

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Tuesday, October 14, 2025

**VANDENBERG ELEMENTARY SCHOOL - Library Conference Room
561 Briggs Street
Box Elder, SD 57719**

5:00 PM

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom Meeting <https://sdk12.zoom.us/j/98177774778?pwd=8oJh3hwJeAgqqaXccahmCM2O455VKL.1>

Individuals attending virtually and desiring to speak during public forum should email their request to the Superintendent's Office (Kevin.Case@k12.sd.us or Jackie.McPherson@k12.sd.us), including all identifying information by noon of the day of the board meeting.

{{Name: Agenda Item Name}}

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
4. Review of Board Working Agreements:
 - We ask
 - We learn
 - We lead
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for September 22, 2025.
 - B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable and Payroll.
 - D. Approve Club Sports Recognition Agreement for Softball for the 2025-26 school year.

- E. Acknowledge the Indirect Cost Rates for the 2025-26 School Term as Computed by the Office of Elementary and Secondary Education, noting that the Douglas School District Restricted Rate will be 1.90% and the Non-Restricted Rate will be 17.40%.
 - F. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
9. Items Removed From Consent Agenda
10. Elementary and Secondary Curriculum and Instruction Items:
- A. EduClimber Overview
11. Superintendent Items:
- A. Approve Open Enrollment Application under the Board Policy JECB, Emergency Clause as recommended for the 2025-26 school year.
 - B. Acknowledge Acceptance of Facilities Master Plan as a prioritized roadmap to address ongoing and future facilities needs.
 - C. Douglas Middle School Addition Proposed Next Steps & Timelines
 - D. Approval of Site Survey and Geo Tech Survey at Douglas Middle School.
12. Fiscal Resources Items:
- A. Approve the following grant budgets:
 - (1) Consolidated Application - includes: Title I, Part A (Improving Academic Achievement of Disadvantaged); Title II, Part A (Improving Teacher Quality - Class Size Reduction); and Title IV, Part A (Student Support and Academic Enrichment Grants)
 - (2) Title VI - Indian Education, and
 - (3) AFJROTC
13. Operational Support Services Items:
14. Reports:
- A. Superintendent:
 - B. Committee Reports From Board Members and Comments from Associate Board Members
15. Upcoming Calendar Events:
- October 27 - BOE Meeting, 5:00 pm
 - November 10 - BOE Meeting, 5:00 pm
 - November 11 - Holiday - No School
16. Executive Session

17. Action As A Result of Executive Session

18. Adjournment

DOUGLAS SCHOOL DISTRICT 51-1

STRATEGIC DIRECTION

IDENTITY

- 1 Honor the district's legacy while creating new traditions. Discover, develop and assess existing key components
- 2 Create a welcoming and safe learning community that recognizes, celebrates, and embraces the district's diverse student, staff and community population.

ADAPTABILITY

- 1 Create a comprehensive professional development plan for Douglas School District that places emphasis on adaptability and a growth mindset.
- 2 Identify, collect and analyze data needed to make informed decisions and adjust daily operations as necessary.

OWNERSHIP

- 1 Identify and communicate clear and consistent expectations for all stakeholders.
- 2 All stakeholders will pursue student success (academic, behavior, attendance) through the creation of goals & benchmarks and a commitment to continuous improvement.
- 3 Douglas School District will ensure fiscal responsibility through the safeguarding of resources and a focus on fiscal sustainability.

COMMUNITY & WELL-BEING

- 1 Develop a robust mental health/wellness plan for the Douglas School District that is responsive to all stakeholders.
- 2 Create ongoing opportunities for family engagement and community involvement.
- 3 Continually evaluate and further align our crisis response plan with best practice.



Student Success!

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH
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Public Participation at Board Meetings

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting that is open to the public and a public hearing held by the school board.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public hearing held by the school board, there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public hearing. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

This Policy applies only to regularly scheduled school board meetings held in open session. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Personnel matters or complaints that directly or indirectly identify an employee shall not be discussed. Complaints against school employees or students, and complaints related to sexual harassment or bullying, must be addressed according to specific school district policies before being addressed by the School Board.

When a complaint against a school employee or a student is brought to the Board during the public forum, the Board President will direct the person bringing the complaint to the applicable complaint procedure. The complaint procedures are designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. The Board will address the complaint only if the matter has been appealed to the Board pursuant to the applicable complaint policy

Persons making references about a specific school employee or employees, or a specific student or students during the public forum should be mindful that based upon what the person says during the public forum the employee(s) or student(s) about whom the comments are made may have legal recourse against the person voicing the complaint.

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which

are disrespectful to one or more persons, and shall not use profanity.

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:

- a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed. Individuals attending virtually and desiring to speak during public forum, should email their request to the superintendent's office, including all identifying information, by noon the day of the meeting.
- b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy
- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.

2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:

- a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
- b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
- c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school

board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.

- d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:
 - deferred until the next regular meeting or a special school board meeting, or
 - added to the meeting agenda for discussion purposes only, or
 - added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.d, provision 1.e, or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity.

If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

REFERENCES

State Reference:

SDCL 1-25-1	Official meetings open to the public
SDCL 1-25-2	Executive or closed meetings
SDCL 13-32-6	Disturbance of school as a misdemeanor
SDCL 13-8-39	Management of schools by board
SDCL 22-18-35(3)	Disturbing any lawful assembly or meeting

Policy Cross Reference:

BD	School Board Meetings
Bddb	Board Meeting Agendas and Format
BDDC	Agenda Preparation and Dissemination

Adoption History

Approved	9/8/1977		
First Reading of Revision	10/10/1985		
Approved - Revision	11/14/1985		
First Reading	11/17/2014		
Approved	12/8/2014		
First Reading-Rewrite	2/13/2017		
Approved	2/27/2017		
First Reading-Revision	2/28/2022		
Approved	3/14/2022		

**DOUGLAS SCHOOL BOARD
REQUEST TO COMMENT
SPEAKER SIGN IN**

DATE _____

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.

Please print legibly.

	Name & Address	Email & Phone #	Topic / Item #
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SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH-E(2)
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Introduction to Public Forum

If the Board/Board President wishes to have the Board President make an introductory statement at the beginning of the Public Forum, the following may serve as a starting point which could be modified at the discretion of the Board/Board President and which is consistent with local Board policy.

This is the time for the Public Forum.

Each individual wishing to address the Board is asked to sign the form on the table in the back of the room with their name, address, email and topic to be addressed being legible. Persons having signed in will be recognized and have an opportunity to speak.

Speakers will have five (5) minutes to present comments to the school board. An extension of time may be granted pursuant to Board policy. Should more than one person wish to address the school board on the same agenda item, or should the comments become repetitious, speaker time may be shortened.

The District has policies related to complaints involving bullying, sexual harassment, school employees or students. Those policies include procedures designed to balance the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. If a complaint about bullying, sexual harassment, school employees or students is brought to the Board during the public forum, the person will be informed as to the applicable complaint procedure.

* Individuals attending virtually and desiring to speak during public forum, instructions are given on the meeting agenda when it is posted to email their request to the superintendent’s office, including all identifying information, by noon the day of the board meeting.

Notes: All Board members should be aware that SDCL 22-18-35(3) says any person who intentionally causes serious public inconvenience, annoyance, or alarm to any other person, or creates a risk thereof by disturbing any lawful assembly or meeting of persons without lawful authority is a criminal offense (Class 2 Misdemeanor). This statute could be referenced in extreme situations if a speaker/group fails to respect the decorum expected during a formal governmental meeting

Adopted: 3/14/2022

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, September 22, 2025

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, September 22, 2025 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Chris Misselt: Present, Tonya Welch: Present.

All actions in these Minutes were by unanimous vote unless otherwise stated.

President Tanya Gray called the meeting to order at 5:00 p.m.

There was nothing for public forum.

Motion to approve the agenda. This motion, made by Ben Frerichs and seconded by Tonya Welch, Carried.

Motion to approve the consent agenda, Item 7A-7E. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Approved Regular Board Meeting Minutes of September 8, 2025.

Approved Personnel Action for September 8, 2025. (Attachment)

Approved August Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

There were no conflicts disclosed as defined in SDCL 3-23.

Superintendent Items:

Motion to approve appointment of Amy McGovern as delegate with Ben Frerichs as alternate to the ASBSD Delegate Assembly on November 21. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Superintendent Kevin Case introduced Casey Blochowiak from Studer Education, noting that the district has been engaged in a continuous improvement partnership with Studer Education for about 18 months. The ongoing work with Studer Education highlights leadership's focus on aligning culture and strategy to achieve organizational excellence, shifting random acts of improvement to intentional aligned acts of improvement. A series of stakeholder surveys were implemented last year and will continue this year. Feedback from the surveys and input from the focus groups direct the school and department improvement plans, which include both academic and operational goals. Upcoming work will be developing the Portrait of a Douglas Graduate this year, which connects to the student success part of the Ownership piece of the District Strategic

Direction. It will be a 3–4-month process including focus groups and a steering committee to include all stakeholders.

Superintendent Kevin Case shared the recommendation from the Facilities Master Planning Committee. He gave a historical summary of the committee's work going back to 2019. Originally, the need was focused on building a new high school. Since 2022 RSP & Associates has provided demographic data showing the projected growth is expected in the younger grade levels and the focus has shifted to elementary building needs and the middle school. Updated projections show an anticipated growth of 233 students over the next 5 years (exclusive of Pre-K enrollment). Currently, the middle school is above functional capacity and the elementary buildings are almost there. So the need for additional elementary and middle school capacity is a priority. Funding is available from the local and state level with the federal funding still pending. As a result of intense work over the past months, the committee has prioritized the district's needs and is proposing one scenario without federal funding and the other if federal funding becomes available. The committee recommendation will be presented for board approval at its October 14, 2025 meeting.

Reports:

Committee Reports from Board Members and Comments from Associate Board Members

Ben Frerichs has a District Wellness Committee meeting on Wednesday.

Amy McGovern stated there will be no Box Elder Chamber meeting this week.

Tanya Gray will attend the Black Hills Special Services Cooperative Board of Directors meeting on Wednesday.

Motion to adjourn the meeting at 6:50 p.m. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION 9/22/2025****Certified AOS Payments**

	Tricia Baragar	\$1,450.00		
	Karline Clark	\$150.00		
	Kelly Coates	\$300.00		
	Karly Colicheski	\$2,250.00		
	Linsay Deyo	\$100.00		
	Summer Hager	\$550.00		
	Jesse Hamer	\$100.00		
	Robert Harrington	\$300.00		
	Kaitlin Heier	\$600.00		
	Kristine Knottnerus	\$600.00		
	Aaron Kowaleski	\$150.00		
	Laressa Finney	\$300.00		
	Travis Ladwig	\$900.00		
	Brian Palmer	\$2,850.00		
	Brandy Perkins	\$550.00		
	Kayla Rivera	\$250.00		
	Loretta Schmidt	\$100.00		
	Melissa Schwiesow	\$300.00		
	Sheila Sivertsen	\$1,950.00		
	Mary Smith	\$150.00		
	Megan Steiger	\$1,350.00		
	Jody Melton	\$250.00		
	Sara Reimer	\$750.00		

Certified Retirements

	Name	Position	Location	Effective Date
	Donna Curry	6th Social Studies	MS	05/22/2026
	David Horan	Art Teacher	HS	5/22/2025

Certified Resignations/Terminations

	Name	Position	Location	Effective Date
	Amy Caron	Special Ed Teacher	HS	05/22/2026

Classified Resignations/Terminations

	Name	Position	Location	Effective Date
	Rodney Beeks	Bus Driver/.5 Grounds	Trans/Maint.	9/15/2025

Classified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	John Bates	VES/Lunchroom Aide	\$16.25	9/15/2025
	Jenna Hunt	BC/Instructional Aide	\$17.00	9/22/2025
	Robert Rebsbach	Trans/Bus Driver	\$21.75	10/06/2025

Temporary Hires

	Name	Position	Salary	Effective Date
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	Janee Leigh	6th Girls BB	\$1,235.00	2025-2026
	Cortney LeFors	HS Asst Student Council Advisor	\$1,718.00	2025-2026
	Melanie Winter	HS/Actifty Worker	\$15.00	2025/2026
**	Personnel Action additions and updates made after initial publication and before scheduled school board			

August 1, 2025 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 07/31/25	1,675,162.38	1,662,586.40	2,207,270.16
RECEIPTS:			
TAXES	31,747.19	10,949.58	5,480.70
INTEREST	1,503.44	0.00	0.00
ADMISSIONS	0.00	0.00	0.00
LOCAL	5,571.58	0.00	0.00
COUNTY	0.00	0.00	0.00
STATE	1,429,500.00	0.00	314,736.00
FEDERAL		357,387.60	5,142.10
OTHER	76,226.72	37,278.00	157,468.76
INTERFUND TRAN.	15,206.18	0.00	0.00
TOTAL RECEIPTS:	1,559,755.11	405,615.18	482,827.56
DISBURSEMENTS:			
VERIFIED CLAIMS	623,732.63	1,269,711.10	355,523.01
SALARIES	1,533,847.45	0.00	332,272.21
TRANSFERS OUT	0.00		
BALANCE 08/31/25	1,077,337.41	798,490.48	2,002,302.50
BALANCE 08/31/24	1,375,609.12	(244,363.88)	2,249,682.90

August 1, 2025 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 07/31/25	(176,585.87)	48,686.70
RECEIPTS:		
LOCAL		
STATE		
FEDERAL		0.00
REIMBURSEMENTS	272,542.54	
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	272,542.54	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	0.00	0.00
SALARIES	72,752.63	0.00
TRANSFERS OUT		
BALANCE 08/31/25	23,204.04	48,686.70
BALANCE 08/31/24	(2,287,629.21)	49,497.51

August 1, 2025 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 07/31/25	2,694.26	1,264.54	30,035,952.54
RECEIPTS:			
INTEREST	0.00	0.00	15,206.18
FEDERAL	0.00	0.00	0.00
LOCAL	1,396.26	2,268.38	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	1,396.26	2,268.38	15,206.18
DISBURSEMENTS:			
VERIFIED CLAIMS	1,255.02	3,324.67	0.00
EXPENDITURES/TRANSFERS OUT	0.00	0.00	15,206.18
BALANCE 08/31/25	2,835.50	208.25	30,035,952.54
BALANCE 08/31/24	450.88	(6,068.01)	27,685,539.54

August 1, 2025 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 07/31/25	112,228.99	271,647.38
RECEIPTS:		
INTEREST		
SALES	52,393.38	0.00
STATE	94,271.43	0.00
FEDERAL	0.00	0.00
LOCAL	0.00	13,757.48
OTHER	0.00	0.00
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	146,664.81	13,757.48
DISBURSEMENTS:		
VERIFIED CLAIMS	86,823.51	22,034.39
SALARIES	20,324.05	0.00
BALANCE 08/31/25	151,746.24	263,370.47
BALANCE 08/31/24	182,388.89	270,033.80

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	186322		368.41
ACTION MECHANICAL INC	186323		3,642.00
ADOBE SYSTEMS INC	186307		254.75
AL CORNELLA REFRIGERATION SERVICE INC	186324		316.75
AMAZON.COM	186226		19,594.13
AMERICAN SOLUTIONS FOR BUSINESS	186325		981.56
AMERICINN BY WYNDHAM MITCHELL	186227		1,008.00
ANCORA PUBLISHING	186228		14,120.83
APPLE INC	186326		138.00
ASBSD	186229		758.51
ASCD	186307		158.00
AUSMAN, ANGELA	186230		160.00
BECKER'S	186328		169.90
BEST WESTERN PLUS RAMKOTA HOTEL	186329		1,408.00
BJ'S INSTRUMENT REPAIR	186330		200.00
BLACK HILLS CHEMICAL CO	186331		6.99
BLACK HILLS ENERGY- AUTO PAY	260		32,937.85
BLACK HILLS GREATER RAPID CITY AREA	186332		170.00
BLACK HILLS URGENT CARE	186333		300.00
BLICK ART MATERIALS	186232		29.99
BOULDER CANYON COUNTRY CLUB	186307		22.00
BOX ELDER HARDWARE	186334		2,716.79
BRANDON VALLEY SCHOOL DISTRICT 49-2	186234		2,320.85
Brost, Whitney	186235		584.44
BROWN'S SMALL ENGINE REPAIR	186335		153.12
CARAHSOFT	186236		6,310.53
CAREERSAFE	186336		3,500.00
CARNEGIE LEARNING	186337		120.00
CENTRAL HIGH SCHOOL ACTIVITIES	186338		250.00
CENTURYLINK	186239		511.25
CITY OF BOX ELDER	186339		89,569.48
CLARK PRINTING, INC.	186241		419.50

CLARK, MICHAEL	186242	2,076.00
CMC NEPTUNE LLC	186243	2,175.00
COLUMN SOFTWARE PBC	186340	846.97
COWEN, STACEY	186342	39.48
CRESCENT ELECTRIC	186344	681.92
CUSTER SCHOOL DISTRICT	186345	50.00
D AND D PAINTING LLC	186346	9,006.08
D&R SERVICE, INC.	186347	379.52
DAKOTA BUS SERVICE, INC.	186348	13,312.50
DAKOTA LETTERING	186349	1,916.00
DAKOTA POTTER'S SUPPLY	186247	542.34
DAKOTA SUPPLY GROUP, INC.	186248	918.53
DAYLIGHT DONUTS	186307	109.34
DELTA AIR LINES	186307	(1,240.74)
DIVISION OF CRIMINAL INVESTIGATION	186307	1,756.75
EAFB COMMISSARY	186307	322.66
eDynamic LP	186249	3,000.00
EVERGREEN OFFICE PRODUCTS	186350	306.50
EXPLORE LEARNING	186351	2,718.38
FASTENAL COMPANY, THE	186352	116.20
FLINN SCIENTIFIC INC	186251	32.68
FLOYD'S TRUCK CENTER	186252	39,073.51
FOOD SERVICE	186355	2,582.16
FRANCK, SYDNEY	186254	160.00
FREEDOM TIRE	186356	743.36
GRAINGER, INC	186357	145.41
GRAMMARLY INC	186307	305.86
GREAT WESTERN TIRE COMPANY	186256	3,986.08
HAGGERTYS MUSICWORKS	186257	85.00
HAL LEONARD	186307	132.95
HARBOR FREIGHT TOOLS	186307	893.76
HARVEYS LOCK SHOP, INC.	186358	203.88

HAUFF MID-AMERICA SPORTS INC.	186259	439.68
HIGH POINT NETWORKS, LLC	186260	10.50
HOME DEPOT PRO INSTITUTION, THE	186307	128.00
HURON SCHOOL DISTRICT	186359	100.00
IASCO	186261	981.26
IMAGINE LEARNING LLC	186360	600.00
INDEED INC.	186307	125.15
INNOVATIVE OFFICE SOLUTIONS	186262	136.50
INTEGRATED TECHNOLOGY & SECURITY	186263	855.88
IXL LEARNING	186361	779.00
Jensen, Jenny	186264	196.87
JW PEPPER & SONS, INC.	186362	417.98
KHAN ACADEMY, INC	186363	6,300.00
KIEFFER SANITATION, INC.-AUTO PAY	259	2,917.10
KOSTERS, TIMOTHY	186265	190.53
LEADERSHIP MATTERS LLC	186266	4,484.62
LYNN'S DAKOTAMART	186307	304.32
MCDONALDS	186307	1,207.07
MCPHERSON, JACKIE	186366	57.09
MG OIL COMPANY, INC.	186367	5,531.83
MIDCONTINENT COMMUNICATIONS- AUTO PAY	262	1,438.56
MIDWEST BUS PARTS, INC.	186368	468.87
MOSYLE CORPORATION	186270	146.16
MYSTERY SCIENCE IN.C	186271	1,999.00
NASCO EDUCATION LLC	186307	690.10
NASW SD CHAPTER	186369	224.00
NATIONAL ASSOC FOR THE EDUCATION OF	186370	3,975.00
NATIONAL RESTURANT ASSOCIATION	186371	1,350.00
NEARPOD INC.	186307	168.86
NORTH CENTRAL BUS & EQUIPMENT CO. INC	186372	3,267.84
NOVUS GLASS REPAIR & REPLACEMENT	186373	365.00
OFFICE DEPOT	186307	513.17

OLIVE GARDEN	186307	308.82
OZARKE	186273	200.00
PADLET	186307	69.99
PAULSON, DARREN	186374	757.95
PEARSON EDUCATION, INC	186275	750.00
PENNINGTON COUNTY SHERIFF	186307	61.49
PEOPLE READY INC	186375	1,504.70
PIERRE SCHOOL DISTRICT	186376	50.00
PIZZA HUT- BOX ELDER	186307	155.99
POWER HOUSE	186276	191.99
PROGRESS PUBLICATIONS	186377	1,056.00
QUILL CORPORATION	186307	515.73
Quizizz	186307	216.00
REAL DEAL ACTIVEWEAR, LLC	186278	1,268.40
REALLY GOOD STUFF, INC.	186378	5.00
REGION VII PRINCIPALS	186279	150.00
RISE VISION INC.	186379	966.00
RIVERSIDE TECHNOLOGIES INC	186281	8,706.00
ROYAL FLUSH PORTABLES, LLC	186381	1,405.00
SAM'S CLUB	186307	1,388.98
SASD	186382	3,689.00
SAVVAS LEARNING COMPANY LLC	186284	7,875.00
SCHOLASTIC, INC.	186285	1,615.35
SCHOOL DATE BOOKS INC	186307	224.25
SDRS SPECIAL PAY PLAN	186321	45.00
SHERATON HOTEL AND CONVENTION CENTER	186383	110.00
SHERWIN WILLIAMS	186287	39.96
SIGN EXPRESS	186288	180.36
SPARTAN STORES, LLC.	186289	375.35
SQUARESIGNS	186307	1,210.40
STAGECOACH WEST BUS INC	186385	6,655.00
STARFALL EDUCATION	186292	355.00
STAYBRIDGE SUITES: SIOUX FALLS SOUTHWEST	186307	670.89

STICKER MULE	186307	712.50
STUKERJURGEN, LUANN	186293	198.00
TEACHERS SYNERGY, LLC	186307	55.72
TEMPERATURE TECHNOLOGY INC	186386	4,559.54
TURF TANK	186296	11,000.00
TYLER TECHNOLOGIES	186387	410.00
UNIQUE SIGNS	186298	138.00
US BANK	186307	1,022.07
VALLEY SWEEPING, INC.	186388	2,872.65
VERIZON WIRELESS	186300	494.95
VEX ROBOTICS INC	186301	400.00
VICTOR TECHNOLOGY - SEAT SACK	186302	89.04
WAL-MART STORES INC	186307	169.92
WARNE CHEMICAL & EQUIPMENT, INC.	186303	445.00
WEST RIVER ASSOCIATION OF ELEMENTARY	186304	225.00
WEST RIVER ELECTRIC-AUTOPAY	258	1,431.97
WESTERN COMMUNICATIONS, INC.	186305	227.39
WESTERN STATIONERS	186389	1,923.72
WINNER SCHOOL DISTRICT	186390	30.00
GENERAL FUND		380,128.72
AMAZON.COM	186226	105.45
CENTRAL RESTAURANT PRODUCTS	186237	16,271.97
CENTURY BUSINESS	186238	12,278.82
CO-OP ARCHITECTURE	186341	42,650.00
D AND D PAINTING LLC	186346	101,427.76
DAKOTA SUPPLY GROUP, INC.	186248	1,207.58
GOLF TEAMS PRODUCTS	186255	2,577.00
INNOVATIVE OFFICE SOLUTIONS	186262	27,518.24
OZOBOT	186274	2,990.00
RIVERSIDE TECHNOLOGIES INC	186281	15,894.36
SECO CONSTRUCTION INC	186286	401,000.00
STANDARD TOOLS AND EQUIPMENT CO	186307	5,712.50
SWIFTEC INC	186294	169,356.50

CAPITAL OUTLAY		798,990.18
AMAZON.COM	186226	3,025.47
AMERICAN AIRLINES	186307	1,018.20
ASBSD	186229	205.00
ASHA NATIONAL OFFICE	186307	718.00
BECKER'S	186328	169.90
COUNCIL OF ADMINISTRATORS OF SPECIAL	186307	1,893.36
CREATIVELY FOCUSED LLC	186343	9,625.00
FIDUCIARY ACCOUNT	186353	2,648.63
HANSON, RONI	186258	68.00
LIVES IN THE BALANCE	186307	190.10
LRP CONFERENCES	186364	326.19
LYNN'S DAKOTAMART	186365	14.65
MACKIE, BRENDA	186268	902.72
RATWIK, ROSZAK & MALONEY, P.A	186277	2,060.00
RIVERSIDE INSIGHTS	186280	1,857.74
SHINING PATHWAY ABA, LLS	186384	24,061.25
STAGES LEARNING	186291	1,199.97
ULTIMATE SLP - LEARNIX, LLC	186297	660.45
UNITED AIR LINES	186307	266.00
US BANK	186307	736.38
WESTERN PSYCHOLOGICAL SERVICES	186307	(20.96)
SPECIAL ED		51,626.05
FOOD SERVICE	186253	40,000.00
IMPACT AID		40,000.00
OUTDOR RECREATION	186272	0.00
GRANTS		0.00
		1,270,744.95
ADAMS, JANIKA	12855	20.20
AMAZON.COM	12834	258.50
CASH-WA DISTRIBUTING COMPANY, INC.	12856	10,347.14
CLIMATE CONTROL SYSTEMS AND SERVICE	12857	310.41
COCA-COLA BOTTLING CO HIGH COUNTRY	12858	1,867.50

DAKOTA WAREHOUSE	12837	40.00
GENERAL FUND	12838	50,768.57
LARSON, JAMIE	12859	106.95
NELSON, JULIE	12839	55.00
PAN-O-GOLD BAKING COMPANY, INC.	12860	1,013.13
PRAIRIE FARMS	12861	12,810.06
PROGUARD SERVICE & SOLUTIONS	12842	362.36
REINHART FOOD SERVICE LLC	12862	32,205.26
SDRS SPECIAL PAY PLAN	12854	933.12
SERVALL TOWEL & LINEN SUPPLY, INC.	12863	375.60
SMARTSENSE by DIGI	12864	432.00
SYSCO MONTANTA	12865	26,391.24
WILLEY, JESSICA	12846	70.00
FOOD SERVICE		138,367.04
ADMIRAL BEVERAGE OF THE BLACK HILLS	50393	2,252.34
AMAZON.COM	50369	2,249.02
AMERICAN AIRLINES	50371	1,939.37
ANGELIQUES	50371	26.53
BEAULIEU, BRYAN	50394	100.00
BLAIR, KRISHNA	50373	104.41
BURKE, MICHAEL	50374	153.96
CHRISTENSON, DELYNDA	50375	138.47
CLARK, MICHAEL	50370	2,680.00
CRADDOCK, TRIVIA	50376	81.27
CUSTOM INK	50371	1,393.45
DERSCHEAN, ADAM	50396	222.68
DERSCHEAN, SHYLA	50397	282.53
DISTEL, BRETT	50398	310.00
DOMINOS PIZZA- BOX ELDER	50371	77.09
DRAB, FRANCIS	50378	163.96
DSCHAAK, ETHAN	50399	100.00
DURR, LAURIE	50400	174.41

EAFB EXCHANGE	50371	654.09
GORKO, STACI	50401	195.12
GREEN, NATE	50380	138.96
HANSON, CORINNA	50402	118.96
HILSENDEGER, JOSEPH	50381	163.96
HOBBY LOBBY CREATIVE CENTER	50371	71.94
HOKI, DARIN	50403	203.96
HOLSWORTH, KARA	50404	81.27
JACOBSON, JOE	50405	43.96
JACOBSON, SCOTT	50406	43.96
JOHNSON, GEORGE	50407	1,600.00
KEEN, JOHN	50382	84.92
KELLER, TERRY	50383	153.96
KING SCHOOLS	50371	396.00
LANGE, SCOTT	50408	100.00
LAUINGER, CURT	50384	174.41
LEE, GEORGE	50409	212.92
MEYER, PHILIP	50410	43.96
MICHAELS STORE 9012	50371	58.43
MONTGOMERY, NATHAN	50411	83.96
NILLES, RACHEL	50412	490.30
OFFICE DEPOT	50371	305.85
OSBORN, GENEVIEVE	50413	100.00
PRINCE, LARRY	50414	89.78
REDBIRD FLIGHT SIMULATIONS, INC	50387	597.00
RODRIGUEZ, DOMICO	50388	157.56
ROGERS, BRITTANY	50415	206.12
SAM'S CLUB	50371	603.20
SOUTH DAKOTA STATE TREASURER	1100	646.20
STARBUCKS - BOX ELDER	50371	50.00
STUKERJURGEN, LUANN	50389	340.00
THAYER, NATALIE	50416	203.96
TOMAC, MASON	50417	351.88

TUCKER, BRAD	50418	100.00
US BANK	50371	1,595.28
WALKER, CALLIE	50419	94.41
WALLACE, ROLANDO	50391	48.96
WATSON, MICHAEL	50420	183.47
WEATHERS, ALIVIA	50421	274.67
WHEATON, TOM	50392	224.67
STUDENT ACTIVITY		23,737.54
Grand Total:		1,432,849.53

**DOUGLAS SCHOOL DISTRICT
PERSONNEL ACTION 10/14/2025**

Classified Service Factor Bonus

	Name	Position/Years	Amount	Dates of Service
	Rebecca Kenoyer	Administrative Assistant 1 / 30 yrs	\$2,783.85	9/22/1995 - 9/22/2025
	Terri Smith	Bus Driver / 30 yrs	\$1,345.20	9/22/1995 - 9/22/2025

Certified Retirements

	Name	Position	Location	Effective Date
	Ronald Mays	5th Grade Teacher	VES	5/22/2026

Classified Resignations/Terminations

	Name	Position	Location	Effective Date
	Elizabeth Nelson	Instructional Aide	CA	10/31/2025

Classified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Nathan Phillips	Maint. / HVAC	\$28.25	09/26/2025
	Aaron Hite	Bus Driver	\$21.00	10/09/2025
	Amber Lewis	Bus Driver	\$21.75	10/09/2025

Temporary Hires

	Name	Position	Salary	Effective Date
	Grabowska-Hoyle Gabriela	Activity Worker	\$15.00	10/06/2025
	Marlin Kingi	7th Girls Basketball Asst	\$2,443.00	10/7/2025
	John Barnes	7th Girls Basketball Head	\$3,437.00	10/9/2025

** Personnel Action additions and updates made after initial publication and before scheduled school board

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
ACE STEEL & RECYCLING, INC.	186399		951.65
ACTE REGISTRATION	186400		815.00
ACTION MECHANICAL INC	186401		2,954.43
AMAZON.COM	186402		17,037.26
AMERICINN BY WYNDHAM MITCHELL	186403		336.00
ANYPROMO	186398		731.00
APPLE INC	186404		238.00
AUGUSTANA UNIVERSITY	186398		375.00
AUSMAN, ANGELA	186405		59.10
Auto Value Parts Store Rapid City	186406		72.78
BERS WINDY FLATS RUBBLE SITE	186407		252.00
BJ'S INSTRUMENT REPAIR	186408		80.00
BLACK HILLS CHEMICAL CO	186409		120.75
BLICK ART MATERIALS	186410		4.43
BOX ELDER HARDWARE	186411		612.65
Case, Kevin	186413		1,762.63
CASH-VES	186414		66.28
CENTURY BUSINESS	186415		113.72
CENTURYLINK	186416		511.25
CHURCHILL, MANOLIS, FREEMAN, KLUDT &	186418		160.00
CITY OF BOX ELDER	186419		9,332.82
Clark, Karline	186420		83.49
COLUMN SOFTWARE PBC	186421		276.23
COMPASS	186422		2,500.00
CONCORD THEATRICALS	186398		249.90
CONSOLIDATED ELECTRICAL DISTRIBUTERS,	186423		1,684.80
CROSSROADS HOTEL	186426		927.01
CUMMINS INC	186427		1,650.00
DIVISION OF CRIMINAL INVESTIGATION	186398		1,038.00
DOMINOS PIZZA- BOX ELDER	186398		276.83
ELKS GOLF COURSE	186398		15.00
EMPIRICAL RESOLUTION INC	186398		160.00
EVAN-MOOR EDUCATIONAL PUBLISHERS	186429		29.99
EVERGREEN OFFICE PRODUCTS	186430		4,791.77
FAULKNER, MELANIA	186431		170.00

FEDEX	186432	154.00
FEUILLERAT WELDING	186433	340.00
FIDUCIARY ACCOUNT	186434	24,484.10
FOOD SERVICE	186435	402.37
GRAINGER, INC	186436	376.76
GREAT WESTERN TIRE COMPANY	186437	155.90
HARLOW'S BUS SALES, INC.	186438	496.90
HAUFF MID-AMERICA SPORTS INC.	186439	1,998.80
HIGH POINT NETWORKS, LLC	186440	13.10
HILLYARD INC	186441	173.76
HOLIDAY INN EXPRESS-S.F.	186398	346.67
HYATT REGENCY	186398	4,272.67
INDEED INC.	186398	32.26
INNOVATIVE OFFICE SOLUTIONS	186442	223.56
INSTITUTE FOR MULTISENORY EDUCATION	186398	125.00
INTEGRATED TECHNOLOGY & SECURITY	186444	2,892.73
JOLLY LANE	186445	163.53
JOSTENS INC	186398	74.76
JW PEPPER & SONS, INC.	186446	742.78
KIEFFER SANITATION, INC.-AUTO PAY	186398	1,264.79
KSB SCHOOL LAW	186447	1,650.00
KULLY SUPPLY	186398	318.04
LAKEVIEW GOLF COURSE	186398	30.60
LEADERSHIP MATTERS LLC	186448	2,050.00
LYNN JACKSON SHULTZ & LEBRUN PC INC	186451	570.00
LYNN'S DAKOTAMART	186452	245.22
MEADOWBROOK GOLF COURSE	186398	18.40
MENARDS	186453	884.05
MG OIL COMPANY, INC.	186454	9,369.57
MIDWEST BUS PARTS, INC.	186455	84.45
MITCHELL SCHOOL DISTRICT	186457	50.00
MONTANA DAKOTA UTILITIES COMPANY, INC.	266	1,710.65
MONUMENT HEALTH RAPID CITY HOSPITAL, INC	186458	8,955.00
NASCO EDUCATION LLC	186459	761.42
NATIONAL ASSOC FOR THE EDUCATION OF	186460	200.00

NEARPOD INC.	186398	(9.86)
NEWELL SCHOOL DISTRICT	186461	40.00
NOVUS GLASS REPAIR & REPLACEMENT	186462	70.00
O'REILLY AUTO PARTS BOX ELDER	186464	378.20
OLNEY, TRISTA	186463	65.92
OZARKE	186398	200.00
PANERA BREAD - CREDIT CARD	186398	96.27
PLANK ROAD PUBLISHING	186398	70.90
POPP BINDING AND LAMINATING, INC	186465	1,390.00
PRESSURE SERVICES INC	186466	872.83
RAPID CITY CENTRAL	186467	150.00
RENEY'S BG SERVICES	186469	8,811.00
RIVERSIDE TECHNOLOGIES INC	186470	10,417.00
SAM'S CLUB	186398	65.92
SASD	186471	671.00
SCENARIO LEARNING, LLC	186472	5,021.50
SCHOLASTIC NEWS	186473	68.75
SCHOOL DATE BOOKS INC	186474	224.25
SCHOOL LIBRARY JOURNAL	186475	136.99
SHAPE SD	186398	135.00
SIGN EXPRESS	186480	222.37
SOUTH DAKOTA ONE CALL	186482	44.10
SOUTHERN HILLS GOLF COURSE	186398	16.00
SPARTAN STORES, LLC.	186483	17.60
SQUARESIGNS	186398	128.00
STAGECOACH WEST BUS INC	186484	4,000.00
STICKER MULE	186398	106.00
STORMWIND, LLC	186486	345.00
STUDER EDUCATION, LLC	186487	2,995.00
SUPPLYHOUSE.COM	186398	189.18
TEACHERS SYNERGY, LLC	186398	217.27
TEMPERATURE TECHNOLOGY INC	186490	9,520.85
THRIFTBOOKS	186398	77.18
TYLER TECHNOLOGIES	186491	410.00
UNITED AIR LINES	186398	80.00

US BANK	270	2,261.74
VERIZON WIRELESS	186493	278.62
VEX ROBOTICS INC	186494	789.27
WAL-MART STORES INC	186398	75.75
WEST RIVER ELECTRIC-AUTOPAY	267	1,475.51
WESTERN STATIONERS	186495	20.26
GENERAL FUND		168,216.98
BUTTE COUNTY EQUIPMENT	186412	47,000.00
CENTURY BUSINESS	186415	11,215.50
CO-OP ARCHITECTURE	186424	31,000.00
DAKOTA SUPPLY GROUP, INC.	186428	74.41
SECO CONSTRUCTION INC	186478	170,939.00
SWIFTEC INC	186488	22,800.79
UNIVERSAL ATHLETIC LLC	186492	23,163.45
YOU SCIENCE	186496	7,450.00
CAPITAL OUTLAY		313,643.15
AMAZON.COM	186402	1,473.44
CHILDREN'S CARE HOSPITAL & SCHOOL	186417	12,038.00
COUNCIL FOR EXCEPTIONAL CHILDREN	186425	1,357.00
FIDUCIARY ACCOUNT	186434	3,686.00
INSTITUTE FOR MULTISENORY EDUCATION	186443	500.00
LOVING GUIDANCE LLC dba CONSCIOUS	186449	212.75
LRP CONFERENCES	186450	295.00
MIDWEST SPECIAL INSTRUMENTS	186456	808.75
RATWIK, ROSZAK & MALONEY, P.A	186468	5,742.00
SD DEPARTMENT OF HUMAN SERVICES	186476	27,766.82
SDASP	186477	250.00
SHINING PATHWAY ABA, LLS	186479	51,305.00
SOCIAL THINKING PUBLISHING	186481	42.90
STAGES LEARNING	186485	61.49
TEACHERS SYNERGY, LLC	186489	16.80
UNITED AIR LINES	186398	160.00
US BANK	186398	1,247.62
WAL-MART STORES INC	186398	669.22
ZONES OF REGULATION, INC, THE	186497	1,008.00
SPECIAL ED		108,640.79

AFFORDABLE NFLATABLE	186398	164.71
AMAZON.COM	186402	868.72
OUTDOR RECREATION	186398	55.00
GRANTS		1,088.43
AMAZON.COM	12869	2,833.73
CASH-WA DISTRIBUTING COMPANY, INC.	12870	6,458.78
CHILD AND ADULT NUTRITION	12871	5,989.99
COCA-COLA BOTTLING CO HIGH COUNTRY	12872	884.00
DAKOTA WAREHOUSE	12873	80.00
FIDUCIARY ACCOUNT	12868	245.00
GENERAL FUND	12874	56,998.90
PAN-O-GOLD BAKING COMPANY, INC.	12875	1,334.87
PRAIRIE FARMS	12876	10,009.98
PROGUARD SERVICE & SOLUTIONS	12877	2,533.43
REINHART FOOD SERVICE LLC	12878	18,789.03
SERVALL TOWEL & LINEN SUPPLY, INC.	12879	281.70
SYSCO MONTANTA	12880	6,872.70
FOOD SERVICE		113,312.11
ADMIRAL BEVERAGE OF THE BLACK HILLS	50464	1,041.83
AFFORDABLE NFLATABLE	50463	686.55
AMAZON.COM	50454	4,691.83
ARMY & AIR FORCE EXCHANGE SERVICES	50463	317.25
BOX ELDER HARDWARE	50463	10.80
Clark, Michael	50465	126.00
CUSTOM INK	50463	347.49
Distel, Brett	50455	160.00
DOMINOS PIZZA- BOX ELDER	50463	218.63
DOUGLAS PETTY CASH	50462	856.00
ERPENBACH, MATT	50466	43.96
GAME ONE	50456	1,481.22
HAMANN, ALEX	50467	230.74
HENWOOD, JEREMY	50468	170.52
JACOBSON, JOE	50469	43.96
KECK, SHERI	50470	154.41

KEEN, JOHN	50471	93.60
LANGE, SCOTT	50472	54.41
LIFETOUCH NSS	50463	31.86
MEYER, PHILIP	50473	197.92
MONUMENT, THE	50463	57.00
NESS, ADAM	50474	173.04
PENNEY, KENT	50475	79.41
PIZZA HUT- BOX ELDER	50463	36.43
SAM'S CLUB	50463	6,804.31
SCHMIDT, RANDY	50476	173.04
SHIRT SHACK ATHLETICS ROOM, LLC	50457	581.83
SIGN EXPRESS	50458	1,442.42
STEFFY, ROBERT	50477	163.96
STEVENS, PAUL	50478	84.41
STEWART, CHESTER	50459	59.71
TOBAR, JUSTO	50479	233.84
TORRES ENTERPRISES, LLC DBA WILD WEST	50463	103.07
VOEGELI, RICH	50480	43.96
WAL-MART STORES INC	50463	236.31
WALKER, CALLIE	50481	83.96
WEBER, JOHN	50460	174.41
WHITING, LORIE	50482	94.41
WILLEY, EMILEE	50483	192.00
WORLDS FINEST CHOCOLATE INC	50461	686.14
STUDENT ACTIVITY		22,462.64
Grand Total:		727,364.10

PAYROLL EXPENDITURES

SEPT 5 2025

SEPT 19 2025

TOTALS

\$1,276,630.22

\$1,298,096.50

DOUGLAS SCHOOL DISTRICT #51-1 CLUB SPORTS/ACTIVITIES RECOGNITION AGREEMENT

1. High school softball is not offered by the Douglas School District (hereinafter "District"), but is available in the Rapid City area and the Box Elder/EAFB community as a club activity.
2. Upon application and under the following conditions, the District may, in its discretion, recognize community or club sports/activities, may allow club or community activities to utilize the "Douglas" or "Douglas High School" name or mascot and may consider participating students eligible for District awards.
3. Eligibility for participation in a club or community sport (hereinafter "Club") will be determined by the Club. The Club is solely responsible for preparing and adopting requirements such as residency, enrollment and academic performance. The Club may decide, in its sole discretion, to follow the South Dakota High School Activities Association requirements and the extra-curricular rules and regulations of the District.
4. The Club shall be solely responsible for providing suitable coaches and referees, for arranging appropriate transportation, and for providing supplies, equipment, game and practice schedules as well as awards for competition. It will also be responsible for all expenses associated with operating the club team, including but not limited to transportation, referees, coaches, supplies, equipment and awards.
5. The Club represents that all coaches have successfully completed a course in the Care and Prevention of Injuries and First Aid. The District will provide the Club with a copy of the Risk Management Guidelines contained in the Douglas High School Activity Handbook.
6. The Club may request use of District facilities on the same basis as any community group. Club teams may not store their equipment on District property or use District uniforms.
7. Only students who meet the eligibility standards of the South Dakota High School Activities Association and the Douglas School District can

be considered eligible for District awards. The Club shall submit a team roster to the Douglas High School Activities Director during the first week of participation so that an individual participant's eligibility for District awards can be assessed.

8. The Club shall submit a list of proposed award winners to the Activities Director within one week of the conclusion of the season. Upon receipt of the list of proposed award winners, the District will have sole discretion to determine, under the District's lettering criteria which student, if any, shall receive District awards.
9. Only students enrolled full-time at Douglas School District and who participate on a Club team that has signed a DOUGLAS SCHOOL DISTRICT #51-1 CLUB RECOGNITION AGREEMENT and has provided the Certificate of Insurance described in paragraph 14 below can be considered for District awards.
10. Penalties assessed to participants for violation of the drug and alcohol rule during the Club sport season will not replace the penalty for school-sponsored activities.
11. To be considered for an award, participants must play in at least one-half of all scheduled games and must attend all practices and games unless an acceptable excuse is verified by the coach. Competition must be at a level comparable to high school varsity competition.
12. Student absences from school, which are related to participation in a recognized Club sport, will be documented as parental excused absences if the school receives appropriate notice from the participant's parent or legal guardian.
13. Club sport participants will be covered by appropriate accident insurance procured by the governing league, by the Club or by the participant's parents.
14. Prior to recognition by the District and before using the District's name in association with any Club sport, the Club shall provide the District with a Certificate of Insurance in an amount of at least \$1,000,000.00 that names the District as an additional named insured.

15. The Club agrees that it shall defend, hold harmless, and indemnify the District from all demands, claims, suits, actions, damages, liabilities, losses or legal proceedings arising on account of or relating in any way to the District's recognition of the Club sport/activity or the District's alleged association with it.
16. The Club shall provide all participating parents with a copy of this agreement.
17. It is the responsibility of the Club representative to ensure compliance with all of the terms of this Agreement.
18. This agreement is effective for one year upon approval of the Douglas School District Board of Education. However, Douglas School District #51-1 may cancel this agreement at any time for any reason without prior notice of cancellation.
19. The parties acknowledge that any prior agreement entered into between the District and a Club representative is null and void and has no effect.

School Board President
Douglas Board of Education
Douglas School District #51-1

Date

Sheryl Hasey
Coach/Representative

Kristin Sharp
Club Representative

9/20/25
Date

9/20/25
Date

INDIRECT COST RATE AGREEMENT

South Dakota Department of Education

Organization:
Douglas 51-1
400 Patriot Dr
Box Elder, SD 57719

Date: 10/01/2025
Agreement No: 202651001
Filing Reference: This replaces the agreement ending 06/30/2025

This agreement confirms approval and acceptance of the methodology, policy, and procedures the South Dakota Department of Education will use in establishing indirect cost rates for each public school district. These rates are for use in the award and management of Federal contracts, grants, and other assistance arrangements governed by Office of Management and Budget (OMB) 2 CFR Part 200 and Education Department General Administrative Regulations (EDGAR) 34 Parts 76.561(b) and (c) and 2 CFR § 200.1

The South Dakota Secretary of Education or a designed representative is granted authority to establish indirect cost rates for each district by the U.S. Department of Education, Indirect Cost Division. These rates will serve as the sole basis for budgeting and allocating indirect cost reimbursement under Federal programs. The application of these indirect cost rates is binding on all Federal agencies and subject to periodic review pursuant to single audit requirements for State and Local governments.

Section I – Rates and Bases

Type	From	To	Rate	Base	Applicable to:
Predetermined	07/01/2025	06/30/2026	1.90%	MTDC	Restricted
Predetermined	07/01/2025	06/30/2026	17.40%	MTDC	Unrestricted

Distribution Base:

MTDC Modified Total Direct Cost – Total direct costs excluding equipment, capital expenditures, participant support costs, pass-through funds, and the portion of each subaward (subcontract or subgrant) above \$50,000 (each award, each year).

Applicable to:

Unrestricted Unrestricted rates apply to programs that do not require a restricted rate per 34 CFR 75.563 and 34 CFR 76.563
Restricted Restricted rates apply to programs that require a restricted rate per 34 CFR 75.563 and 34 CFR 76.563

Treatment of Fringe Benefits:

Fringe benefits applicable to direct salaries and wages are treated as direct costs. Pursuant to 2 CFR § 200.431(b)(3)(i) unused leave costs for all employees are allowable in the year of

payment. The treatment of unused leave costs should be allocated as an indirect cost except for those employee salaries designated as a direct cost for the restricted rate calculation.

Capitalization Policy:

Items of equipment are capitalized and depreciated if the initial acquisition cost is equal to or greater than \$10,000.

Section II – Particulars

Calculation: The last five years of data reported on the Annual Report is utilized as the basis to calculate the listed predetermined discounted rates. This data may be found under the report section of your annual report system.

Limitations: Application of the rates contained in this Agreement is subject to all statutory or administrative limitations on the use of funds, and payments of costs hereunder are subject to the availability of appropriations applicable to a given grant or contract. Acceptance of the rates agreed to herein is predicated on the following conditions: (A) that no costs other than those incurred by the Organization were included in the indirect cost pools as finally accepted, and that such costs are legal obligations of the Organization and allowable under the governing cost principles; (B) the same costs that have been treated as indirect costs are not claimed as direct costs; (C) that similar types of information which are provided by the Organization, and which were used as a basis for acceptance of rates agreed to herein, are not subsequently found to be materially incomplete or inaccurate; and (D) that similar types of costs have been accorded consistent account treatment.

Accounting Changes: The rates contained in this agreement are based on the organizational structure and the accounting systems in effect at the time the proposal was submitted. Changes in organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rates in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

Provisional/Final/Predetermined Rates: A proposal to establish a final rate must be submitted. The awarding office should be notified if the final rate is different from the provisional rate so that appropriate adjustments to billings and charges may be made. Predetermined rates are not subject to adjustment.

Fixed Rate: The negotiated fixed rate is based on an estimate of the costs that will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to a subsequent rate calculation to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

Notification to Other Agencies: Copies of this document may be provided to other Federal or State agencies as a means of notifying them of the agreement contained herein.

Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based may be compensated for the in a subsequent negotiation.

Reimbursement Ceilings/Limitations on Rates: Awards that include ceiling provision and statutory/regulatory requirements on indirect cost rates or reimbursement amounts are subject to the stipulations in the grant or contract agreements. If a ceiling is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

Section III – Special Remarks

Alternative Reimbursement Methods: If any federal programs are reimbursing indirect costs by a methodology other than the approved rates in this agreement, such costs should be credited to the programs and the approved rates should be used to identify the maximum amount of indirect costs allocable.

Section IV – Approvals

By signing this agreement, the Douglas 51-1 agrees to the calculated indirect cost rates listed above for the effective time period.

For the Organization:

Douglas 51-1
400 Patriot Dr
Box Elder, SD 57719

For the State:

South Dakota Department of Education
Director of Finance and Management
800 Governor’s Drive
Pierre, SD 57501

DocuSigned by:

999472F6353A4DD...
Signature

Kevin Case
Name

Superintendent
Title

10/02/2025
Date

Signature

Cody Stoesser
Name

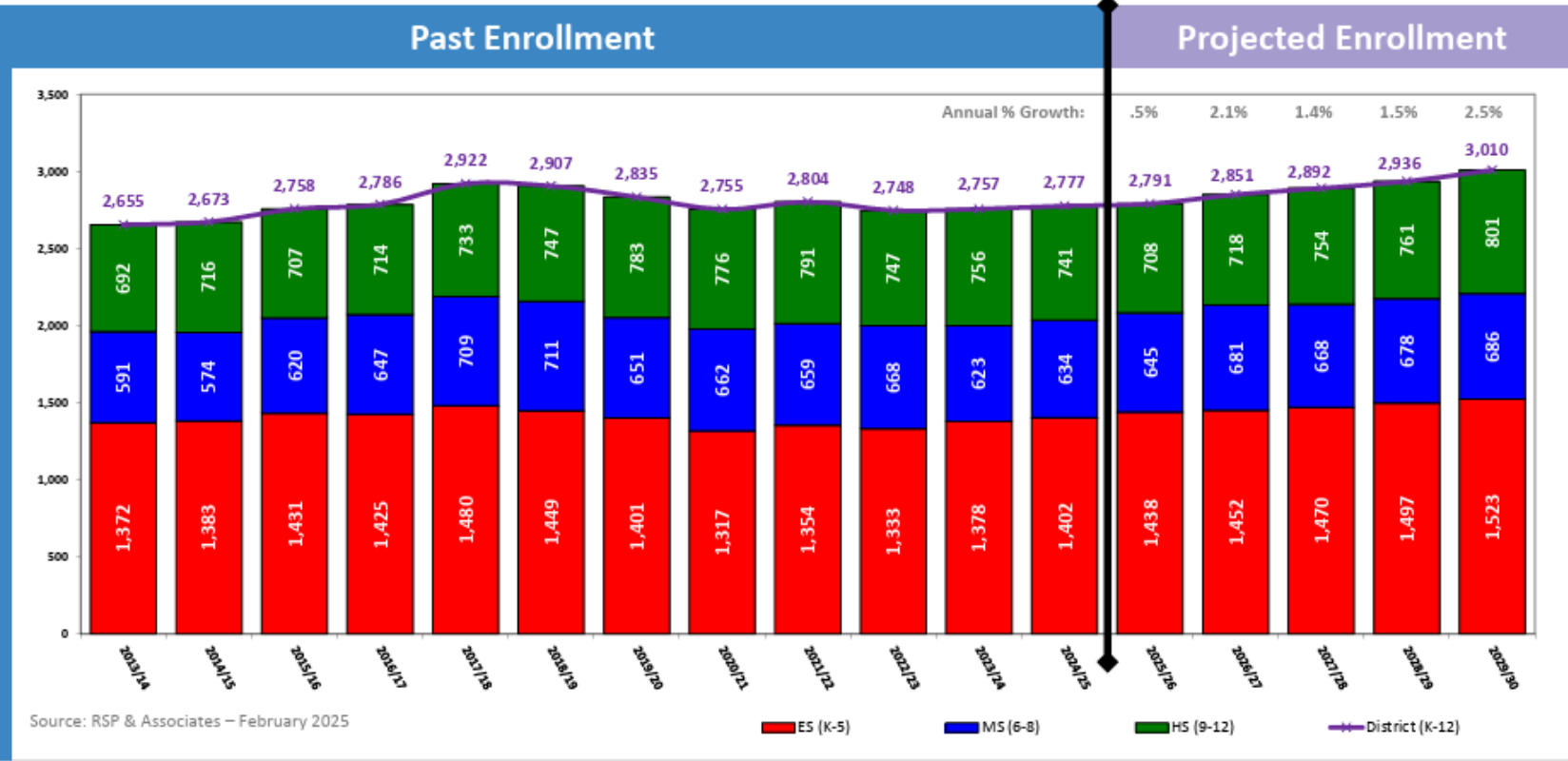
Director Division of Finance & Management
Title

Date

Past, Current, & Future Enrollment



Market Forecast



Source: RSP & Associates – February 2025

ES (K-5) MS (6-8) HS (9-12) District (K-12)

Note: Enrollment data includes out of district students

Observations:

- District enrollment is forecasted to increase by 233 students by 2029/30; totaling enrollment to 3,010 (+8.4%)
- K - 3rd Elementary enrollment is forecasted to increase by 71 students by 2029/30; totaling enrollment to 1,019 (+7.5%)
- 4th - 5th Elementary enrollment is forecasted to increase by 50 students by 2029/30; totaling enrollment to 504 (+11.0%)
- Middle School enrollment is forecasted to increase by 52 students by 2029/30; totaling enrollment to 686 (+8.2%)
- High School enrollment is forecasted to increase by 60 students by 2029/30; totaling enrollment to 801 (+8.1%)

Projections by Buildings

Douglas School District Projections By School

School	Educational Capacity	Enrollment Type (Past)	Past School Enrollment				Projections Based on Residence (1-5 years)					5-Year Utilization Percent
			2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	
Douglas Elementary Schools K to 3rd	1,033	Attend	913	890	936	948	969	985	992	1,005	1,019	98.6%
Vanderberg Elementary 4th to 5th	486	Attend	441	443	442	454	469	467	478	492	504	103.7%
Douglas Middle School 6th to 8th	612	Attend	659	668	623	634	645	681	668	678	686	112.1%
Douglas High School 9th to 12th	810	Attend	791	747	756	741	708	718	754	761	801	98.9%
DISTRICT TOTALS K to 12th	2,941	Attend	2,804	2,748	2,757	2,777	2,791	2,851	2,892	2,936	3,010	102.3%

Source: RSP & Associates, LLC - February 2025

Note 1: Student Projections are based on the residence of the student.

Note 2: The Enrollment Model is based on a Head count of students by Planning Area at each facility

Note 3: Transfers between Facilities are shown with Attend Projections

Note 4: The Enrollment Model assumes ES(K-5) MS(6-8) and HS (9-12)

Note 5: Each planning area is assigned the 2024/25 boundary

Note 6: School capacity provided by the District

Note 7: Attend is based on which facility the student attends

School Utilization Legend

- Over 100% School Capacity
- Under 70% School Capacity

Observations:

Capacity challenges are forecasted to be experienced at:

- Vanderberg Elementary from 2028/29 to 2029/30; school growth rate projected at 11.0%
- Douglas Middle School from 2025/26 to 2029/30; school growth rate projected at 8.2%
- District wide capacity for K-12 enrollment will be surpassed in 2029/30; district wide growth rate projected at 8.4%

Main Takeaway: District wide there are capacity concerns at the Elementary level and Middle School level for the next 5 years. Additional capacity is needed to ensure adequate space for enrollment growth. By 2029/30, District-wide enrollment is forecasted to surpass total capacity (K-12).



**Facilities Master Planning Committee Summary Document
February 2025 - Plan Finalized September 10, 2025**

In February of this year, a diverse group of 30-plus staff, parents, and community members came together to form the **Facilities Master Planning Committee**. Our charge was clear: to take an honest look at our schools, our enrollment trends, and our facilities, and then to prioritize what our district will need to support students not just today, but well into the future.

Priority 1

Embrace known challenges we know we can solve while continuing to seek federal funding for Elementary School #1.

**Ongoing, District-Wide
Capital Improvement Projects**

Plan A

Decisions are made based on what we know

Plan B

Decisions are made, contingent on federal dollars

CRITICAL PROJECTS

CONDITIONAL PROJECTS

Douglas Middle School Addition

(Secure Port of Entry, Admin, SpEd wing)

Funding: State Loan

Decision Point: BOE Approval

Next Steps: CD's January 2026;

Construction Begins - May 2026

Elementary School #1

(PreK-5, 640 Students, Creekside)

Funding: Federal/State/Local

Decision Point: Secure Federal Funding

Next Steps: Receipt of Federal Funding

Regardless of federal funding, DSD will continue to refine and further develop a robust, prioritized Capital Maintenance Improvement Plan to properly maintain our schools and equip them for the future.

[Go to FMP - Phase II for more information](#)

Priority 2 (Prioritized)

Federal Funding is not Secured

Federal Funding is Secured

Francis Case Addition

(+120 students, Secure Port of Entry, Administrative space)

Funding: State Loan

Decision Point: If Elementary #1 not funded by 7/1/2026

Next Steps: Develop Construction Drawings

Value Engineer Elementary School #1

Utilize **Value Engineering** to maintain both quality and functionality of the building while ensuring financial responsibility helping to maximize the number of district-wide capital improvement projects we can complete.

Vandenberg Addition

(4 classrooms by 2028-2029)

Funding: State Loan

Decision Point: If Elementary #1 is not funded by 7/1/2027

Next Steps: Develop Construction Drawings

Francis Case

(Evaluate Secure Port of Entry concepts & support Model Classroom Upgrades)

Funding: Local Funding

Decision Point: Federal Funding Secured, reference Ongoing Capital Improvements Plan

Next Steps: SD and DD for next steps

Badger Clark Addition

(Secure Port of Entry, Office/Classroom Expansion)

Decision Point: If Elementary #1 is not funded by 7/1/2028

Next Steps:

Concern: Gym/Cafeteria limitations

Badger Clark

(Evaluate Secure Port of Entry concepts & support Model Classroom Upgrades)

Funding: Local Funding

Decision Point: Federal Funding Secured, reference ongoing Capital Improvements Plan

Next Steps: SD and DD for next steps

This plan is not just about buildings and budgets. It's about people—our students, our staff, and our community. It reflects our input, our values, and our hopes for the future.



Facilities Master Planning - Phase II - **DRAFT**

Phase I of the Facilities Master Plan focused on immediate needs due to unprecedented growth.

Phase II focuses on potential next steps.

The following are additional projects that need to be further explored and prioritized.

Capital Improvements - Ongoing

Utilize State and Local Resources, \$20-22 Million to support ongoing Maintenance/Capital Improvement needs, add secure port of entries, additional space for support staff, and reclaim some existing classroom space at BC, DMS, FC.

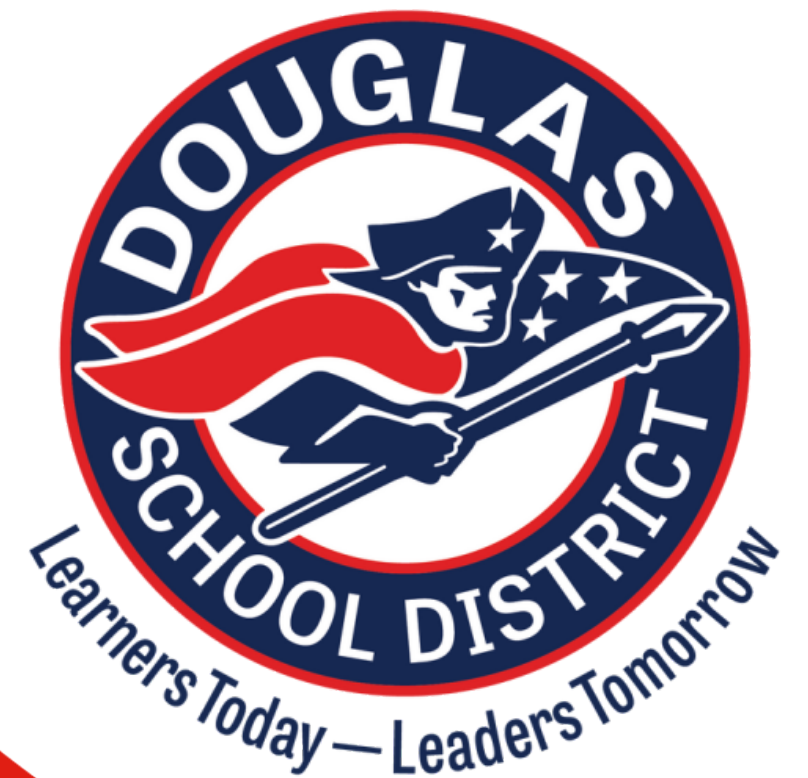
	Project 7	Expand Career & Tech Education (CTE) Facilities	Initial Thoughts: Explore the possibilities of the need for additional CTE space & programming at DHS. (POG)	Funding: OLDCC Grant III - Spring 2026 Decision Point: Next Steps: Cost:
	Project 8	Central Office	Initial Thoughts: Build an addition to support existing and potentially new staff, or build a new central office or lease central office space.	Funding: OLDCC Grant III - Spring 2026 Decision Point: Next Steps: Cost:
	Project 9	Technology Department	Initial Thoughts: Build new in combination with the Central office, or relocate to the Central Office.	Funding: OLDCC Grant III - Spring 2026 Decision Point: Next Steps: Cost:
	Project 10	Carrousel Building	Initial Thoughts: Consider options to expand, remodel, and upgrade, and/or explore decommissioning and rebuild new.	Funding: OLDCC Grant III - Spring 2026 Decision Point: Next Steps: Cost:
	Project 11	Bridge Program	Initial Thoughts: Build space off-site for the Bridge program or solicit a partnership with an outside agency.	Funding: OLDCC Grant III - Spring 2026 Decision Point: Next Steps: Cost:

Douglas Middle School Proposed Scope of Work and Timeline

COOP Architects
Douglas 51-1 Schools
Gustafson Builders



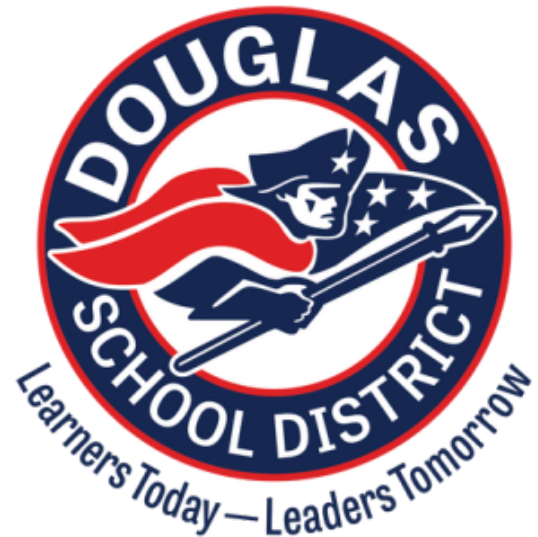
Visit Our Website:
DSDk12.net



Construction Manager at Risk

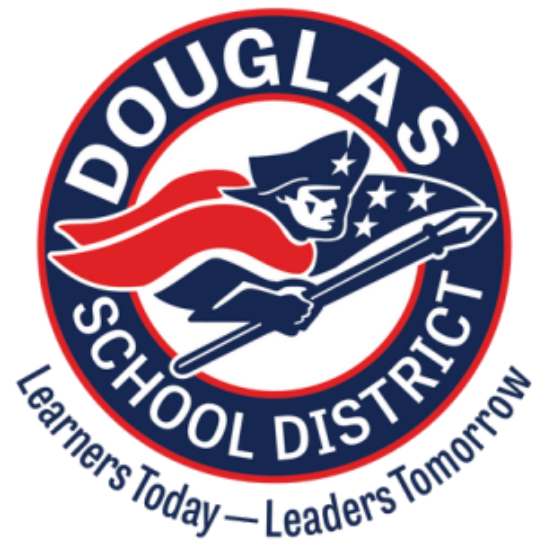
CMAR Concept - Gustafson Builders

- History - Interviewed during master planning process - DMS would be a continuation of that work;
- Establish a Budget - Not To Exceed Established Amount;
- Brief Comments From Gustafson Builders



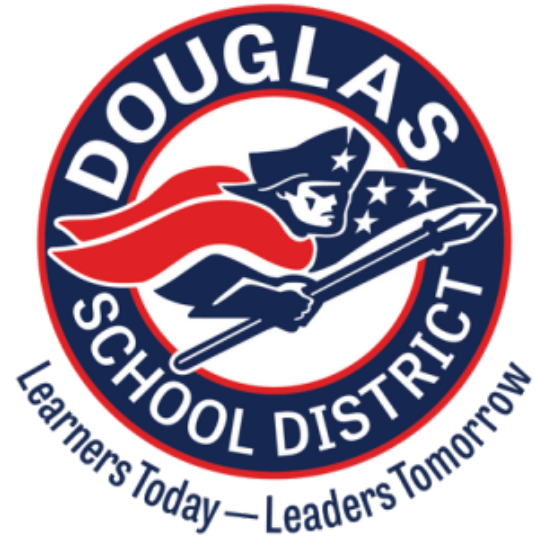
Overview of The Scope Of Work

Douglas School District - Middle School Addition/Remodel				
POTENTIAL UPGRADE		Pros/Resolved	Cons/Limitations	
Impact on Existing Site Plan		-cleans up front entry & removes canopy		
Parking & Traffic Flow		-rework front entrance traffic flow	-will need additional parking (East of Tower Road) -rework front entrance traffic flow	
Schematic Floor Plan (Basic programming details only) Potential Basic Floor Plan Scenario?		-addition fits in nicely with existing floor plan -remove seat walls in cafeteria, adds cafeteria space	-does not address additional gym space	
Enrollment Capacity (Impact on building capacity?)		-gain an additional 5 core classrooms -gain more functional SPED Classrooms	-keep grade levels in close proximity	
Safety & Security		-secure port of entry -vestibule no longer opens to cafeteria		
INITIAL COST ESTIMATES AS OF JULY 17, 2025				
Addition and Remodel				
Space Description	UNIT	QUANTITY	\$/UNIT	COST
Contractor Mobilization	EACH	1	\$10,000.00	\$10,000.00
Front Entry Addition	SQFT	11,000	\$425.00	\$4,675,000.00
Remodel	SQFT	5,000	\$175.00	\$875,000.00
Parking Lot Upgrades & Addition	EACH	1	\$500,000.00	\$500,000.00
<u>SUB-TOTALS</u>				\$6,060,000.00
Professional Services	6.50%			\$393,900.00
FF&E	10%			\$606,000.00
Construction Bid Contingency	8%			\$484,800.00
<u>TOTAL ESTIMATE COST</u>				\$7,544,700.00



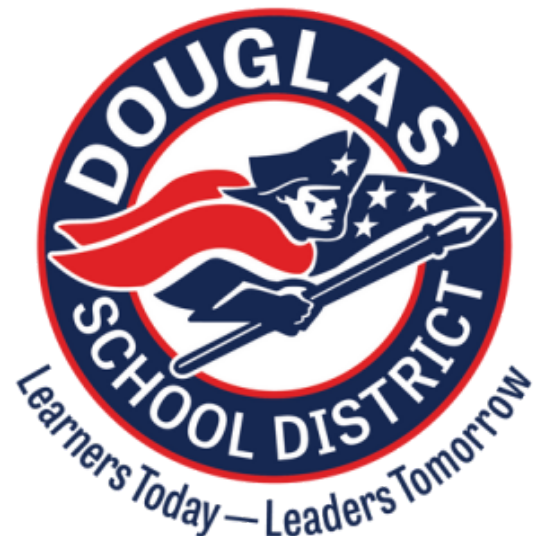
Building Program To Date

OFFICES	6		INCLUDES: PRINCIPAL, COUNSELOR, PSHYCHOLOGIST/CASE MANAGER, 3 ADDITIONAL OFFICES
RECEPTION	1	635 SF	
NURSE / COUSELOR / SRO	3		PART OF THE RENOVATION
CONFERENCE ROOMS	2		ONE MEDIUM SIZE AND ONE LARGE SIZE CONFERENCE ROOM
NEW CLASSROOMS	7		
ADDED CAPACITY	165 STUDENTS		2 GRADE CLASSROOMS (50) + 3 RECLAIMED CLASSROOMS (75) + 4 SELF CONTAINED (40)
TOTAL SF ADDITION		10875SF	
TOTAL SF RENOVATION		5000 SF	
RENOVATION SPACES STILL NEED TO BE DISCUSSED FURTHER FOR NEEDS			



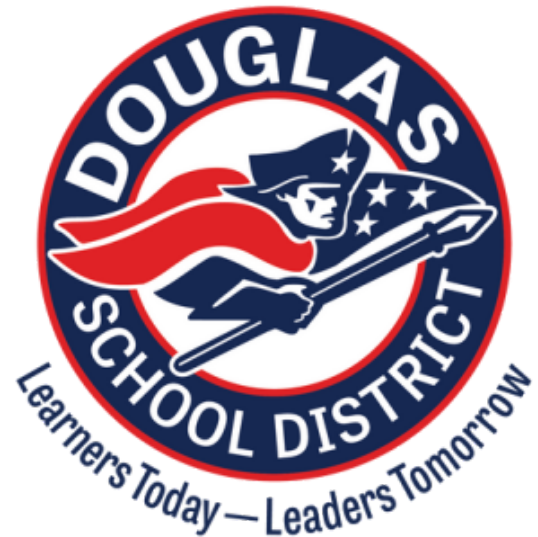
Proposed Timeline for DMS Addition

Schematic Design Complete	October 1, 2025
Approve Site Work - Survey & Geotech	October 14, 2025
Approve CM Concept	October
28, 2025	
User Groups -Input on Final Design	October - November
COOP Develop Construction Documents	October - January 2026
Bid Documents	
January 2026	
Award Bid	
February 2026	
Start Construction	Spring
2026	
New Addition Complete	May 2027
Renovation Complete	August

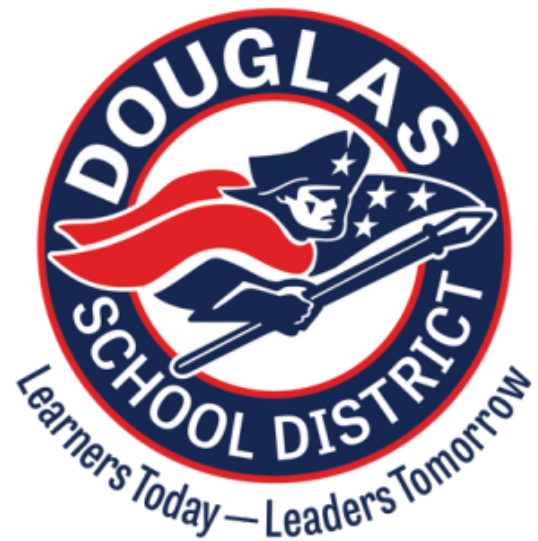
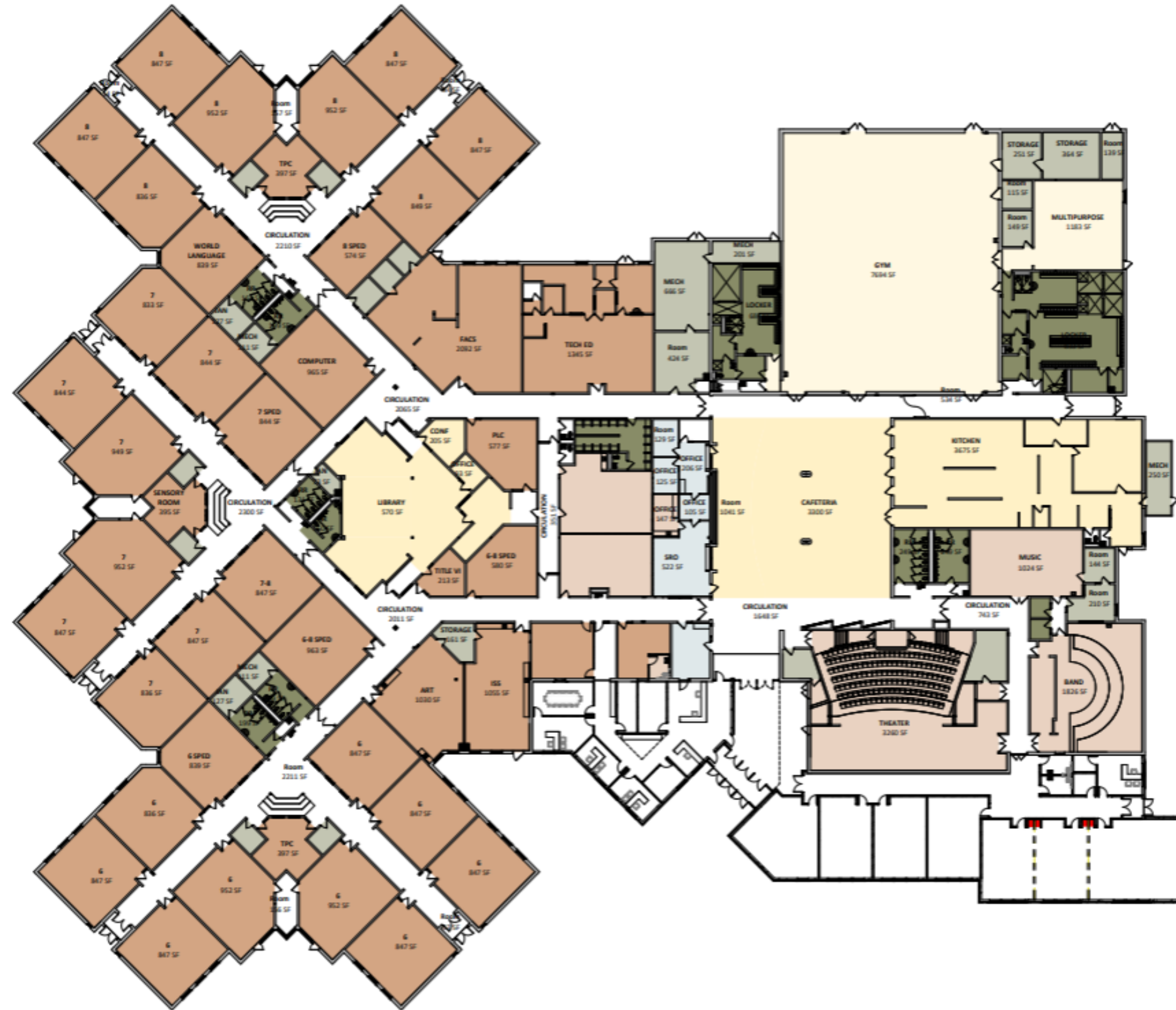


Overview of The Scope Of Work

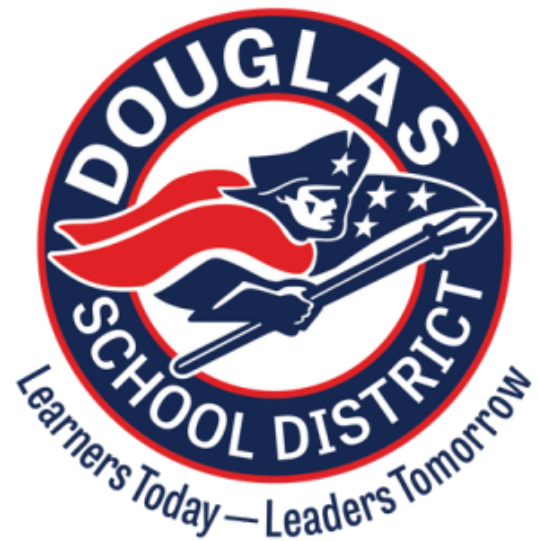
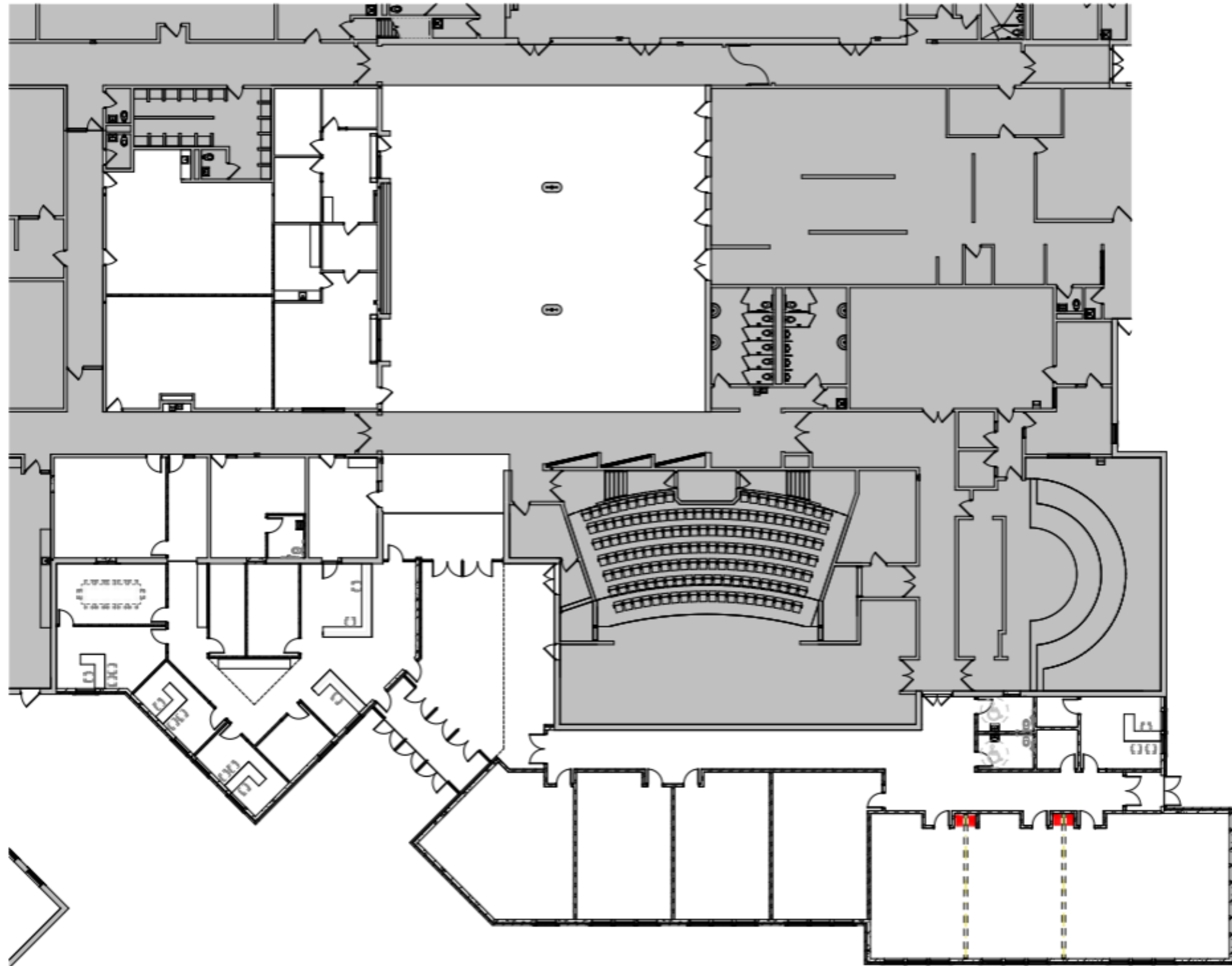
- Front Entry Addition
- Remodel & Repurpose
- Parking Lot Upgrades Coordinate with City
- Professional Services
- FF & E
- Construction Bid Contingency



Schematic Design To Date

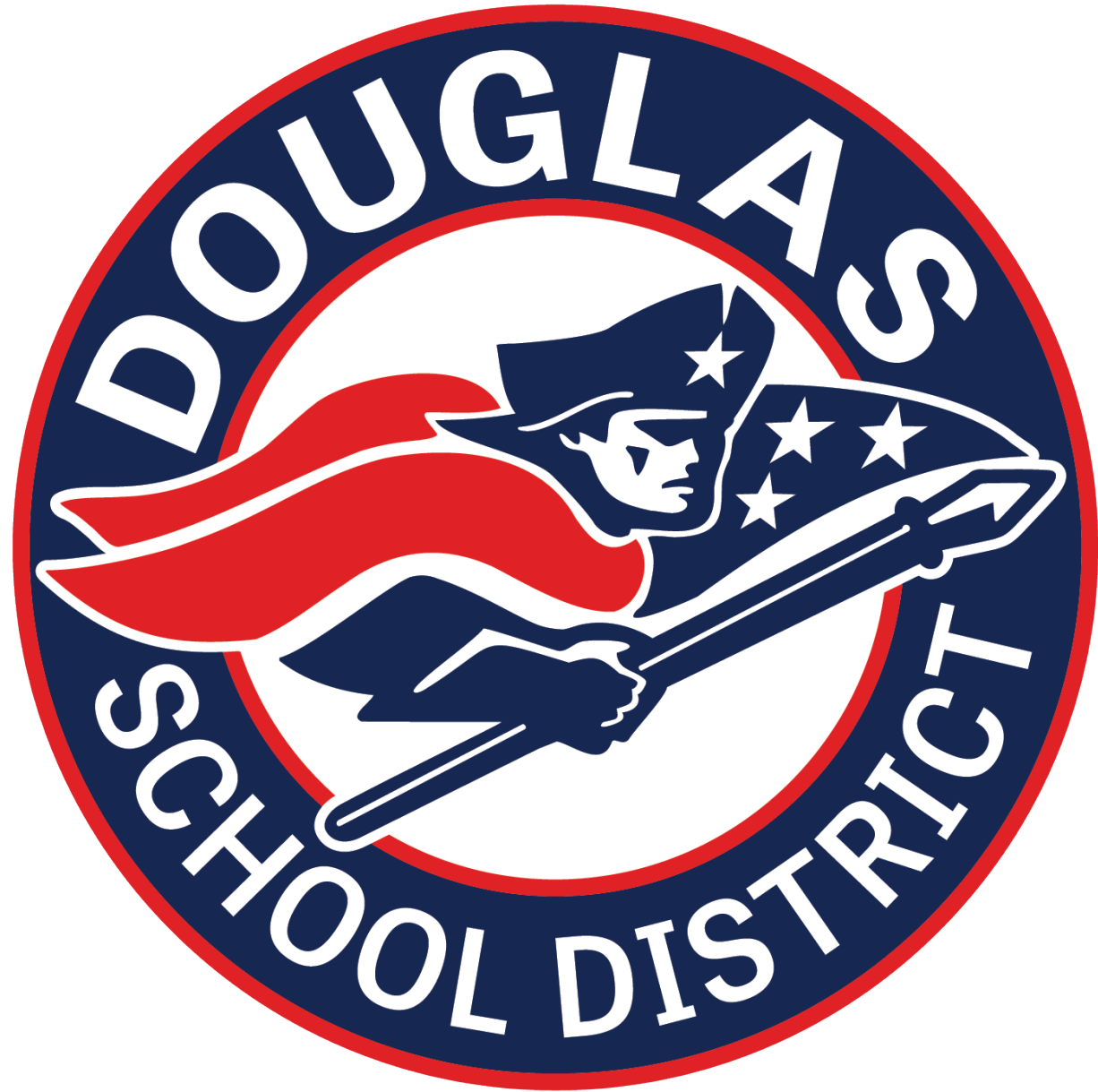


Schematic Design To Date









Department Name

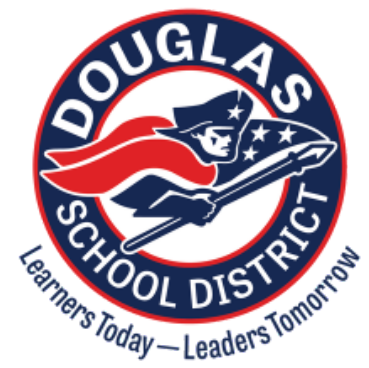
**First & Last Name
Name@k12.sd.us**

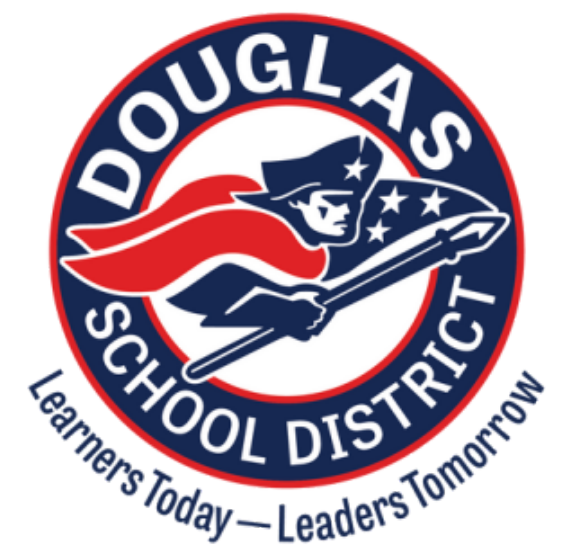


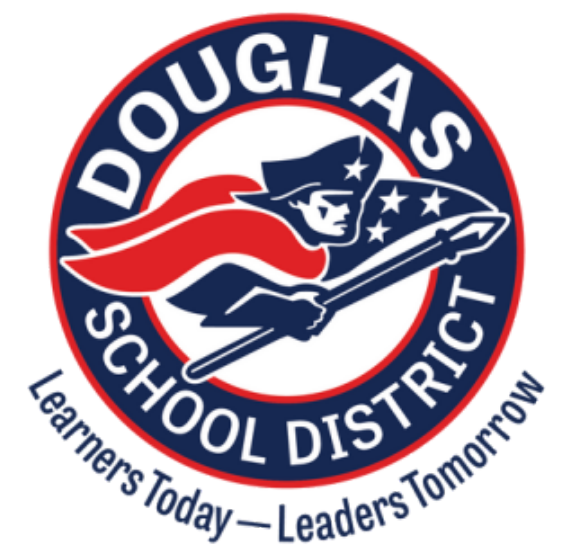














July 23, 2025

Mr. Jared Carda
CO-OP Architecture
600 Kansas City Street, Suite 1
Rapid City, South Dakota 57701

Subject: Cost Proposal - Geotechnical Exploration & Review
Proposed Douglas Middle School Additions
691 Tower Road
Box Elder, South Dakota

Dear Jared,

As requested, American Engineering Testing (AET) is pleased to submit a proposal for the subsurface exploration for use in the planning and design of the above referenced project to be constructed in Box Elder, South Dakota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Based on the information provided, we understand the project will consist of the construction of three (3) new additions to the existing Douglas Middle School, located at 691 Tower, in Box Elder:

- 2,400± ft² Administration
- 1,600± ft² Entrance
- 7,000± ft² Classrooms

All three (3) additions will be constructed on the southeast portion of the existing building and will be a single-story, concrete slab-on-grade structure. Site infrastructure will include a new paved parking lot on the east side of Tower Road, across from the school.

The purpose of the geotechnical study will be to determine the subsurface conditions at the site and to evaluate the suitability of the site soils for their use in constructing the proposed building additions and associated pavement. We assume access to the boring locations will be accessible with a truck mounted drill rig and four-wheel drive support truck.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | teamAET.com | AA/EEO

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SCOPE OF SERVICES

Field Exploration

Based on the information provided, the following scope of services will be provided:

- Stake/mark the proposed boring locations and arrange clearance of underground public utilities through SD One Call.
- Perform a total of four (4) standard penetration test (SPT) borings at the site – three (3) SPT borings to depths of approximately 15 to 20 feet below grade within the footprint of the new additions, with the remaining one (1) boring drilled to a depth of approximately 5 feet below grade within the area of the proposed new parking lot.

The borings will be advanced with either solid flite auger (FA) or hollow stem auger (HSA) using a truck mounted drill rig. The borings will be backfilled with auger cuttings and the surface restored.

Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The client/property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the client/property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using solid flite or hollow stem augers, and sampling by either the split-barrel method (ASTM D1586) or the ring lined-barrel method (ASTM D3550). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½-foot intervals to a depth of 15-feet, then every 5-feet to the proposed terminal boring depths (where applicable). Representative portions of recovered samples will be collected in sealed glass jars or capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes with auger cuttings and patch existing pavement (where applicable).

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include natural moisture content, dry density, Atterberg Limits, percent passing the #200 sieve, consolidation-swell potential, moisture-density relationship (Proctor), and California Bearing Ratio (CBR).

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

REPORT

We will prepare a geotechnical engineering report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the building area for structural support, including comments on the suitability of the on-site soils for reuse as fill, as well as imported fill requirements.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation movement.
- Backfilling procedures, including material types and compaction requirements.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Subgrade preparation for pavement support.
- Asphalt and concrete pavement thickness recommendations.
- Comments on other items which may affect final performance or constructability.

SCHEDULE

Weather and site access permitting, the drilling can be scheduled within about 10 working days from receiving a written notice-to-proceed. The drilling can be completed in 1 day. Laboratory testing will require approximately 7 to 10 working days to complete. The report can be submitted within about 10 working days following the completion of the laboratory testing.



FEES

Our fees for the scope of services described above will be charged on a lump sum basis of \$4,850.00, plus applicable state and local taxes. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement-Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact our office at 605-388-0029.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink that reads "Walt Feeger".

Walt Feeger, PE
Principal Engineer – West Division

Cost Proposal - Geotechnical Exploration
Proposed Douglas Middle School Additions
Box Elder, South Dakota
July 23, 2025



ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if applicable)

ACCOUNTS PAYABLE CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. South Dakota One Call), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



Date: July 18th, 2025

To: Mr. Kevin Case - Superintendent
Douglas School District

Engineer: Mr. Michael Towey, PE
Towey Design Group, Inc.

RE: Survey Services at Douglas Middle School
Box Elder, South Dakota

Dear Superintendent Case,

Thank you for the opportunity to present our proposal for survey services at the Douglas Middle School in Box Elder, SD. Based on our conversation with Mr. Jared Carda, CO-OP Architecture, Towey Design Group (TDG) would offer the following proposal to complete surveying services for the subject project.

Estimated Tasks

TDG proposes to complete the requested services on an hourly not to exceed basis. The following tasks are included within this scope of work:

- Legal Description: The unplatted portion of the NE1/4NW1/4 including that portion of the vacated Don Williams Drive right-of-way adjacent to said lot, Section 17, T2N, R9E
- Locate and identify above ground features such as buildings, sidewalks, curb/gutter, handicap ramps, parking striping, light poles, signs, trees, etc.
- Locate and identify public utilities such as sanitary sewer, water, and storm sewer, as available.
- Locate and identify private utilities such as electric, gas, comm, etc. as available.
- Provide AutoCAD Civil 3D and pdf copies of all work.

Estimated Fees

We have estimated our limiting fee for this project to be **One Thousand Six Hundred Twenty-Two Dollars and no cents (\$1,622.00)** plus local sales taxes. Insurance documents and or W-9's can be provided as requested.

Sincerely,

Michael Towey, PE
Towey Design Group, Inc.

ACCEPTED BY:

Signature

Exhibit A – TDG Standard Hourly Rates
Exhibit B – TDG Standard Terms and Conditions

Date

Cc: Bob Reiling, PLS



EXHIBIT A

2025 Hourly Rate Schedule

STAFF

Principal	\$145.00
Professional Engineer III	\$135.00
Professional Engineer II	\$125.00
Professional Engineer I	\$115.00
Engineer In Training III	\$105.00
Engineer In Training II	\$100.00
Engineer In Training I	\$90.00
Engineering Technician III	\$95.00
Engineering Technician II	\$91.00
Engineering Technician I	\$88.00
Engineering Intern II	\$88.00
Engineering Intern I	\$84.00
Administrative	\$80.00
Construction Observer II	\$101.00
Construction Observer I	\$96.00
Professional Land Surveyor III	\$131.00
Land Surveyor In Training II	\$104.00
Survey Technician II	\$88.00

REIMBURSABLES

Mileage (travel)	\$0.67
Mileage (survey)	\$0.80
Prints/Copies	cost
Travel/Lodging	cost

Hourly rates are subject to change on January 1 of each year. Increases will not exceed 5% annually. An updated Exhibit will be provided annually for review and approval.

TOWEY DESIGN GROUP, INC.

PO Box 67 | 147 Chisholm Drive | Box Elder, SD 57719
605.391.2190 | mtowey@toweydesigngroup.com



EXHIBIT B – STANDARD TERMS & CONDITIONS

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care

a. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the care and skill ordinarily used by members of TDG's profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG's services.

b. CLIENT shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to TDG pursuant to this Agreement. TDG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and TDG and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or TDG. TDG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against TDG because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to TDG

Invoices will be prepared in accordance with TDG's standard invoicing practices and will be submitted to CLIENT by TDG monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due TDG for services and expenses within 30 days after receipt of TDG's invoice therefore, the amounts due TDG will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TDG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until TDG has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

TDG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of TDG or TDG's officers, directors, partners, employees, and consultants in the performance of TDG's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG, TDG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable

fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG and TDG's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, TDG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of TDG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that TDG's negligence bears to the total negligence of CLIENT, TDG, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and TDG in Paragraph 7, "Limit of Liability," of this Agreement.

6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, TDG and TDG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them.

7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TDG and TDG's officers, directors, partners, employees, agents, and TDG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them, shall not exceed the maximum amount under TDG's insurance.

Towey Design Group, Inc.

475 Villa Drive, Suite #3 | Box Elder, SD 57719
605.600.3758 | mtowey@toweydesigngroup.com

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to TDG all amounts owing to TDG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

CLIENT shall arrange for safe access to and make all provisions for TDG and TDG's Consultants to enter upon public and private property as required for TDG to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that TDG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event TDG or any other party encounters a Hazardous Environmental Condition, TDG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that TDG is performing professional services for CLIENT and that TDG is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with TDG's activities under this Agreement.

11. Patents

TDG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Client Ownership and Reuse of Documents

All documents prepared or furnished by TDG pursuant to this Agreement are instruments of service, and TDG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold TDG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TDG. Files in electronic media format of text, data, graphics, or of other types that are furnished by TDG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, TDG makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TDG at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. TDG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

14. Force Majeure

TDG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond TDG's reasonable control.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and TDG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Consolidated Application
Title I, Part A (Improving Academic Achievement of Disadvantaged)
Title II, Part A (Improving Teacher Quality - Class Size Reduction)
Title IV, Part A (Student Support and Academic Enrichment Grants)

BUDGET FY 2026

REVENUE:		Original
66.4158.008	Title I, Part A Revenue	\$713,473.00
66.4159.998	Title II, Part A Revenue	\$184,656.00
66.4153.009	Title IV, Part A Revenue	\$92,889.00
	Carry Over	<u>\$0.00</u>
	TOTAL	\$991,018.00
EXPENDITURES:		
66.1273.012.008.111	CERTIFIED SALARIES	\$216,004.00
66.1273.012.008.112	INSTRUCTIONAL AIDES/PARA	\$58,282.00
66.1273.012.008.120	CERTIFIED SUBSTITUTES	\$0.00
66.1273.012.008.121	CLASSIFIED SUBSTITUTES	\$0.00
66.1273.012.008.130	OVERTIME/STIPENDS	\$0.00
66.1273.012.008.210	SOCIAL SECURITY	\$22,275.00
66.1273.012.008.220	RETIREMENT	\$17,471.00
66.1273.012.008.230	INSURANCE	\$17,760.00
66.1273.013.008.111	CERTIFIED SALARIES	\$227,206.00
66.1273.013.008.112	INSTRUCTIONAL AIDES/PARA	\$50,554.00
66.1273.013.008.120	CERTIFIED SUBSTITUTES	\$0.00
66.1273.013.008.121	CLASSIFIED SUBSTITUTES	\$0.00
66.1273.013.008.130	OVERTIME STIPENDS	\$0.00
66.1273.013.008.210	SOCIAL SECURITY	\$18,468.00
66.1273.013.008.220	RETIREMENT	\$14,485.00
66.1273.013.008.230	INSURANCE	\$17,743.00
66.1273.014.008.111	CERTIFIED SALARIES	\$189,152.00
66.1273.014.008.112	INSTRUCTIONAL AIDES/PARA	\$48,622.00
66.1273.014.008.120	CERTIFIED SUBSTITUTES	\$0.00
66.1273.014.008.121	CLASSIFIED SUBSTITUTES	\$0.00
66.1273.014.008.130	OVERTIME/STIPENDS	\$0.00
66.1273.014.008.210	SOCIAL SECURITY	\$15,405.00
66.1273.014.008.220	RETIREMENT	\$12,082.00
66.1273.014.008.230	INSURANCE	<u>\$28,164.00</u>
		\$953,673.00
66.2116.000.008.472	COMPUTER SOFTWARE (ADMIN)	<u>\$5,000.00</u>
		\$5,000.00
66.2128.012.008.411	NON-TECHNOLOGY SUPPLIES	\$3,500.00
66.2128.013.008.411	NON-TECHNOLOGY SUPPLIES	\$3,500.00
66.2128.014.008.411	NON-TECHNOLOGY SUPPLIES	<u>\$3,500.00</u>
		\$10,500.00
66.2556.006.008.332	MILEAGE	<u>\$5,000.00</u>
		\$5,000.00
	INDIRECT COSTS	<u>\$16,845.00</u>
		\$16,845.00
	GRAND TOTAL	\$991,018.00

**TITLE VI
INDIAN EDUCATION GRANT
BUDGET FY 2026**

REVENUE:		Original
66.4142.208		<u>\$76,163.00</u>
	TOTAL	\$76,163.00
EXPENDITURES:		
66.1121.020.208.111	CERTIFIED SALARIES	\$60,425.00
66.1121.020.208.210	SOCIAL SECURITY	\$4,623.00
66.1121.020.208.220	RETIREMENT	\$3,626.00
66.1121.020.208.230	INSURANCE	<u>\$7,489.00</u>
		\$76,163.00

GENERAL FUND EXPENDITURES

10.1121.020.208.315	REGISTRATION	\$250.00
10.1121.020.208.319	PROFESSIONAL SERVICES	\$4,250.00
10.1121.020.208.334	TRAVEL	\$3,600.00
10.1121.020.208.411	NON-TECHNOLOGY SUPPLIES	\$3,350.00
10.1121.020.208.461	FOOD	<u>\$1,000.00</u>
		\$12,450.00

**AFJROTC
BUDGET FY 2026**

REVENUE:		<u>Original</u>
66.4900.124		\$5,350.00
66.4900.125		\$500.00
	TOTAL	<hr/> \$5,850.00

EXPENDITURES:		
66.1131.030.124.319	PROFESSIONAL SERVICES	\$2,764.00
66.1131.030.125.319	PROFESSIONAL SERVICES	\$110.00
66.1131.030.124.334	TRAVEL	\$950.00
66.1131.030.125.334	TRAVEL	\$550.00
66.1131.030.124.411	SUPPLIES	\$1,026.00
66.1131.030.125.411	SUPPLIES	\$450.00
	TOTAL	<hr/> \$5,850.00