Paying Agent to authenticate and deliver replacement Certificates in the form of fully registered Certificates to each Beneficial Owner.

NEITHER THE SCHOOL DISTRICT NOR THE REGISTRAR AND PAYING AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE CERTIFICATES; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE CERTIFICATES; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES;

OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE CERTIFICATES IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

**Section 4.6. Mutilated, Lost, Stolen, or Destroyed Certificates.**

(a) In the event any Certificate is mutilated, lost, stolen, or destroyed, the School District may execute, and upon the request of an Authorized Officer of the School District the Registrar and Paying Agent shall authenticate and deliver, a new Certificate of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Certificate is a replacement Certificate) as the mutilated, destroyed, lost, or stolen Certificate, in exchange for the mutilated Certificate or in substitution for the Certificate so destroyed, lost, or stolen. In every case of exchange or substitution, the Certificateholder shall furnish to the School District and the Registrar and Paying Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Certificate and the ownership thereof. Upon the issuance of any Certificate upon such exchange or substitution, the School District and the Registrar and Paying Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the School District and the Registrar and Paying Agent. In the event any Certificate which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the School District may, instead of issuing a Certificate in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Certificate) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the School District and the Registrar and Paying Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the School District and the Registrar and Paying Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the School District and the Registrar and Paying Agent the mutilation, destruction, loss, or theft of such Certificate and of the ownership thereof.

(b) Every Certificate issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the School District (whether or not the destroyed, lost, or stolen Certificate shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Certificates duly issued under this Resolution.

(c) All Certificates shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Certificates, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

#### **Section 4.7. Authentication.**

The Registrar and Paying Agent is hereby authorized to authenticate and deliver the Certificates to the Underwriter or as it may designate upon receipt by the School District of the proceeds of the sale thereof, to authenticate and deliver Certificates in exchange for Certificates of the same principal amount delivered for transfer upon receipt of the Certificate(s) to be transferred in proper form with proper documentation as hereinabove described. The Certificates shall not be valid for any purpose unless authenticated by the Registrar and Paying Agent by the manual signature of an officer thereof on the certificate set forth herein on the Certificate form.

#### **Section 4.8. Qualification for DTC.**

The Registrar and Paying Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Certificates for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Certificates, utilization of electronic book entry data received from DTC in place of actual delivery of Certificates and provision of notices with respect to Certificates registered by the DTC (or any of its designees identified to the Registrar and Paying Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Certificates, provided, however, that the Registrar and Paying Agent shall not be liable with respect to any such arrangements it may make pursuant to this section. The Business Manager is hereby authorized to execute the Blanket Letter of Representation.

#### **Section 4.9. Underwriter.**

The President and Business Manager are authorized to retain D.A. Davidson & Co. as Underwriter for the Certificates upon such terms as they approve.

#### **Section 4.10. Bond Counsel.**

The President and Business Manager are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

#### **Section 4.11. Rating Agency.**

The President and Business Manager are authorized to retain the Rating Agency upon such terms as they approve.

#### **Section 4.12. Dissemination Agent.**

The District authorizes the Authorized Officer of the District to retain a dissemination agent with regard to the written undertaking authorized in Section 11.7 hereof.

**Section 4.13. The State Aid Pledge Agreement.** The Certificates shall be secured by the State Aid to Education pursuant to the State Aid Pledge Agreement and this Resolution. The President and the Business Manager are, or either of them is, hereby authorized to execute, deliver, and perform the State Aid Pledge Agreement in connection with the offer, sale, and issuance of the Certificates. The State Aid Pledge Agreement shall be in the form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof.

### **ARTICLE V**

#### ***REDEMPTION OF CERTIFICATES PRIOR TO MATURITY***

##### **Section 5.1. Redemption.**

The Certificates shall be redeemable as set forth in the Certificate Purchase Agreement.

##### **Section 5.2. Notice of Redemption.**

(a) Notice of call for redemption, whether optional or mandatory, shall be given by the Registrar and Paying Agent on behalf of the District not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Certificates to be redeemed, at the addresses shown on the bond registration records of the Registrar and Paying Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Certificates for which proper notice was given. As long as DTC, or a successor depository, is the registered owner of the Certificates, all redemption notices shall be mailed by the Registrar and Paying Agent to DTC, or such successor Depository, as the registered owner of the Certificates, as and when above provided, and neither the District nor the Registrar and Paying Agent shall be responsible for sending notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registrar and Paying Agent shall post such notices, in the case of mandatory redemption of term Certificates, as and when provided herein and in the Certificates, and, in the case of optional redemption, as and when directed by the District pursuant to written instructions from an Authorized Representative of the District given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registrar and Paying Agent).

(b) Each notice required by this Section shall state: (1) the Certificates to be redeemed identified by CUSIP number and called amounts of each bond (for partial calls), date of issue, interest rate, and maturity date; (2) the date fixed for redemption; (3) that such Certificates will be redeemed at the principal corporate trust office of the Registrar and Paying Agent; (4) the redemption price to be paid; and, (5) that from and after the redemption date interest thereon shall cease to accrue. If at the time of notice of optional redemption, the District shall not have deposited with the Registrar

and Paying Agent monies sufficient to redeem all the Certificates called for optional redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Registrar and Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless monies are so deposited.

### **Section 5.3. Payment of Redeemed Certificates.**

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registrar and Paying Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Certificates to be redeemed as provided in this Resolution, then: (1) the Certificates so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Certificates on such date; (2) interest on the Certificates so called for redemption shall cease to accrue; and, (3) such Certificates shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registrar and Paying Agent.

(b) If on the redemption date, monies for the redemption of all Certificates or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registrar and Paying Agent so as to be available therefor on such date, the Certificates or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

## **ARTICLE VI REGISTRAR AND PAYING AGENT**

### **Section 6.1. Appointment and Acceptance of Duties.**

The School District hereby authorizes the Business Manager to appoint the Registrar and Paying Agent with respect to the Certificates and authorizes and directs the Registrar and Paying Agent to maintain bond registration records with respect to the Certificates, to authenticate and deliver the Certificates as provided herein, either at original issuance, upon transfer, or as otherwise directed by the School District, to effect transfers of the Certificates, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Certificates as provided herein, to cancel and destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the School District at least annually a certificate of destruction with respect to Certificates canceled and destroyed, and to furnish the School District at least annually an audit confirmation of Certificates paid, Certificates Outstanding and payments made with respect to interest on the Certificates. The President and the Business Manager, or either of them is hereby authorized to execute and the Business Manager is hereby authorized to attest such written agreement between the School District and the Registrar and Paying Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registrar and Paying Agent. The payment of all reasonable

fees and expenses of the Registrar and Paying Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

### **Section 6.2. Permitted Acts and Functions.**

The Registrar and Paying Agent may become the Owner of any Certificates, with the same rights as it would have if it were not a Registrar and Paying Agent. The Registrar and Paying Agent may act as a purchaser or fiscal agent in connection with the sale of the Certificates or of any other securities offered or issued by the School District.

### **Section 6.3. Resignation or Removal of the Registrar and Paying Agent and Appointment of Successors.**

(a) The Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Business Manager. The Registrar and Paying Agent may be removed at any time by the Business Manager, provided that such removal does not constitute a breach of any contractual agreement with any such Registrar and Paying Agent, by filing written notice of such removal with such Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be appointed by the Business Manager and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registrar and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registrar and Paying Agent, such Registrar and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registrar and Paying Agent, and all books and records and other properties held by it as Registrar and Paying Agent, to its successor, or if there be no successor then appointed, to the Business Manager until such successor be appointed.

### **Section 6.4. Merger or Consolidation of Registrar and Paying Agent.**

Any corporation or association into which the Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registrar and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Business Manager shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

**ARTICLE VII**  
***DEFEASANCE OF CERTIFICATES***

**Section 7.1. Defeasance of Certificates.**

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registrar and Paying Agent, the principal of and interest on such Certificates as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Escrow Agent"; which Agent may be the Registrar and Paying Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Certificates and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Certificates are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Certificates to the Registrar and Paying Agent, for cancellation by it;

and if the School District shall also pay or cause to be paid all other sums payable hereunder by the Governing Body with respect to such Certificates, or make adequate provision therefor, and by resolution of the School Board instruct any such Escrow Agent to pay amounts when and as required to the Registrar and Paying Agent for the payment of principal of and interest and redemption premiums, if any, on such Certificates when due, then and in that case the indebtedness evidenced by such Certificates shall be discharged and satisfied and all covenants, agreements and obligations of the School District to the holders of such Certificates shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registrar and Paying Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on the Certificates; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registrar and Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the School District as received by the Registrar and Paying Agent and (B) to the extent such cash will be required for such purpose at a

later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on the Certificates on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the School District, as received by the Registrar and Paying Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Certificates or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

**ARTICLE VIII**  
***ADDITIONAL CERTIFICATES***

This Resolution permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation, or for taxes payable in 2021 and thereafter, not more than the lesser of \$3 per \$1,000 of taxable valuation or the Maximum Enrolled Student Amount as defined hereafter, (collectively the “Levy Limit”) will afford debt service coverage for all outstanding capital outlay certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The “Maximum Enrolled Student Amount” is \$3,400 for 2021, and for 2022 and subsequent years, the maximum amount for each enrolled student shall increase by the lesser of three percent or the index factor, as defined in SDCL 10-13-38. The property tax levy for any such additional certificates, together with the levy for then all outstanding capital outlay certificates described herein and any other Capital Outlay Fund purposes, would be limited to the Levy Limit. Such additional certificates would have a parity claim with all the then outstanding capital outlay certificates, including the Certificates, against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

**ARTICLE IX**  
***SALE OF CERTIFICATES AND DEPOSIT OF PROCEEDS***

**Section 9.1. Sale of Certificates.**

The Certificates shall be sold to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The President and the Business Manager, or either of them, in consultation with the Underwriter, are authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary to maximize the savings from the refunding of the Refunded Certificates. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Certificates less than that authorized herein, cause fewer than all the Refunded Certificates to be refunded, to sell any or all of the Certificates as term Certificates with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Certificates, and to adjust principal and interest payment dates and redemption

dates of the Certificates. The form of the Certificate set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The President and the Business Manager, or either of them, are hereby authorized to execute and the Business Manager is authorized to attest the Certificate Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Purchase Agreement shall be in form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the District's attorney; provided the Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The President and the Business Manager are authorized to cause the Certificates to be authenticated and delivered by the Registrar and Paying Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

### **Section 9.2. Official Statement.**

The President, Business Manager, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the President and Business Manager shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, the School District agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

### **Section 9.3. Disposition of Certificate Proceeds.**

The proceeds of the sale of the Certificates shall be disbursed as follows:

(a) To the paying agent, amounts, together with other legally available funds of the School District, if any, sufficient to pay to refund the: (1) July 15, 2021 to July 15, 2014 maturities of the Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013; (2) July 15, 2021 to July 15, 2023 maturities of the Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013; (3) July 15, 2022 to July 15, 2024 maturities of the Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014; and (4) January 15, 2025 to January 15, 2030 maturities of the Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015 to be redeemed on or after September 30, and paying costs of issuing the Certificates.

(b) The remaining proceeds from the sale of the Certificates shall be used to pay the costs of issuance and sale of the Certificates including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, credit rating enhancement fees, Registrar and Paying Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Certificates. Any funds remaining after payment of said expenses shall be used to pay interest on the Certificates on the first interest payment date following delivery of the Certificates.

#### **Section 9.4. Tax Matters.**

(a) The School District covenants and agrees with the registered owners from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The President and the Business Manager, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates, it is reasonably expected that the proceeds of the Certificates will be used in a manner that would not cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(c) The District further certifies and covenants as follows with respect to the requirements of Section 148 of the Code that the District reasonably expects, as of the Closing Date, that the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by it and all subordinate entities during the calendar year of 2020 will not exceed \$15,000,000.

(d) The District shall file with the Secretary of the Treasury a statement concerning the Certificates containing the information required by Section 149(e) of the Code.

(e) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the District hereby designates the Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The District hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501(c)(3) bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the District and all "subordinate entities" of the District in 2020 in an amount greater than \$10,000,000.

**ARTICLE X**  
***NOTICE OF REFUNDING***

**Section 10.1. Notice of Refunding.**

Prior to the issuance of the Certificates, notice of the School District's intention to refund the Refunded Certificates shall be posted on <http://emma.msrb.org> and be given, at the direction of the Business Manager, by the respective paying agents for the Refunded Certificates, to the respective Registered Owners of the Refunded Certificates. Such notice shall be in substantially the form as provided in Exhibit B attached hereto and by this reference made a part hereof.

**ARTICLE XI**  
***MISCELLANEOUS***

**Section 11.1. Failure to Present Certificates.**

(a) Subject to the provisions of Section 4.7 hereof, in the event any Certificate shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Certificate shall be held by the Registrar and Paying Agent for the benefit of the Owner thereof, all liability of the School District to such Owner for the payment of such Certificate shall forthwith cease, determine, and be completely discharged. Whereupon, the Registrar and Paying Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Certificates.

(b) If any Certificate shall not be presented for payment within a period of six years following the date when such Certificate becomes due, whether by maturity or otherwise, the Registrar and Paying Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the School District any monies then held by the Registrar and Paying Agent for the payment of such Certificate and such Certificate shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the School District.

**Section 11.2. Payments Due on Saturdays, Sundays, and Holidays.**

In any case where the date of maturity or interest on or principal of any Certificate, or the date fixed for redemption of any Certificate, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Certificate need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

### **Section 11.3. Miscellaneous Acts.**

The appropriate officers of the School District are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments,, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the School District of the Certificates.

### **Section 11.4. Amendment.**

The School Board is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Certificateholders.

### **Section 11.5. No Recourse Under Certificate Resolution or on Certificates.**

All stipulations, promises, agreements, and obligations of the School District contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the School District and not of any officer, director, or employee of the School District in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Certificates or for any claim based thereon or this Resolution against any officer, director, or employee of the School District or against any official or individual executing the Certificates.

### **Section 11.6. Partial Invalidity.**

If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

### **Section 11.7. Continuing Disclosure.**

The School District hereby covenants and agrees that it will provide financial information which is customarily prepared and publicly available and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Certificates. The President and Business Manager, or either of them, is authorized to execute at the Closing of the sale of the Certificates, an agreement for the benefit of and enforceable by the owners of the Certificates specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the School District to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Certificates to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the School District to comply with its

undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

**Section 11.8. Post Issuance Compliance.**

The School District does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Certificates attached hereto. The School District appoints the Business Manager as its chief post issuance compliance officer.

**Section 11.9. Conflicting Resolutions Repealed.**

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 11.10. Effective Date.**

This Resolution shall take effect from and after its adoption, the welfare of the School District requiring it.

Said motion was seconded by Member \_\_\_\_\_ and upon vote being taken the following voted AYE: \_\_\_\_\_

\_\_\_\_\_ and the following voted NAY: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

EXHIBIT A-(FORM OF CERTIFICATE)

GARRETSON SCHOOL DISTRICT 49-4  
MINNEHAHA COUNTY, SOUTH DAKOTA  
LIMITED TAX CAPITAL OUTLAY REFUNDING CERTIFICATES, SERIES 2020

REGISTERED

No. «No»

Interest Rate  
«INTEREST\_RATE»%

Maturity Date  
«maturity»

Certificate Date  
September 30, 2020

REGISTERED  
\$«AMOUNT».00  
CUSIP No.  
«cusip»

Registered Owner: **Cede & Co.**  
55 Water Street, 1<sup>st</sup> Floor.  
New York, New York 10041  
Tax ID #13-1555119

Principal Amount: «DOLLARLONG» AND NO\100 DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law. This Certificate is issued in full compliance with SDCL Chapter 6-8B, §§6-8B-30 to 6-8B-52, inclusive, and is incontestable for any cause after its delivery.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

**IN WITNESS WHEREOF**, the School District has caused this Certificate to be signed by the manual or facsimile signature of its President of the School Board of the School District and to be countersigned by the manual or facsimile signature of its Business Manager all as of the Certificate Date specified above.

ATTEST:

Garretson School District 49-4, South Dakota

Business Manager  
COUNTERSIGNED:

By:  
President of the School Board



Resident Attorney

**CERTIFICATE OF AUTHENTICATION**

This Certificate is a Certificate of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is September 30, 2020.

First Bank & Trust,  
Brookings, South Dakota  
Certificate Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Officer

KNOW ALL MEN BY THESE PRESENTS: That the Garretson School District 49-4, Garretson, South Dakota (the "School District"), in Minnehaha County, hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, solely from the Capital Outlay Fund of the District, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Certificate Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable \_\_\_\_\_ and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the bond registration books of the School District maintained by First Bank & Trust, Brookings, South Dakota, as Certificate Registrar and Paying Agent (the "Registrar"), on the close of business on the \_\_\_\_\_ day (whether or not a business day) of the calendar month next preceding such interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Certificate at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Certificate is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Certificate is one of an authorized issue of Certificates limited in aggregate principal amount to a maximum of \$\_\_\_\_\_ (the "Certificates") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of which will be used to pay to refund the: (1) July 15, 2021 to July 15, 2014 maturities of the Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013; (2) July 15, 2021 to July 15, 2023 maturities of the Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013; (3) July 15, 2022 to July 15, 2024 maturities of the Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014; and (4) January 15, 2025 to January 15, 2030 maturities of the Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015; to be redeemed on September 30, 2020; and pay costs of issuance, pursuant to a resolution duly and regularly adopted by the School District (the "Certificate Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 13-16 and 6-8B, South Dakota Codified Laws, as amended. The District has levied a capital outlay levy in an amount not to exceed three dollars per thousand for the payment of the Certificates. In addition, to further secure payment of the Certificates, the School District has pledged all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws ("Pledged State Aid") and has entered into a State Aid Pledge Agreement with the South Dakota Health and Educational Facilities Authority, First Bank & Trust, and the South Dakota Department of Education pursuant to which State Aid to Education may be applied to pay principal and interest on the Certificates and any other Certificates issued by the School District secured on a parity with the Certificates.

## **REDEMPTION PROVISIONS**

### **Additional Certificates**

The Resolution authorizing the issuance of the Certificates permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation, or for taxes payable in 2021 and thereafter, not more than the lesser of \$3 per \$1,000 of taxable valuation or the Maximum Enrolled Student Amount as defined hereafter, (collectively the "Levy Limit") will afford debt service coverage for all outstanding capital outlay certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The "Maximum Enrolled Student Amount" is \$3,400 for 2021 and for 2022 and subsequent years, the maximum amount for each enrolled student shall increase by the lesser of three percent or the index factor, as defined in SDCL 10-13-38. The property tax levy for any such additional certificates, together with the levy for then all outstanding capital outlay certificates described herein and any other Capital Outlay Fund purposes, would be limited to the Levy Limit. Such additional certificates would have a parity claim with all the then outstanding capital outlay certificates, including the Certificates, against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

This Certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Certificate Registrar in Brookings, South Dakota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The School District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the School District nor the Certificate Registrar shall be affected by any notice to the contrary.

The School District has in the Resolution designated the Certificates as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(III) of the Internal Revenue Code of 1986, as amended.

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Bond Opinion  
Garretson School District 49-4  
Minnehaha County, South Dakota  
\$ \_\_\_\_\_ Limited Tax Capital Outlay Refunding Certificates, Series 2020

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Garretson School District 49-4, Minnehaha County, South Dakota (the "Issuer") of \$ \_\_\_\_\_ Limited Tax Capital Outlay Refunding Certificates, Series 2020 dated September 30, 2020 (the "Certificates"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the Resolution and issue the Certificates.

2. The Resolution has been duly adopted by the Issuer on August \_\_\_\_, 2020 and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. The Resolution levies ad valorem taxes not in excess of three dollars per thousand annually upon all of the taxable property in the District, for the capital outlay fund of the District, from which fund, the Certificates and interest thereon are payable.

4. The Certificates are additionally secured by the School District's pledge of all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws and the School District has entered into a State Aid Pledge Agreement (the "State Aid Pledge Agreement") with the South Dakota Health and Educational Facilities Authority, First Bank & Trust, and the South Dakota Department of Education in furtherance of such pledge.

5. The District has irrevocably authorized pursuant to a State Aid Pledge Agreement and directed the South Dakota Health and Educational Facilities Authority (the "Authority") to intercept from time to time, as necessary, State of South Dakota appropriated funds to which the District is entitled, and to transfer to the paying agent, from such intercepted funds, the amount necessary to pay principal of and interest then due on the Certificates.

6. The Certificates have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefore in the Resolution.

7. The interest on the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of

such requirements may cause the inclusion of interest on the Certificates in gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates. We express no opinion regarding other federal tax consequences arising with respect to the Certificates.

8. Under existing law, the interest on the Certificates is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Certificates.

9. The Certificates are qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

It is to be understood that the rights of the holders of the Certificates and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

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**AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS CERTIFICATE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS CERTIFICATE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.**

**UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY CERTIFICATE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.**

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(Form of Assignment)

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

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Dated: \_\_\_\_\_

**NOTICE:** The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

## EXHIBIT B

### NOTICE OF REDEMPTION OF LIMITED TAX GENERAL OBLIGATION REFUNDING CERTIFICATES, SERIES 2013 (CROSSOVER PARTIAL ADVANCE REFUNDING) OF THE GARRETSON SCHOOL DISTRICT 49-4 STATE OF SOUTH DAKOTA

NOTICE IS HEREBY GIVEN that there have been called for redemption on September 30, 2020 (the "Redemption Date") all outstanding Limited Tax General Obligation Refunding Certificates, Series 2013 (Crossover Partial Advance Refunding) dated May 16, 2013 ("2013 Certificates"), totaling \$480,000 in principal amount, as listed below:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2021	1.900%	\$115,000	366384 FD2
July 15, 2022	2.100%	\$120,000	366384 FE0
July 15, 2023	2.300%	\$120,000	366384 FF7
July 15, 2024	2.450%	\$125,000	366384 FG5

The 2013 Certificates are being called pursuant to a Resolution dated August \_\_\_\_, 2020 of the Garretson School District 49-4 at the above principal amount of each such Certificate, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the 2013 Certificates hereby called shall cease.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the 2013 Certificates to be redeemed. If moneys sufficient to pay the redemption price of and interest on such 2013 Certificates are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

Payment of the 2013 Certificates called for redemption will be made upon presentation and surrender of such 2013 Certificates at First Bank & Trust, Brookings, South Dakota. The called 2013 Certificates should be presented as follows:

First Bank & Trust,  
PO Box 5057  
Brookings, SD 57006  
Attention: Corporate Trust

When inquiring about this redemption, please have the Certificate Number available. Please inform the customer service representative of the CUSIP number(s) of the affected 2013 Certificates(s). Customer Service may be reached at (605) 696-2263.

First Bank & Trust, Brookings, South Dakota  
As Registrar and Paying Agent

Dated:

*In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.*

*The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.*

**EXHIBIT B-1**

**NOTICE OF REDEMPTION OF  
LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2013  
OF THE GARRETSON SCHOOL DISTRICT 49-4  
STATE OF SOUTH DAKOTA**

**NOTICE IS HEREBY GIVEN** that there have been called for redemption on September 30, 2020 (the “Redemption Date”) all outstanding Limited Tax General Obligation Certificates, Series 2013 dated September 18, 2013 (“2013 Certificates”), totaling \$390,000 in principal amount, as listed below:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2021	3.000%	\$125,000	366384 GL3
July 15, 2022	3.300%	130,000	366384 GM1
July 15, 2023	3.400%	135,000	366384 GN9
		\$390,000	

The 2013 Certificates are being called pursuant to a Resolution dated August \_\_\_\_, 2020 of the Garretson School District 49-4 at the above principal amount of each such Certificate, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the 2013 Certificates hereby called shall cease.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the 2013 Certificates to be redeemed. If moneys sufficient to pay the redemption price of and interest on such 2013 Certificates are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

Payment of the 2013 Certificates called for redemption will be made upon presentation and surrender of such 2013 Certificates at First Bank & Trust, Brookings, South Dakota. The called 2013 Certificates should be presented as follows:

First Bank & Trust  
PO Box 5057  
Brookings, SD 57006  
Attention: Corporate Trust

When inquiring about this redemption, please have the Certificate Number available. Please inform the customer service representative of the CUSIP number(s) of the affected 2013 Certificates(s). Customer Service may be reached at (605) 696-2263.

First Bank & Trust, Brookings, South Dakota  
As Registrar and Paying Agent

Dated:

*In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.*

*The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.*

## EXHIBIT B-2

### NOTICE OF REDEMPTION OF LIMITED TAX CAPITAL OUTLAY REFUNDING CERTIFICATES, SERIES 2014 OF THE GARRETSON SCHOOL DISTRICT 49-4 STATE OF SOUTH DAKOTA

NOTICE IS HEREBY GIVEN that there have been called for redemption on September 30, 2020 (the "Redemption Date") all outstanding Limited Tax Capital Outlay Refunding Certificates, Series 2014 dated September 4, 2014 ("2014 Certificates"), totaling \$215,000 in principal amount, as listed below:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
July 15, 2022	2.500	\$100,000	366384 GR0
July 15, 2024	2.875	115,000	366384 GS8
		<hr/> \$215,000	

The 2014 Certificates are being called pursuant to a Resolution dated August \_\_\_\_, 2020 of the Garretson School District 49-4 at the above principal amount of each such Certificate, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the 2014 Certificates hereby called shall cease.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the 2014 Certificates to be redeemed. If moneys sufficient to pay the redemption price of and interest on such 2014 Certificates are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

Payment of the 2014 Certificates called for redemption will be made upon presentation and surrender of such 2014 Certificates at First Bank & Trust, Brookings, South Dakota. The called 2014 Certificates should be presented as follows:

First Bank & Trust,  
PO Box 5057  
Brookings, SD 57006  
Attention: Corporate Trust

When inquiring about this redemption, please have the Certificate Number available. Please inform the customer service representative of the CUSIP number(s) of the affected 2014 Certificates(s). Customer Service may be reached at (605) 696-2263.

First Bank & Trust, Brookings, South Dakota  
As Registrar and Paying Agent

Dated:

*In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.*

*The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.*

**EXHIBIT B-3**

**NOTICE OF REDEMPTION OF  
LIMITED TAX CAPITAL OUTLAY CERTIFICATES, SERIES 2015  
OF THE GARRETSON SCHOOL DISTRICT 49-4  
STATE OF SOUTH DAKOTA**

**NOTICE IS HEREBY GIVEN** that there have been called for redemption on September 30, 2020 (the “Redemption Date”) all outstanding Limited Tax Capital Outlay Certificates, Series 2015 dated May 28, 2015 (“2015 Certificates”), totaling \$205,000 in principal amount, as listed below:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Outstanding</u>	<u>CUSIP</u>
January 15, 2025	2.875%	100,000	366384 GU3
January 15, 2030	3.550%	105,000	366384 GV1
		<u>\$205,000</u>	

The 2015 Certificates are being called pursuant to a Resolution dated August \_\_\_\_, 2020 of the Garretson School District 49-4 at the above principal amount of each such Certificate, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the 2015 Certificates hereby called shall cease.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the 2015 Certificates to be redeemed. If moneys sufficient to pay the redemption price of and interest on such 2015 Certificates are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

Payment of the 2015 Certificates called for redemption will be made upon presentation and surrender of such 2015 Certificates at First Bank & Trust, Brookings, South Dakota. The called 2015 Certificates should be presented as follows:

First Bank & Trust,  
PO Box 5057  
Brookings, SD 57006  
Attention: Corporate Trust

When inquiring about this redemption, please have the Certificate Number available. Please inform the customer service representative of the CUSIP number(s) of the affected 2015 Certificates(s). Customer Service may be reached at (605) 696-2263.

First Bank & Trust, Brookings, South Dakota  
As Registrar and Paying Agent

Dated:

*In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.*

*The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.*

ATTACHMENT TO RESOLUTION \_\_\_\_\_

**Post-Issuance Compliance Policy for Tax-Exempt and  
Tax-Advantaged Obligations and Continuing Disclosure**

**Definitions**

“Compliance Officer” means the Business Manager of the Issuer.

“Issuer” means the Garretson School District 49-4.

**Statement of Purpose**

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt/tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

### **General Policies and Procedures**

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

### **Issuance of Obligations - Documents and Records**

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

## Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.

- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

### **Private Activity Concerns**

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
  - 1. Sale of the facilities, including sale of capacity rights;
  - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
  - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
  - 4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);

5. Joint-ventures, limited liability companies or partnership arrangements;
6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

### **Qualified Tax-Exempt Obligations**

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "small issuer" limit is not exceeded.

## **Federal Subsidy Payments**

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

## **Reissuance**

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

## **Record Retention**

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
  1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
  2. Documentation evidencing expenditure of proceeds of the issue;
  3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
  4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);

5. Documentation evidencing all sources of payment or security for the issue; and
  6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

### **Continuing Disclosure**

Under the provisions of SEC Rule 15c2-12 (the “Rule”), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports (“Annual Reports”) in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the “Annual Report Due Date”), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board (“MSRB”) through the Electronic Municipal Market Access (“EMMA”) System at [www.emma.msrb.org](http://www.emma.msrb.org) in the format prescribed by the MSRB.
- D. Monitor the occurrence of any “Material Event” (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be

timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the Garretson School District 49-4, this \_\_\_\_day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
President of the School Board

ATTEST:

\_\_\_\_\_  
Business Manager

## STATE AID PLEDGE AGREEMENT

**THIS STATE AID PLEDGE AGREEMENT** (this “Agreement”) dated as of \_\_\_\_\_, 2020, is made and entered into by and among Garretson School District 49-4 (the “District”), the South Dakota Health and Educational Facilities Authority (the “Authority”), the South Dakota Department of Education (“DOE”) and First Bank & Trust, Brookings, South Dakota (the “Paying Agent”).

### PREAMBLE

**WHEREAS**, on \_\_\_\_\_, 2020 the District adopted a Resolution (the “Resolution”) authorizing the issuance and sale of its \$\_\_\_\_\_ Limited Tax Capital Outlay Refunding Certificates, Series 2020 (the “Bonds”) and has entered into an agreement with the Paying Agent to serve as the Bond Registrar and Paying Agent for such Bonds;

**WHEREAS**, pursuant to the Resolution, the District has elected to participate in the State Aid Pledge Program (the “Program”) authorized pursuant to the Act, including SDCL §13-19-27 and SDCL 1-16A-97, and administered by the Authority in order to provide additional security for payment of the Bonds out of state aid to education appropriated by the Legislature from time to time and payable to the District (“Pledged State Aid”);

**WHEREAS**, the parties hereto desire to agree to certain terms and conditions relating to the Bonds, the Program and the Pledged State Aid;

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### Definitions.

All capitalized terms used herein and not otherwise defined in connection with such use shall have the meanings assigned thereto in the Resolution. In addition, the following terms shall have the following meanings when used herein:

“Act”: Collectively, SDCL §§ 1-16-A-76, 1-16A-97 to 1-16A-99, inclusive, 13-19-27, 13-19-29, 13-13-39, and 13-13-74.

“Agreement”: As defined in the first paragraph of the Agreement.

“Authority”: As defined in the first paragraph of the Agreement.

“BFM”: South Dakota Bureau of Finance and Management.

“Bonds”: As defined in the Preamble.

“Business Day” means any day which is not (i) Saturday, Sunday or other day on which banking institutions in the State of New York or the state in which the Principal Office of the

Paying Agent is located are authorized by law or executive order to close or (ii) a day on which New York Stock Exchange is closed.

“Delinquency”: As defined in Section 3(a).

“Delinquency Notice”: As defined in Section 3(a).

“Delinquent Amount” means (i) regarding a Delinquency with respect to a Payment Date on which principal is due, all principal, interest, and other amounts coming due with respect to the Bonds and Parity Obligations on such date and on the next occurring Payment Date, and (ii) regarding a Delinquency with respect to a Payment Date on which only interest is due, all interest and other amounts coming due with respect to the Bonds and Parity Obligations on such date.

“DOE”: As defined in the first paragraph of the Agreement.

“District”: As defined in the first paragraph of the Agreement.

“Intercept Notice”: As defined in Section 3(d).

“Notice Date”: As defined in Section 3(a).

“Parity Obligations” means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still “outstanding” under the resolution, indenture or other instrument pursuant to which it was issued.

“Payment Date” means any February 1 or August 1.

“Paying Agent”: As defined in the Preamble.

“Pledged State Aid”: As defined in the Preamble.

“Program”: As defined in the Preamble.

“Rating Agency”: means Standard & Poor’s Ratings Services.

“Resolution”: As defined in the Preamble.

“State Auditor”: means the South Dakota State Auditor.

#### Pledge of State Aid.

The District hereby ratifies and confirms its pledge in the Resolution of Pledged State Aid to secure payment of the Bonds and any Parity Obligations and hereby covenants and agrees that if a Delinquency occurs with respect to the payment of any amount under or in connection with any outstanding Bond or Parity Obligation, then all moneys from Pledged State Aid shall be applied to pay the Delinquent Amount as shall be specified in the Delinquency Notice.

As provided in further detail in Section 3 below, the District hereby covenants and agrees that, if the Authority determines that the District is delinquent in making any payments pursuant

to the Resolution, the Bonds or any Parity Obligation, then no cash receipts from the collection of any taxes, from state aid to education under chapter 13-13 SDCL, or from the collection of tuition charges may be expended for any purpose except paying the amounts due pursuant to the Resolution, Bonds, or any Parity Obligation as specified by written notice by or on behalf of the Authority pursuant to SDCL § 13-13-39 and Section 3 of this Agreement. In such event, moneys from state aid under Title 13 shall be applied to pay the amounts as shall be specified by the Authority to the Paying Agent as provided herein.

As provided in SDCL § 13-19-30, a copy of this Agreement, and the Resolution and any revisions or supplements to it, shall be filed with the secretary of the Department of Education to perfect the lien and security interest of the Authority in the Pledged State Aid under Title 13 and other funds or amounts pledged by the District. No filing, recording, possession, or other action under the uniform commercial code or any other law of this state shall be required to perfect the lien and security interest of the Authority. The lien and security interest of the Authority is deemed perfected, and the trust for the benefit of the Authority so created is binding as of the date when the District made such pledge pursuant to the Resolution, notwithstanding the time of the filing with the secretary of the Department of Education, against all parties having prior or subsequent liens, security interests, or claims of any kind in tort, in contract or otherwise.

#### Payment Provisions; Delinquency and Intercept Notices.

Delinquency Notice. If the District fails to deposit with the Paying Agent any amount due with respect to the Resolution, an outstanding Bond or any Parity Obligation on or before the 15th day of the month preceding a Payment Date for any Outstanding Bond or Parity Obligation (such a failure a “Delinquency”), the Paying Agent shall provide a written notice substantially in the form of Exhibit A attached hereto (a “Delinquency Notice”) to the District, DOE, the State Auditor, BFM and the Authority by the close of business the same Business Day on which the payment was due (the “Notice Date”).

Authority to Contact Delinquent School District. Upon receipt of the Delinquency Notice, the Authority covenants and agrees that it will contact the District directly to confirm the Delinquency and request that the District cure the Delinquency immediately.

Notice of Failure to Cure. If the District does not cure the Delinquency by making the required deposit with the Paying Agent by the close of business on the second Business Day following the Notice Date, the Paying Agent shall provide written notice of such failure substantially in the form of Exhibit B (the “Request For Intercept”) to the District, DOE, the State Auditor, BFM and the Authority by no later than the close of business on the third Business Day following the Notice Date.

Authority to Provide Intercept Notice. Upon receipt of the Request For Intercept described in Section 3(c), the Authority shall provide a written notice substantially in the form of Exhibit C attached hereto (the “Intercept Notice”) from the Authority to DOE and the State Auditor, with copies to the District, the Paying Agent, and BFM,

stating that the Authority has received a Delinquency Notice with respect to the District and that the District has failed to immediately cure such Delinquency,

requesting DOE to deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 the amount required to pay the Delinquent Amount, and

directing the State Auditor and BFM to cause to be issued a warrant for the full amount of the Delinquent Amount specified in the Intercept Notice from the Authority, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and to pay the amount so deducted to the Paying Agent specified by the Authority in such written notice, on or before the last Business Day of the month preceding the applicable Payment Date, as specified in the Intercept Notice.

Subsequent Adjustment and Distribution of Remaining State Aid. Any amount paid to the Paying Agent pursuant to the procedures described in this Agreement shall be deducted from the remaining amount of state aid to education funds otherwise payable to the District under Title 13, thereby reducing the amount payable pursuant to § 13-13-74. The amount payable to the Paying Agent pursuant to this Agreement in any fiscal year may not exceed the amount of state aid to education funds appropriated and not yet paid to or for the benefit of the District for the current fiscal year.

Statutory Provisions.

The payment of Pledged State Aid to the Paying Agent to cure a Delinquency shall be made pursuant to the provisions of SDCL § 13-13-74 notwithstanding any other law, and the parties hereto expressly agree that any such payments are subject to the provisions of SDCL § 13-19-29 and SDCL § 13-13-39. The amounts remitted to the Paying Agent as specified by the Authority in the Intercept Notice shall be used by the Paying Agent solely for the purpose of paying amounts as and when due on the Bonds and any Parity Obligations strictly in accordance with their respective terms and the terms of the Resolution.

Covenants of the District, the Paying Agent and the Authority.

So long as any Parity Obligations or Bonds remain Outstanding, the District hereby covenants and agrees that the Outstanding Bonds and all Parity Obligations shall be payable by the same Paying Agent. The District agrees that it will not remove the Paying Agent as bond registrar and paying agent with respect to the Bonds or any Parity Obligations unless and until a successor bond registrar and paying agent ("Successor Paying Agent") has been designated by the District and such successor Paying Agent has entered into an assignment and assumption agreement in a form and in substance acceptable to the Authority. Such assignment and assumption agreement shall provide that any such Successor Paying Agent shall succeed to all rights, covenants and obligations of the Paying Agent hereunder.

The District covenants and agrees for the express benefit of the holders from time to time of any outstanding Bond or Parity Obligation that it shall not pledge state aid to education funds or other amounts under SDCL Title 13 for any other purpose and if any such pledge is made for any other purpose. Notwithstanding such covenant, any such pledge, if made, shall be voidable at the election of the Authority pursuant to SDCL § 13-13-39.

The Authority hereby acknowledges receipt of an application fee of \$ \_\_\_\_\_ for the Program. The District also acknowledges and agrees it shall be responsible for paying the rating agency fee and all other issuance costs associated with this Agreement and any Bonds or any Parity Obligations issued under the Program.

The Authority covenants that it has verified with BFM and the State Auditor that the Paying Agent has taken the necessary actions, if any, to be qualified as a recipient of automated clearinghouse funds paid to the Paying Agent under the terms of this Agreement.

The Authority covenants that following the delivery of an Intercept Notice under Section 3(d) of this Agreement, it will maintain contact with DOE, BFM and the State Auditor to the extent necessary to coordinate their activities and ensure that such parties fully understand their respective obligations under this Agreement.

The District has provided attached Exhibit D which sets forth the scheduled principal and interest payments and Payment Dates for the Bonds.

Indemnification and Hold Harmless. The District shall indemnify and hold harmless the Authority, the Paying Agent, DOE, State Auditor and BFM and their respective members, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all losses, claims, demands, damages, assessments, taxes (other than income taxes), levies, charges, liabilities, costs and expenses, of every conceivable kind, character and nature whatsoever (including, without limitation, reasonable fees of attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section as “Damages”) arising out of, resulting from or in any way connected with the Bonds, all Parity Obligations, this Agreement or the Resolution or actions arising out of, or based on, the issuance, sale and delivery of the Bonds or any Parity Obligations, or any alleged act or omission by any Indemnitee in connection with this Agreement or the payment, nonpayment or other application of Pledged State Aid and for all Damages arising out of, or based upon any untrue or misleading statement or any material fact made by the District, or breach by the District of any warranty or covenant contained in any official statement or other offering documentation relating to any Bonds or Parity Obligations or in this Agreement or any certificate, document or instrument delivered in connection herewith.

Termination. This Agreement shall terminate no earlier than one Business Day after the date on which there shall be no Outstanding Bonds and no other Parity Obligations.

Amendments.

This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part except as shall be agreed to in writing signed by the parties hereto provided, however, that the Authority, DOE, the District and the Paying Agent may, without the consent of, or notice to the owners of the Bonds or any Parity Obligations, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of the owners of the Bonds or any Parity Obligations as theretofore amended or supplemented and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with the provisions of this Agreement, or

to grant to or confer for the benefit of the owners of the Bonds or any Parity Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds or Parity Obligations, or

to add to the covenants and agreements of one or more parties in this Agreement other covenants and agreements thereafter to be observed by one or more parties to this Agreement, or

to make adjustments in the manner or timing of providing the Delinquency Notice or Intercept Notice, provided, however, any such adjustment described in this clause (d) shall only be permitted if, as of the date such adjustment becomes effective, the Authority determines such adjustment shall not result in a downward adjustment in the then applicable rating assigned to the Bonds or any Parity Obligations by any Rating Agency.

Notices, Demands, Requests, and Reports.

All notices, demands, requests and reports to be given or made hereunder to or by the Authority, the Paying Agent, District or DOE shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

- |                      |   |
|----------------------|---|
| <u>Authority:</u>    | South Dakota Health and Educational<br>Facilities Authority, Suite 102<br>330 South Poplar<br>Pierre, S.D. 57501<br>Attention: Executive Director |
| <u>Paying Agent:</u> | First Bank & Trust<br>520 6th St<br>Brookings, SD 57006<br>Attention: Corporate Trust   |
| <u>District:</u>     | Garretson School District 49-4<br>PO Box C<br>Garretson, SD 57030-0381<br>Attention: Business Manager   |
| <u>DOE:</u>          | South Dakota Department of Education<br>800 Governor's Drive<br>Pierre, South Dakota 57501<br>Attention: Secretary                                |

State Auditor:

State Auditor  
500 East Capitol Ave.  
Pierre, SD 57501  
Attention: Rich Sattgast

BFM:

South Dakota Bureau of Finance and  
Management  
500 East Capitol Ave.  
Pierre, South Dakota 57501  
Attention: Commissioner

The Authority, Paying Agent, District, DOE, State Auditor or BFM may change the address listed for it above at any time upon written notice of such change sent by the United States mail, postage prepaid, to the Authority, Paying Agent, District, DOE, State Auditor or BFM as the case may be.

Expenses.

In the event a Delinquency occurs with respect to any Bond or Parity Obligation and the Authority, DOE, State Auditor, BFM or Paying Agent incurs any expenses in connection with their respective rights or obligations hereunder, the District shall promptly pay or reimburse, upon demand, all out-of-pocket expenses incurred by each of the Authority, DOE, State Auditor, BFM or Paying Agent, including fees and disbursements of counsel, in connection with any such events.

No Lien or Charge.

Neither this Agreement or any other obligations entered into as part of the Program shall be or become a lien, charge, or liability against the State of South Dakota, DOE, State Auditor, BFM, or the Authority, nor against the property or funds of the State of South Dakota, DOE State Auditor, BFM, or the Authority within the meaning of the Constitution or laws of South Dakota.

No Impairment.

SDCL § 1-16A provides that the State of South Dakota pledges to and agrees with the holders of bonds or capital outlay certificates issued or any lease purchase agreement entered into as part of a program sponsored by the Authority or secured by a pledge of state aid to education funds that the state will not limit or alter the pledge of state aid to education funds or the provision of this section governing the pledge or the terms provided in §§ 13-19-27, 13-19-29, and 13-13-39, inclusive, so as to impair the terms of any contract made by the school district, the state, or the Authority. The state, the District, DOE and the Authority may not impair the rights and remedies or the holders until the bonds, capital outlay certificates or lease purchase obligations, together with interest thereon, and all costs and expenses in connection with any action or proceedings by or on behalf of the holders are fully met or discharged. In addition, the Authority and DOE, acting on behalf of the state, pledge to and agree with the Paying Agent, on behalf of the holders, that the state may not limit or alter the basis on which state aid to education funds pledged under the authority or any provision of the Act are to be paid to the Authority or any financial institution designated by the Authority so as to impair the terms of the contract.

Severability.

If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority, DOE, Paying Agent or District to be performed should be determined by a court of competent jurisdiction to be contrary to law such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Controlling Law.

This Agreement shall, to the fullest extent permitted by law, be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

Benefit of Agreement.

This Agreement is made for the sole and exclusive benefit of the parties hereto, and the holders, from time to time, of the Bonds and any Parity Obligations. Nothing contained in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to any person other than the parties mentioned in the immediately preceding sentence any right, remedy or claim under or by reason of this Agreement.

Counterparts.

This Agreement may be executed in several counterparts and when at least one counterpart has been fully executed by each party hereto this Agreement shall become binding on the parties hereto. All or any of said executed counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Agreement Binding on Successors.

This Agreement shall be binding upon the Authority, DOE, Paying Agent and District and upon their respective successors, transferees and assigns and shall inure to the benefit of the holders from time to time of any outstanding Bonds and any Parity Obligations and their respective successors, transferees and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the date first written above.

Garretson School District 49-4

**SOUTH DAKOTA HEALTH AND  
EDUCATIONAL FACILITIES  
AUTHORITY**

By: \_\_\_\_\_

Title: Business Manager

By: \_\_\_\_\_  
Title: Executive Director

**FIRST BANK & TRUST**, as Paying Agent

**SOUTH DAKOTA DEPARTMENT OF  
EDUCATION**

By: \_\_\_\_\_  
Title: Assistant Vice President

By: \_\_\_\_\_  
Title: Secretary

**EXHIBIT A**  
**DELINQUENCY NOTICE**

To: Garretson School District 49-4 (the “District”); and  
South Dakota Health and Educational Facilities Authority (the “Authority”)

Copies to: South Dakota Department of Education (“DOE”)  
South Dakota Bureau of Finance and Management (“BFM”)  
South Dakota State Auditor (“State Auditor”)

From: First Bank & Trust (“Paying Agent”)

Date: \_\_\_\_\_

Re: That certain State Aid Pledge Agreement dated \_\_\_\_\_, \_\_\_\_\_ (“State Aid Pledge Agreement”) by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the “Obligations”)
  - a. \$ \_\_\_\_\_ original principal amount Limited Tax Capital Outlay Refunding Certificates, Series 2020:
  - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$ \_\_\_\_\_ was required to be deposited with the Paying Agent on \_\_\_\_\_, \_\_\_\_\_ (the “Deposit Date”), and as of this date such deposit has not been received and as a consequence a Delinquency exists as defined in the State Aid Pledge Agreement.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to contact the District concerning the Delinquency, and if the Delinquency is not cured by the close of business on \_\_\_\_\_, \_\_\_\_\_ (the second business day following the Deposit Date), the Authority shall issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. Please have the amount of the required deposit wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**FIRST BANK & TRUST**, as Paying Agent

By: \_\_\_\_\_  
Assistant Vice President

[ATTACH PAYMENT INSTRUCTIONS HERE]

**EXHIBIT B**  
**INTERCEPT REQUEST**

To: South Dakota Health and Educational Facilities Authority (the "Authority")

Copies to: South Dakota Department of Education ("DOE")  
South Dakota Bureau of Finance and Management ("BFM")  
South Dakota State Auditor ("State Auditor")  
Garretson School District 49-4 (the "District")

From: First Bank & Trust ("Paying Agent")

Date: \_\_\_\_\_

Re: That certain State Aid Pledge Agreement dated \_\_\_\_\_, \_\_\_\_\_ ("State Aid Pledge Agreement") by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the "Obligations")
  - a. \$ \_\_\_\_\_ original principal amount Limited Tax Capital Outlay Refunding Certificates, Series 2020:
  - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$ \_\_\_\_\_ was required to be deposited with the Paying Agent on \_\_\_\_\_, \_\_\_\_\_ (the "Deposit Date") and as of this date a Delinquency exists with respect to such deposit. As defined in the State Aid Pledge Agreement, the Delinquent Amount with respect to such deposit is \$ \_\_\_\_\_.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. The Delinquent Amount shall be wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**FIRST BANK & TRUST**, as Paying Agent

By: \_\_\_\_\_  
Assistant Vice President

[ATTACH PAYMENT INSTRUCTIONS HERE]

**EXHIBIT C**  
**INTERCEPT NOTICE**

To: South Dakota Department of Education (“DOE”)  
South Dakota State Auditor (“State Auditor”)

Copies to: Garretson School District 49-4 (the “District”)  
South Dakota Bureau of Finance and Management (the “BFM”)  
First Bank & Trust (the “Paying Agent”)

From: South Dakota Health and Educational Facilities Authority (the “Authority”)

Date: \_\_\_\_\_, \_\_\_\_

Re: State Aid Pledge Agreement dated \_\_\_\_\_, \_\_\_\_ (the “State Aid Pledge Agreement”) by and among the Authority, DOE, the District and the Paying Agent

The Authority hereby notifies DOE and the State Auditor pursuant to SDCL § 13-13-39 and the referenced State Aid Pledge Agreement as follows:

1. This notice is authorized pursuant to SDCL § 13-13-39 and Section 3 of the State Aid Pledge Agreement.
2. The Authority has received a Delinquency Notice from the Paying Agent indicating that the District is delinquent in making certain deposits with respect to the Bonds or other Parity Obligations secured by the State Aid Pledge Agreement.
3. The authority has contacted the District regarding the Delinquency Notice, but to the Authority’s knowledge the District has failed to cure the Delinquency as of \_\_\_\_\_, 20\_\_.
4. The Paying Agent has advised the Authority that the Delinquent Amount as defined in the State Aid Pledge Agreement is currently \$ \_\_\_\_\_.
5. The Authority hereby requests that:
  - (a) DOE deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 an amount sufficient to pay the Delinquent Amount, and
  - (b) State Auditor issue a warrant for the full amount of the Delinquent Amount, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and pay the amounts so deducted to the Paying Agent by ACH transfer pursuant to the attached payment instructions on or before \_\_\_\_\_, 20\_\_.

4. If you require further information or have questions, please contact the following individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**SOUTH DAKOTA HEALTH AND  
EDUCATIONAL FACILITIES AUTHORITY**

By: \_\_\_\_\_  
Executive Director

[ATTACH PAYMENT INSTRUCTIONS HERE]

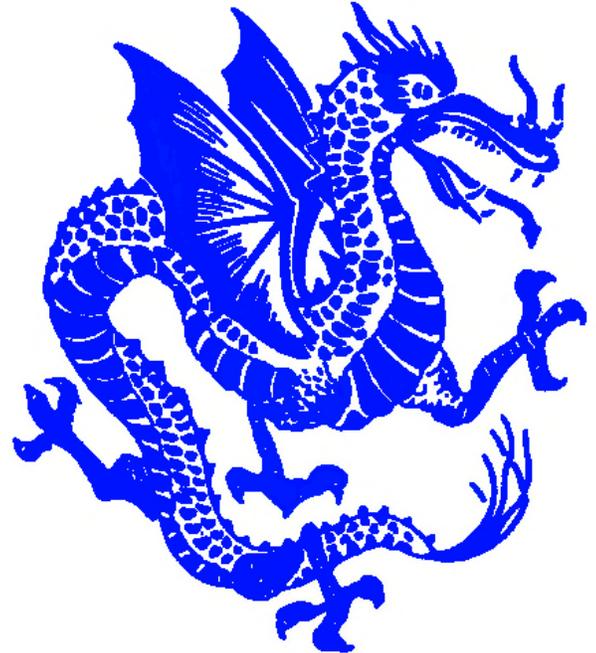
# Garretson School District 49-4

## iPad Policies, Procedures, and Information for Grades K-5

The Garretson School District is committed to our mission: Preparing every student to meet the challenges of learning, living and leading in a changing world. We believe that iPads are one tool that will help us to empower our students to open that door, think creatively and meet those challenges. We believe that the use of iPads in a 1:1 environment will allow our students to personalize their education in ways that will help to prepare them for their lives beyond the schoolhouse.

The Policies, Procedures, and Information Handbook is provided to help students and parents/guardians understand the expectations and responsibilities for care and use of the iPad. While this handbook provides some guidance, it should be understood that teachers may develop additional expectations and procedures for the use of technology at the classroom level. Students are expected to comply with staff directives at all times. Students in elementary high school and middle school will be allowed to take their iPads out of the school, while participating in a distance learning model students in elementary school will be required to leave the iPads in the school during non-school hours.

1. Taking Care of School-Owned iPads
  - General Use and Precautions
  - Taking Care of the iPad
2. iPad Use at School and at Home
  - Ready to Use
  - Apps
  - Sound and Music
  - Pictures and Video
  - Network Connectivity
  - Internet Access From Home or Other Locations
  - Managing and Saving Files
  - Mobile Device Management Settings (MDM)
  - Apple IDs
3. Acceptable Use
  - Student Responsibilities
  - Prohibited Activities
  - Copyright and Plagiarism
  - Hacking
  - Student Discipline
4. Repair or Replacement of iPad
  - Repair Procedure
  - iPad Protection Plan
  - Cost of Repairs
5. iPad Handbook Acknowledgement
  - Statement of Understanding
  - Parent/Student Signatures



## 1. Taking Care of School-Owned iPads

Before students are allowed to check out a school-owned iPad, students and parents must read, sign, and return copies of the Garretson iPad Protection Plan ~~(with usage fee)~~, Student Pledge for iPad Use, and the Acceptable Use Policy. After these documents are signed and returned, students will be issued an iPad for their use. ~~Both high school students and middle school students will be allowed to take the iPad out of the school building.~~

### General Use and Precautions

Students will be issued a school-owned iPad, and it is expected that all of the equipment checked out to them will be returned to the school in similar condition as it was when checked out. If students terminate their enrollment with the Garretson School District for any reason, they are expected to return the equipment. The Garretson School District reserves the right to charge students for equipment that is damaged up to the full replacement cost of the device and accessories. Normal wear and evidence of use is expected and students will not result in fines or fees. Failure to return the equipment to the school may also result in a theft report being filed with the Minnehaha County Sheriff's Department, criminal prosecution, or civil liability.

### Taking Care of the iPad

Students are responsible for the general care of the iPad that they have been issued by the district.

- Students are expected to keep the iPad in its protective case at all times.
- iPads and cases must remain free of any writing, drawing, stickers, or labels that are not the property of the Garretson School District.
- Only use a clear, soft cloth to clean the screen. Chemicals or cleansers will damage the screen.
- iPad screens will crack if placed under pressure. Special care must be taken to ensure that undue pressure is not applied to the screen.
- Students are expected to keep the iPad under their control at all times. These devices should not be left unsecured.

## 2. iPad Use at School and at Home

### Ready for Use

Students are expected to have their device ready for use at school each day. Students are expected to charge their device overnight at home. Students who consistently leave their device at home may be placed on an alternative plan to store the device in school and check it in and out on a daily basis. Students are expected to comply with all staff directives, including instructions regarding the appropriate use of technology. Students who have difficulty following instructions or staying on task when using the iPad may be required to use "guided access" in which the teacher limits the students' ability to use non-essential apps.

### Apps

All software/apps must be district provided and managed. Students will be given a managed Apple ID created through Apple School Manager. This Apple ID will allow them to save files to the Cloud for up to 200 GB of storage. Apps on district-owned iPads will be managed through this account. Students may not enter their personal Apple ID. Game apps and Internet based games are generally not allowed. Students may make a request to add an app through classroom teachers or the district technology director. Requests will be evaluated based on educational merit.

Students have no expectation of privacy on district-owned devices, and may be asked to provide their device to a teacher or administrator for inspection at any time. Inspections may include the physical device, apps, or content on the device. If technical difficulties occur, or students are found to have apps that have not been approved by the district, the iPad will be reset to factory settings. The school does not accept responsibility for the loss of any software or files that are deleted due to the need to reset the device.

### Sound and Music

Students are expected to keep the iPad on "mute" to minimize distractions in the classroom. Students may not download iTunes music files on the iPad. Use of headphones and streaming music services may be done with permission from the teacher.

## **Pictures and Video**

iPads are equipped with a camera that has both still photo and video capabilities. The camera may not be used to take pictures or video of students or staff without their consent. Pictures and videos that are taken with the intent to embarrass, hurt, harass, tease, or humiliate others will be dealt with severely. The device also has the capability to download images from the Internet. Students are expected to use this technology appropriately, and may not possess media that is deemed inappropriate. Inappropriate content includes, but is not limited to: weapons, drugs, alcohol, tobacco, gangs, violence, pornographic content, sexually explicit material, or material with sexual innuendo or double-entendre.

## **Network Connectivity**

The Garretson School District makes no guarantee that their network will be up and running 100% of the time. In the rare case that the network is down, the district will not be responsible for lost or missing data.

## **Internet Access From Home or Other Locations**

Students are granted permission to access the Internet from home or other locations that are equipped with Wi-Fi. The school's content filters will still be in effect on district-owned iPads when accessing the Internet from locations other than the school.

## **Managing and Saving Files**

Students may back up their files using the K-12 email system or other cloud based storage solutions. Storage space is available on student iPads, but the district will not back up student iPads to the server. Students are responsible for their own back up.

## **Mobile Device Management Settings (MDM)**

Student iPads are equipped with certain MDM profiles that allow our district staff to update and manage the iPads in an appropriate and timely manner. Students must not tamper with the MDM profiles or settings in any way. Tampering with MDM settings may result in the loss of access to the technology or disciplinary action.

## **Apple IDs**

Students will be given a managed Apple ID created through Apple School Manager. This Apple ID will allow them to save files to the Cloud for up to 200 GB of storage. This Apple ID will be used for school purposes. Apple IDs will be regulated through the district mobile device management (MDM) system. Students may not use this Apple ID for the purchase of music, apps, or other media from the iTunes Store. Students may not enter another personal or family Apple ID into school-owned devices.

## **3. Acceptable Use**

The use of the Garretson School District's technology resources is a privilege, not a right. The privilege of using the technology resources provided by the Garretson School District is not transferable and extendible by students to people or groups outside the district and terminates when students are no longer enrolled in the Garretson School District. This policy is provided to make all users aware of the responsibilities associated with the efficient, ethical, and lawful use of technology resources. If students violate any of the User Terms and Conditions named in this policy, privileges may be terminated, access to the school district technology resources may be denied, and the appropriate disciplinary action shall be applied. The Garretson School District's Acceptable Use Policy as well as the Student Handbook shall be applied to student infractions. Violations may result in disciplinary action up to and including suspension or expulsion for students. When applicable, law enforcement agencies may be involved.

## **Student Responsibilities**

- Students will use computers/devices in a responsible and ethical manner.
- Students will obey general school rules concerning behavior and communication that apply to computer/device use.
- Students will use all technology resources in an appropriate manner so as not to damage school equipment. This "damage" includes, but is not limited to, the loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the students' own negligence, errors, or omissions. Use of any information obtained via the Garretson School District's designated Internet system is at your own risk. Garretson School District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Students will help the Garretson School District protect its computer system/devices by contacting an administrator regarding any security issues that they may encounter.
- Students will actively monitor all of their accounts with the district.

- Students will report incidents of inappropriate use of technology to staff.

### **Student Activities Strictly Prohibited**

- Any action that violates Garretson School District Board policy or public law
- Illegal installation or transmission of copyrighted materials
- Sending, accessing, uploading, downloading, or distributing threatening, harassing, profane, offensive, pornographic, obscene, or sexually explicit materials
- The use of any Internet chat room or site with the intent of academic dishonesty
- Use of external data disks or external peripheral attachments without permission from the network administrator
- Accessing another student's account, files, data, or device
- Tampering with MDM profiles
- Spamming or sending mass or inappropriate emails
- Using the school's Internet/email for financial or commercial gain or for illegal activity
- Participation in credit card fraud, electronic forgery, or other forms of illegal behavior
- Vandalism (any malicious attempt to harm or destroy hardware, software, or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment or networks
- Bypassing the Garretson School District web filter through the use of a web proxy or any other means

### **Copyright and Plagiarism**

Students are expected to comply with trademark and copyright laws and all license agreements. Ignorance of the law does not provide students with immunity. If students are not sure if their activity is in violation of the law, they are encouraged to seek guidance from a teacher.

Plagiarism is a violation of the Garretson School District Student Handbook. Students must cite sources used in classroom work. This applies to all forms of media on the Internet including graphics, video, and text.

### **Hacking**

Use or possession of hacking software is strictly prohibited and violators will be subject to disciplinary action. Violation of applicable state or federal laws may result in criminal prosecution and/or disciplinary action of the district.

### **Student Discipline**

Students who violate expectations set out in this handbook are subject to consequences as defined in the Garretson School District Student Handbook.

## **4. Repair or Replacement of iPad**

### **Damage Procedure**

If a student iPad is damaged, the student is responsible for bringing the damage to the attention of staff. If the iPad needs to be sent in to the repair shop, a student may have access to a loaner iPad, depending on the availability of additional units. When the original iPad is back from the repair shop, the student will use the original device.

### **iPad Protection Plan**

The Garretson School District Protection Plan is required for all students, ~~grades 6 through 12,~~ who are issued a district-owned iPad. ~~The \$25.00 fee for the Protection Plan will be waived for students in elementary for the 2020-2021 school year. The protection plan includes a \$25.00 fee that will cover the cost of repair or replacement in the case of theft, loss, accidental damage, or maintenance. This cost is not to exceed \$75.00 per family annually.~~ Intentional damage to the iPad is not covered by the Garretson School District Protection Plan. If it is determined that damage to the iPad was intentional, ~~students~~ **families** will be responsible for the entire cost of repair and/or replacement. Intentionally damaged or lost chargers will be assessed the cost of replacement. Intentionally damaged iPad cases will be assessed the cost of replacement.

**iPad Handbook Acknowledgement**

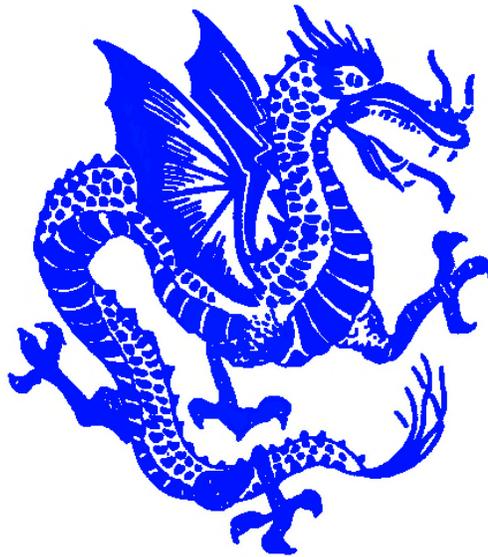
I certify that I have received a copy of the Garretson School District iPad Handbook and that I have read it in its entirety.

I also understand that participation in the Garretson School District Protection Plan is mandatory for every student ~~in grades 6-12~~, and that the plan does not cover intentional damage to the iPad. In the case of intentional damage to the district's equipment, I realize that I am responsible for full payment to cover the damage.

**Student (Print Name)** \_\_\_\_\_ **Grade:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This form must be returned to the school with payment before students are given access to district-owned iPads.**



\_\_\_\_\_ \$25.00 Fee Received

\_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

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## South Dakota LEA Comprehensive Plan: Program Narrative

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

The district/cooperative and all member schools/districts 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 to include:

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

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

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

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

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

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

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

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

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

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

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

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

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

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

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

To the maximum extent possible, the 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 district will provide them.

- 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 in the child's IEP.

- 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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The parents of the student;

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

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

- (4) A representative of the school district who:
  - (a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
  - (b) Is knowledgeable about the general education curriculum; and
  - (c) Is knowledgeable about the availability of resources of the school district;
- (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section;
- (6) At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student including related services personnel as appropriate;
- (7) If appropriate, the student; and
- (8) Transition services participants as described in §§ 24:05:25:16.01 and 24:05:25:16.02.

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

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

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

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

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

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

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

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

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

- (1) In the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior;
- (2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's individualized education program;
- (3) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student;
- (4) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and
- (5) Consider whether the student requires assistive technology devices and services.

The regular education teacher of a student with a disability, as a member of the individualized education program team, must, to the extent appropriate, participate in the development, review, and revision of the student's individualized education

program, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student consistent with subdivision 24:05:27:01.03(3).

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

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

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

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

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

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

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

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02

- (1) Regular educational programs with modification;
- (2) Resource rooms;
- (3) Self-contained programs;
- (4) Separate day school programs;
- (5) Residential school programs;
- (6) Home and hospital programs;
- (7) Other settings.

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

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

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

The IEP team will ensure the following:

- (1) Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program;

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

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

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

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

The 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.

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

Before the 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.

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

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

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

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

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

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

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12
- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

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

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

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outlined in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.
- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

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

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

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

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

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

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

If the parent requests an independent educational evaluation at public expense, the district must, without unnecessary delay, either file a due process complaint to request a hearing under this chapter to show that its evaluation is appropriate, or ensure that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the

evaluation obtained by the parent did not meet district criteria. If the district files a due process complaint to request a hearing under this chapter and the final decision is that the evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense. (see independent evaluator criteria at end of the comprehensive plan)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The district ensures a parent of a child with a disability may elect to receive notices required by this chapter by an electronic mail communication, if the district makes that option available.

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

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

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

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

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

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

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

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

- (1) Shall include a representative of the district who has decision-making authority on behalf of the district; and
  - (2) May not include an attorney of the district unless the parent is accompanied by an attorney.
- The parent and district shall determine the relevant members of the IEP team to attend the meeting.

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

The resolution meeting need not be held if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The identification of staff members at the district or building level responsible for referring students in need of a surrogate parent;
- (2) The provision of in-service training on the criteria in this section for determining whether a child needs a surrogate

parent; and

(3) The establishment of a referral system within the district for the appointment of a surrogate parent.

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

The district superintendent or designee shall appoint surrogate parents.

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

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

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

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

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

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

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

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

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

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

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

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

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

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

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

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

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

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

- (1) placement under these procedures, or
- (2) the manifestation determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The district reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary

records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

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

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

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

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

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

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

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

Nondiscriminatory practices. Assessments and other evaluation materials used for the purpose of evaluation and placement of children with disabilities must be selected and administered so as not be racially or culturally discriminatory.

Parental consent for initial evaluation. Any district proposing to conduct an initial evaluation to determine whether a child qualifies as a child with a disability shall, after providing notice consistent with district policies and procedures for procedural safeguards, obtain informed consent from the parent of the child before conducting the evaluation.

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

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

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

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

- (1) The parent has been fully informed of all information relevant to the activity for which consent is sought, in the parent's native language, or other mode of communication;
- (2) The parent understands and agrees in writing to the carrying out of the activity for which the parent's consent is sought, and the consent describes that activity and lists the records, if any, that will be released and to whom;
- (3) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime;
- (4) If a parent revokes consent, that revocation is not retroactive, it does not negate an action that has occurred after the consent was given and before the consent was revoked; and

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

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

- (1) Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent of the child;
- (2) The rights of the parents of the child have been terminated in accordance with state law; or
- (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

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

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

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

Other consent requirements. Other consent requirements include the following:

- (1) Parental consent is not required before:
  - (a) Reviewing existing data as part of an evaluation or a reevaluation; or
  - (b) Administering a test or other evaluation that is administered to all Children unless, before administration of the that test or evaluation, consent is required of parents of all children;
- (2) The district may not use a parent's refusal to consent to one service or activity under this section to deny the parent or child any other service, benefit, or activity of the school district, except as required by article 24:05;
- (3) If a parent of a child who is receiving alternative instruction under SDCL 13-27-3 or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or if the parent fails to respond to a request to provide consent, the school district may not use the consent override procedures described in district policies for procedural safeguards, including mediation and due process hearing procedures. The district is not required to consider the child as eligible for services under district policy for children voluntarily enrolled in nonpublic schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Consent for reevaluation

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

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

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

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

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

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

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

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

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

- (1) Assessments and other evaluation materials are provided and administered in the child's native language or by another mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer. In addition, assessments and other evaluation materials:
  - (a) Are used for the purposes for which the assessments or measures are valid and reliable; and
  - (b) Are administered by trained and knowledgeable personnel in conformance with the instructions provided by their producer;
- (2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need

- and not merely those which are designed to provide a single general intelligence quotient;
- (3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment accurately reflects the child's aptitude or achievement level or whatever other factors the assessment purports to measure, rather than the child's impaired sensory, manual, or speaking skills except where those skills are the factors which the assessment purports to measure;
  - (4) No single measure or assessment is used as the sole criterion for determining eligibility or an appropriate educational program for a child;
  - (5) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic

information about the child, including information provided by the parents, that may assist in determining:

- (a) Whether the child is a child with a disability; and
  - (b) The content of the child's IEP, including information related to enabling the child:
    - (i) To be involved in and progress in the general education curriculum; or
    - (ii) For a preschool child, to participate in appropriate activities;
  - (6) Technically sound instruments, assessment tools, and strategies are used that:
    - (a) May assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and
    - (b) Provide relevant information that directly assists persons in determining the educational needs of the child;
  - (7) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; and
  - (8) The evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with district policies and procedures for evaluation, to ensure prompt completion of full evaluations.

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

- (1) Reading readiness;
- (2) Functional reading skills including reading level, print size, reading rate, comprehension, and stamina;
- (3) Functional writing skills;
- (4) Prognosis of eye condition for change in visual status;
- (5) Functional communication skills and primary language of communication;
- (6) Functional visual abilities; and
- (7) Tactile discrimination.

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

- (1) Review existing evaluation data on the child, including:
  - (a) Evaluations and information provided by the parents of the child;
  - (b) Current classroom-based local or state assessments and observations; and
  - (c) Observations by teachers and related services providers; and
- (2) Based on the above review and input from the student's parents, identify what additional data, if any, are needed to determine:
  - (a) Whether the student has a particular category of disability as described in article 24:05;
  - (b) The present levels of academic achievement and related developmental needs of the student; and
  - (c) Whether the student needs special education and related services.

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

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

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

Eligibility and placement procedures.

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

- (1) 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;
- (2) Ensure that information obtained from all of these sources is documented and carefully considered;
- (3) 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;
- (4) Ensure that the placement decision is made in conformity with the least restrictive environment rules in district policy; and
- (5) Ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.

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

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

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

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

(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.

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.

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

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

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

Specific references must include:

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

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

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:

- (1) Inspect and review the student's education records;
- (2) 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
- (3) 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
- (4) File with the U.S. department of education a complaint concerning alleged failure by the agency or institution to comply with the requirements of the Act and this section;

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

Annual notification of rights. Each school district shall annually notify parents of students currently in attendance at the agency or institution of their rights under the Family Educational

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

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

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

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

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

- (1) The right to response from the district to reasonable requests for explanations and interpretations of the records;
- (2) 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
- (3) The right to have a representative of the parent inspect and review the records.

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

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

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

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

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

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

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

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

- Fees for copies of records; 300.617; ARSD 24:05:29:08

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

- Amendment of records at parent's request; 300.618; ARSD 24:05:29:09

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

The district shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.

If the district decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

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

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

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

- (1) The hearing must be held within 30 days after the district received the request, and the parent of the student or eligible student shall be given notice of the date, place, and time 5 days in advance of the hearing;

- (2) 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;
- (3) The parent of the student or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or be represented by individuals of his choice at his own expense, including an attorney;
- (4) The district shall make its decision in writing within 30 days after the conclusion of the hearing; and
- (5) The decision of the district shall be based solely upon the evidence presented at the hearing and shall include a summary of the evidence and the reasons for the decision.

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

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parents of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the district.

Any explanation placed in the records of the student under this section must be maintained by the district as part of the records of the student as long as the record or contested portion is maintained by the district. If the records of the student or the contested portion is disclosed by the district to any party, the explanation must also be disclosed to the party.

- Parental Consent for release of records; 300.622; ARSD 24:05:29:13

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

- (1) An educational agency or institution may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in subdivision (2) of this section; and
- (3) An educational agency or institution that discloses the education records of a student pursuant to subdivision (1) of this section shall make a reasonable attempt to notify the parent of the student or the eligible student at the last known address of the parent or eligible student, unless the disclosure is initiated by the parent or eligible student.

If the agency or institution includes in its annual notice of parent's rights that it is the policy of the public agency to forward education records on request to a school in which a student seeks or intends to enroll, then the public agency does not have to provide any further notice of the transfer of records.

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

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

- Safeguarding of records; 300.623; ARSD 24:05:29:14

The district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official in the district shall assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the provisions of this section concerning personally identifiable information.

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

- Destruction of information; 300.624; ARSD 24:05:29:15

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

- Children's rights; transfer at the age of majority; 300:625; ARSD 24:05:29:16

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

- Enforcement; Policy and Procedure; 300.626; ARSD 24:05:29:17

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

- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

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

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

The district/cooperative and all member schools/districts will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

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

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

The district/cooperative and all member schools/districts will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district/cooperative, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02,
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02
- Location of services and transportation; 300.139; ARSD 24:05:32:03.03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11
- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

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

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

The district understands that even though due process complaints and hearings would not occur related to the provision of special education services for parentally-placed private school students with disabilities, they could occur related to Child Find.

- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

A district may not use IDEA Section 619 Preschool or Part B funds to finance the existing level of instruction in a private school or to otherwise benefit the private school. The school district shall use funds provided under Part B of the Individuals with Disabilities Education Act to meet the special education and related services needs of students enrolled in private schools, but not for:

- (1) The needs of a private school; or
- (2) The general needs of the students enrolled in the private school.

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

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

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

The district understands that it is not allowed to use the funds to create separate classes to segregate children with disabilities separately.

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

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

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

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

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

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

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

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

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

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

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

The district shall establish, maintain, and implement procedural safeguards which meet the requirements of the chapter ARSD 24:05:30.

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

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

- (1) The signature and contact information for the complainant; and

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

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

If the complaint is against a school district, the following steps shall be taken:

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

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

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

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

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

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

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

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

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

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

The district ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

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

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

(1) May not require parents to sign up for or enroll in public benefits or insurance programs in order for their student to receive FAPE under Part B of the IDEA;

(2) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this article, but pursuant to § 24:05:14:01.06, may pay the cost that the parent otherwise would be required to pay;

(3) May not use a student's benefits under a public benefits or insurance program if that use would:

- (a) Decrease available lifetime coverage or any other insured benefit;
- (b) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
- (c) Increase premiums or lead to the discontinuation of benefits or insurance; or
- (d) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures;

(4) Must provide written notification to the student's parents pursuant to § 24:05:14:01.04; and

(5) Must obtain written parental consent consistent with § 24:05:29:13 before accessing a student's or parent's public benefits or insurance for the first time specifying:

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

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

(1) Of the parental consent and no cost requirements in § 24:05:14:01.03;

(2) That parents have the right under FERPA, as defined in § 24:05:29:02(1), and Part B of the IDEA to withdraw their consent to disclosure of their student's personally identifiable information to the state Medicaid agency at any time; and

(3) That the withdrawal of consent or refusal to provide consent under FERPA and Part B of the IDEA to disclose personally identifiable information to the state Medicaid agency does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

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

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

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

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

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

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

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

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

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

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

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

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

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

The district ensures that appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the district ensures that each special education teacher at the elementary, middle, and high school level is qualified per the standards of the ESEA. The district will take steps to recruit, hire, train and retain qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The district will ensure that staff qualifications will be reviewed and appropriate licensure/certification is in place prior to the commencement of contracted payments. (Teacher 411) and new staff will meet requirements

- Paraprofessionals and assistants; ARSD 24:05:16:01

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

- (1) Paraprofessionals must have a high school diploma or GED;
- (2) Paraprofessionals must work within defined roles and responsibilities as identified by the school district;
- (3) Paraprofessionals must work under the supervision of, and be evaluated by, certified staff; and

(4) Each school district must describe the training to be provided paraprofessionals in the staff development component of the district's comprehensive plan under § 24:05:16:05.

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

The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Infinite Campus

The district assigns an individual to enter enrollment data and special education data. Individuals range from District Secretaries, Federal Program Directors, Administrators, Special Education Directors/Teachers, Business Managers or Title I Coordinators. Data is entered on a regular basis.

The district may review data by maintaining running records of State Performance Plan data, generating SD December Child Count reports, SD STARS reports for review and/or review IEP data. A review of district data for accuracy will occur on a regular basis. The district Special Education Director/Coordinators contact the appropriate State Program to make data corrections and are responsible for SEP data verifications.

Districts use a variety of processes such as staff needs assessments, parent, staff and student surveys, review of test scores and data retreats to determine systemic district issues and training.

District administrators and Special Education staff collect, review and analyze data to identify strategies necessary for improving program performance.

District Administrators and Special Education Directors/Coordinators are responsible for correcting low performance and noncompliance issues. The district will comply with all requests by the SEA for data submission that is instrumental in monitoring the performance of the student population with respect to state established performance goals and indicators, and will submit such data on a timely basis.

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

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

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

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

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

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

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

The district ensures appropriate use of funds under Part B to pay for the excess costs of providing special education and related services to children with disabilities. Available funding will be used to supplement state, local, and federal funds, and not supplant those funds.

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

The district/cooperative and all member schools/districts will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings,

adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

The district makes all public records available upon request during normal business hours.

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

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

The district supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

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

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

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

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

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

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

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

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

- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

State and school district personnel may not require parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act, as amended to January 1, 2007, for a child as a condition of attending school, receiving an evaluation under chapter 24:05:25, or receiving services under this article.

Nothing in this section may be construed to create a federal prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parents or guardians related to a student's academic and functional performance, or behavior in the classroom or school, or related to the need for evaluation for special education or related services under chapter 24:05:22 related to child find.

\_\_\_\_\_ School District

**Independent Education Evaluation Information Sheet**

Madison Central School District will agree to pay up to \$2500.00 for an independent education evaluation by a qualified professional within a 60 miles radius. Under unique circumstances, the District will consider deviating from this criteria. Qualified professionals must fall under one of the following categories:

- a. **Educational evaluator.** An educational evaluator must process a valid teaching certificate and must have training in individual and group tests to be administered.
- b. **Psychological evaluator.** A psychological evaluator must be a school psychologist certified by the division of education or a school psychological examiner certified by the division of education. A school psychological examiner's report must be co-signed by a certified school psychologist.
- c. **Psychiatric evaluator.** A psychiatric evaluator must be a psychiatrist licensed by the state board of medical and osteopathic examiners.
- d. **Language, speech, or hearing evaluator.** A language, speech, or hearing evaluator must have a valid South Dakota certificate as a speech and language therapist.
- e. **Audiological evaluator.** An audiological evaluator must have a valid South Dakota certificate as a school audiologist.
- f. **Medical evaluator.** A medical evaluator must be licensed by the state board of medical and osteopathic examiners.
- g. **Occupational therapy evaluator.** An occupational therapy evaluator must be licensed by the state board of medical and osteopathic examiners.
- h. **Physical therapy evaluator.** A physical therapy evaluator must be licensed by the state board of medical and osteopathic examiners.
- i. **Vision evaluator.** A vision evaluator must be an ophthalmologist licensed by the state board of medical and osteopathic examiners or an optometrist licensed by the state board of optometry.

## PERSONNEL RECORDS

A file of personnel records shall be maintained in the superintendent's office for each employee of the Garretson School District. A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration as specified by state and federal laws.

### Confidentiality

Personnel information concerning district employees is generally confidential and may be reviewed only on a "need to know" basis under conditions which guarantee management's right of access to information necessary to make judgments and the protection of the employees of the district against unnecessary invasion of privacy. Some personnel information is "public record" and must be released to any person upon request.

The superintendent shall notify an employee and a collective bargaining representative, if any, in writing when a request is made for disclosure of the employee's personnel, medical, or similar files, if the superintendent reasonably believes disclosure would invade the employee's privacy. The records will be disclosed unless written objection is received from the employee or the employee's collective bargaining representative, within seven (7) business days from the receipt by the employee or the collective bargaining representative.

Records of an employee's evaluation shall not be released without the written consent of the employee.

Files containing medical information regarding an employee will be kept separate from other personnel files.

### Types of Information

It shall be the responsibility of each certificated employee to see that there is filed with the district any record of prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from the service must be furnished. It is the obligation of the employee to see that information, which will maintain the employee's personnel file on a complete and up-to-date basis, is sent to the superintendent's office. The records shall contain the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested concerning the health of the employee, or medical examinations which the employee may have undergone;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher or supervisor and employee.

### Use of Personnel Records

All the contents of the personnel records file, with the exception of evaluations, comments, or recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district, shall be available

for inspection by the employee concerned. The district reserves the right to have a member of the superintendent's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting the information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The employee shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

#### Parental Notice

If the school district receives Title I funds, the No Child Left Behind Act requires the district to provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

1. Whether the teacher has met state qualifications for the grade levels and subject areas taught;
2. Whether the teacher is teaching under emergency or other provisional status;
3. The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree;
4. Whether the child is provided services by paraprofessionals, and, if so, their qualifications.

If a parent requests the above-listed information, the district is required to provide the information in a timely manner. If the district has hired a teacher who is not highly qualified and the teacher has taught a child for four (4) or more weeks, the district is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

LEGAL REFS.: P.L. 107-110, No Child Left Behind Act of 2001  
The Americans with Disabilities Act  
SDCL 60-4-12

PERMISSION FOR THE TRANSFER AND/OR RELEASE OF  
CONFIDENTIAL EMPLOYEE INFORMATION

I, \_\_\_\_\_, employee of the Garretson School District,  
(Name)

request that the following part of the above employee's records be made available to  
\_\_\_\_\_ for the purpose of \_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_

Part(s) of employee's records to be made available: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please send me a copy of the records released to the following address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Enclosed is \$ \_\_\_\_\_ for reproduction and mailing costs.

File: GBL-F

**NOTICE OF RELEASE OF PERSONNEL RECORD**

This is to advise you, \_\_\_\_\_, that a subpoena or other  
(Employee)  
order has been received requesting your records (copy attached) and that they will be  
released in two (2) business days or earlier, if so ordered, unless you get a court order  
prohibiting the release.

\_\_\_\_\_  
Superintendent, Garretson School District

### STUDENT COMMUNICABLE DISEASES

Students who are afflicted with a communicable contagious and/or infectious disease and who are infected with communicable parasites or who are liable to transmit such a disease or parasite may be excluded from school attendance.

The board recognizes the need and right of all children to receive free and appropriate education. The board further recognizes its responsibility to provide a healthy environment for all students and school employees.

A determination of whether an infected student be excluded from the classroom or school activities shall be made on a case-by-case basis, under the direction of the principal/building administrator or designee. **Students who are known to have a fever as an indication of potential communicable disease will be excluded from the school setting until a determination is made that it is safe for the student to return to the school setting, or the student has been fever free, without the aid of fever suppressing medication for a minimum of 24 hours.**

In situations where the decision requires additional expertise and knowledge, the building administrator will refer the case to an advisory committee for assistance in the decision making.

The advisory committee may be composed of:

- 1) a representative from the State Health Department;
- 2) the student's physician;
- 3) the student's parent(s) or guardian(s);
- 4) the school principal or designee;
- 5) the school ~~health services supervisor~~ **nurse**;
- 6) the superintendent or designee; and
- 7) primary teacher(s).

In making the determination, the advisory committee shall consider:

- 1) the behavior, developmental level, and medical condition of the student;
- 2) the expected type(s) of interaction with others in the school setting;
- 3) the impact on both the infected student and others in that setting;
- 4) the South Dakota Department of Health guidelines and policies; and
- 5) the recommendation of the County Health Officer, which may be controlling.

The advisory committee may officially request assistance from the State Department of Health.

If it is determined that the student will not be permitted to attend classes and/or participate in school activities **for a period longer than one week**, arrangements will be made to provide an alternate educational program. If that requires personal contact between student and school employees, only trained volunteer employees shall be utilized.

Public information will not be revealed about the student who may be infected. If the student is permitted to remain in the school setting, the following procedure will be followed by the superintendent/principal:

~~File: JHCC~~  
~~Page 2 of 2~~

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Information will be provided, as appropriate, to school employees who have regular contact with the student, as to the student's medical condition and other factors needed for consideration in carrying out job responsibilities.

Health guidelines for school attendance are established and interpreted within the context of the case. The guidelines are not inclusive but are available to be used as a resource. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

Instruction in appropriate handling of blood and body fluids will be provided. Hand washing after contamination, food preparation, and health/hygiene care performed in different sink and work areas, maintenance cleaning, and other personal hygiene measures are part of creating a healthy environment.

~~LEGAL REF.: SDCL 13-28-7.3~~

Adoption date: July 12, 2010  
Revised on: August 10, 2020

**EMPLOYEE COMMUNICABLE DISEASE GUIDELINES**

Health guidelines for work attendance are established and interpreted with the context of the situation. The guidelines are not inclusive but are available to be used as a resource. Specific needs will be addressed individually. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

Disease and Incubation Period*	Rules for Work Attendance
Acquired Immune process Deficiency Syndrome (AIDS) 6 months-five years	Determination should be made by the team as outlined in the Communicable Disease Policy. The State Department of Health guidelines on AIDS shall be used as reference.
Chicken Pox 14-21 days	The employee may attend work after all pox are dry and scabbed.
Cytomegalovirus (CMV) Salivary Gland Viruses	The employee may attend work. Precautions should be taken by contacts with immuno-suppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Giardiasis and Infectious Enteric Diseases 5-25 days/longer	The employee may attend work. Food handlers must remain at home until they have three negative stool specimens. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex 2-12 days	The employee may attend work during an active case. Good hand washing in all cases should eliminate risk of transfer of infection.
Impetigo variable 4-10 days	The employee may attend school if under treatment and dry.
Infectious Hepatitis 15-40 days average 25 days	The employee may attend work as directed by the physician. Appropriate personal hygiene precautions should eliminate risk of transfer of infection.
Measles (Red, Hard, Rubeola, 7-day) 8-14 days	The employee may attend work after a minimum of seven days. Employees who have had contact with measles may attend work if the employee has had the measles or if immunization is up to date.
Infectious Mononucleosis (Glandular Fever) 2-6 weeks	The employee may attend work as directed by the physician.
Mumps 12-21 days	The employee may attend work after swelling has disappeared.

Disease and Incubation Period*	Rules for Work Attendance
Pediculosis (Lice, Crabs)	The employee may attend work after treatment.
Pink Eye (Conjunctivitis) 5-12 days	The employee may attend work after the eye is clear, under treatment, or with a physician's written permission.
Plantar's Warts	The employee may attend work.
Ring Worm (Scalp, Body, Athlete's Foot)	The employee may attend work if area is under treatment.
Rubella (3-day, German Measles) 14-21 days	The employee may attend work after a minimum of four days. Prevent exposure of pregnant women.
Scabies (7-year itch, Mites)	The employee may attend work after treatment.
Streptococcal Infections (Scarlet Fever, Scarletina, Strep Throat) 1-3 days	The employee may attend work 24 hours after initiating oral antibiotic therapy, and clinically well.

If the employee has a fever, the employee must not return to work until the fever has been resolved without the use of fever-suppressing drugs.

For all infectious diseases not on the list, the District will consult with the employee, school health professionals and/or the SD Department of Health and will follow recommended best practices.

\*Time interval between initial contact with an infectious agent and the first sign of symptoms of the disease.