

SCHOOL BOARD MEETING

Wednesday, January 6, 2021

The School Board of the Sioux Falls School District 49-5 of Minnehaha County, South Dakota, was called into regular session, pursuant to due notice, on Wednesday, January 6, 2021 at 4:15 p.m. in the Instructional Planning Center, 201 East 38<sup>th</sup> Street. Sioux Falls, South Dakota, with the following members present: Nan Baker, Kate Parker, Vice President Carly R. Reiter, Todd Thielke, President Cynthia Mickelson. Absent: None.

Action ST00517

A motion was made by Carly R. Reiter and seconded by Kate Parker, five (5) votes “yes” on roll call **approving the minutes of a meeting** held on December 2, 2020 and which were furnished to the Sioux Falls Argus leader for publication, in unapproved form, all in accordance with SDCL §13-8-35.

Action ST00518

A motion was made by Nan Baker and seconded by Carly R. Reiter, five (5) votes “yes” on roll call, **approving the agenda** as presented.

\* \* \* \* \*

President Mickelson asked about any conflicts of interest. None were brought forward.

Action ST00519

A motion was made by Kate Parker and seconded by Carly R. Reiter, five (5) votes “yes” on roll call, **approving Item A through D on the consent agenda** as follows:

A. Approving the **Authorizations and Ratifications, as follow**

**A1. Amending Action**

- a. Amending Action ST00512A.2, adopted 12.02.20 by amending Contract Number 21-003 SD Department of Education to Contract No. 21-004 SD Department of Education (2021G-548).

**A2. Approval of Contracts****Item**

<b>No.</b>	<b>Contract Number</b>	<b>Contractor</b>	<b>Project</b>	<b>Cost</b>
a.	21-005 Southeast, BV	SD Department of Education	South Dakota Upskill Program	\$131,000+/-
b.	21-006 Southeast, RK	Bureau of Administration	Obligation Recovery Center	\$15,000+
c.	21-007 Southeast, MF	SD Board of Regents, SD BOTE, SD Tis	Data Sharing Agreement	See contract

**A3. Amendment of Contract 21-004 SD Department of Education**

**STATE OF SOUTH DAKOTA  
TECHNICAL COLLEGES COVID RECOVERY FUND  
REIMBURSEMENT AGREEMENT  
AMENDMENT #1 (Agreement Number 2021G-548)**

Accordingly, Grant Agreement 2021G-548 is hereby amended as follows:

**Section 3 is revised to read as follows:****3. Compliance with Laws and Federal Sub-recipient Status**

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Subrecipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A – Revised 12/09/2020 hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.

B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient

Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement

C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:

- Conflict of interest;
- Mandatory disclosures;
- Pre- and post-award requirements;
- Cost principles;
- Financial reporting;
- Pass-through/sub-recipient requirements;
- Audit requirements.

**Section 4 is revised to read as follows:**

4. The State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. The State will reimburse Sub-Recipient's COVID-19 expenditures as follows:

- A. COVID-19 Testing: Up to \$50,000.00;
- B. Personal Protective Equipment and Cleaning Supplies: Up to \$15,000.00;
- C. Instructional Technology and Equipment: Up to \$31,000.00;
- D. Department of Labor-approved Adult Education Program Expenses (i.e., curricular investments, facility safety, technological infrastructure, training supports): Up to \$23,130.00

The TOTAL CONTRACT AMOUNT is \$119,130.00. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

**Section 5 is revised to read as follows:**

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A – Revised 12/09/2020 or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*

**Section 6 is revised to read as follows:**

6. Indemnification and Remedies

A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.

B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in

the Agreement, including its Annex A – Revised 12/09/2020, the Sub-recipient hereby agrees to repay the State an amount equal to any amount disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

**Section 15 is revised to read as follows:**

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient’s obligations above shall in no way limit the application of the additional record requirements outlined in Annex A- Revised 12/09/2020 – Sub-recipient Responsibilities Annex.

**ANNEX A  
STATE OF SOUTH DAKOTA  
DEPARTMENT OF LABOR AND REGULATION  
Sub-Recipient Responsibilities Annex  
Amendment #1  
Between  
Southeast Technical College (Referred to as Sub-Recipient)  
and  
State of South Dakota Department of Education Board of Technical Education**

Accordingly, Grant Agreement 2021G-548 is hereby amended as follows:

Section A.1 is revised to read as follows:

**A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**

**1. FEDERAL AWARD IDENTIFICATION**

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) included in the attached Exhibit A – Revised 12/09/2020 and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit

A – Revised 12/09/2020 may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

Section A.3 is revised to read as follows:

**3. BASIS FOR SUBAWARD AMOUNTS:**

This grant is made for the purpose of reimbursing costs incurred by Sub-Recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act). This grant is intended to cover necessary expenses associated with response to the Coronavirus Disease 2019 (“COVID-19”) public health emergency as follows:

1. Curricular Investments
2. Facility Safety
3. Technological Infrastructure
4. Training Supports

**Exhibit A – Revised 12/09/2020  
FEDERAL AWARD IDENTIFICATION**

Sub-recipient’s name (which must match the name associated with the unique entity identifier): Southeast Technical College

- a. Sub-recipient’s name (which must match the name associated with the DUNS number): Southeast Technical College
- b. Sub-Recipient’s DUNS number and unique entity identifier: 932943542, 2021G-548
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: 03/27/2020
- e. Sub-award Period of Performance: 03/01/2020 – 12/30/2020
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement:  
23,130.00
- g. Total amount of federal funds obligated to the Sub-Recipient: 96,000.00
- h. Total amount of federal award committed to the Sub-Recipient: 119,130.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Coronavirus Relief Fund
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:  
US. Department of the Treasury, South Dakota Department of Education, Nick Wendell, 605-280-4331, [Nick.Wendell@state.sd.us](mailto:Nick.Wendell@state.sd.us)  
US. Department of the Treasury, South Dakota Department of Labor and Regulation, Kendra Ringstmeyer, 605-773-4136, [kendra.ringstmeyer@state.sd.us](mailto:kendra.ringstmeyer@state.sd.us)
- k. CFDA No(s) and Name(s): 23.019 Coronavirus Relief Fund
- l. Is this grant award for research and development (R & D)? No
- m. Indirect Cost Rate for federal award: The negotiated indirect cost rate or the allocation plan approved for the entity identified as Sub-recipient of this grant award notification applies to this grant award.

- B. Approving the **Consolidated Report of Trust and Agency Funds** of January 6, 2021 and stating for the record that as of November 30, 2020 receipts total \$17,678,477.46 and disbursements total \$16,062,169.18. (see MRF #ST388)
  
- C. Approving the **Vice President of Finance and Operation’s Report** of January 6, 2021 in accordance with the SDCL §13-8-35 (see MRF #ST389) and directing that detailed statement of receipts and balances on hand, as of November 30, 2020, be published as part of these minutes, in accordance with SDCL §13-8-3.
  
- D. **Accepting the Southeast Tech Personnel Report**, as follows:
  - D1. **Resignations.** Accepting the resignation of School District Personnel as of the effective date indicated, the personnel having been previously employed by Board Action, as follows:

<u>Name</u>	<u>Location/Position</u>	<u>Effective Date</u>
<b>Federal Work Study, part-time</b>		
Ebnet, Allyson	Student Success	12-15-20
Krause, Emily	Student Success	12-11-20
Lawrence, Samantha	Student Success	12-11-20
<b>Instructor, Adjunct, part-time</b>		
Campbell, Molly	Nursing	10-05-19
Engelking, Alicia	Nursing	03-17-20
Skoglund, Amy	CNA	12-02-19
Smidt, Marie	Nursing	02-26-20
Sprock, Maranda	Nursing	10-21-20
Vlaminck, Stephanie	Nursing	11-03-19
<b>Other Help, part-time</b>		
Larson, Brianna	Scarborough Ctr	12-09-20
<b>Student Help, part-time</b>		
Weber, Brookelyn	Scarborough Ctr	12-11-20

D2. **Employment Recommendations**

<u>Name</u>	<u>Location/Position</u>	<u>Effective Date</u>	<u>Amount</u>
<b>Federal Work Study, part-time, per hour</b>			
Van Zee, Mariah	Student Success	12-14-20	\$11.00
<b>Instructor, full-time, per annual</b>			
Ringling, Benjamin	Horticulture Tech 226 Day, 1.0 FTE, Lane 4, Step 10, 115 Days prorated	12-18-20	\$35,423.05
<b>Instructor, Clinical Instructor, Other Activity, part-time, per hour</b>			
Brandsrud, Diane	Nursing	12-14-20	\$35.00/\$24.00
Christensen, Daniel	Nursing	12-14-20	35.00/24.00
<b>Instructor, Other Activity, part-time, per hour</b>			
Duncan, Robin	General Ed	12-22-20	\$24.00
Heckenlaible, Justin	General Ed	12-08-20	24.00
Perkins-Hicks, Debra	General Ed	12-08-20	24.00
<b>Other Help, part-time, per hour</b>			
Jensen, Marcia	CNA	11-08-20	\$15.00

**Action ST00520**

VP of Academics Dr. Benjamin Valdez provided the Academic Affairs Update. (MRF #ST390)

Associate of Applied Science in Respiratory Therapist - Southeast Tech has been working with Avera McKennan Hospital and University Health Center on the design of an associate degree in respiratory therapy. The Respiratory Therapist associate degree training stresses the integration of knowledge and skills required to competently perform critical care services to patients. Respiratory Therapists are allied health specialists who play a crucial role within the health care team. Working closely with physicians and other health care professionals, they care for patients with respiratory and cardiovascular conditions.

Location Expansion to Huron SD - Southeast Tech in conjunction with Huron Regional Medical Center is wanting to expand the Medical Assisting program to be offered in Huron, SD at the Huron Community Center. Medical Assistants are collaborative members of the health care team, working under the supervision of a physician. MA's provide direct patient care by assisting with activities of daily living, giving medications in various ways including injections and performing many other cares necessary for patient treatment and care. MAs work in many settings that provide a number of scheduling options, clinics, home healthcare, government and private facilities.

Following general discussion, a motion was made by Todd Thoele and seconded by Kate Parker, five (5) votes "yes" on roll call **acknowledging the Academic Affairs report and approving Southeast Tech's request to offer an Associate of Applied Science in Respiratory Therapist and approve the expansion of the Medical Assisting diploma to Huron, SD at the Huron Community Center.**

**Action ST00521**

President Bob Griggs and VP of Academics Dr. Benjamin Valdez provided the Fall 2020 Overview Report. (MRF #ST391) The report provided an overview of the fall semester, including information on the final fall enrollment numbers, record fall-to-fall retention, placement rates for STC 2020 graduates and a summary of the COVID-19 isolation and quarantine cases on campus. Recent college program recognitions and honors, community student and staff volunteer activity, and a new diversity initiative for Spring 2021 was also shared.

Following general discussion, a motion was made by Carly R. Reiter and seconded by Nan Baker, five (5) votes “yes” on roll call **acknowledging the Fall 2020 Overview Report.**

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President Bob Griggs shared on Wednesday, January 6, Southeast Tech hosted First Premier Bank CEO Dana Dykhouse, Premier BankCard CEO Miles Beacom, and South Dakota Governor Kristi Noem as the group announced an extension of funding to support the Build Dakota Scholarship and also the creation of South Dakota’s first needs based scholarship.

Dana Dykhouse announced during the meeting that the Build Dakota endowment has grown by \$32 million since 2015, and at least 1,900 students have benefited from the scholarship opportunity. The Build Dakota program is expected to grow during the next five years, with \$2 million annually being contributed from T. Denny Sanford, the State of South Dakota, industry partners, and an annual contribution from interest on the Build Dakota endowment.

Thanks to a \$50 million endowment from First Premier Bank and philanthropist Denny Sanford, South Dakota will be creating a needs-based scholarship program. The program will be called the Premier Scholarship fund, and Noem indicated she would ask lawmakers to match that with another \$50 million in state funds this upcoming legislative session.

**Action ST00522**

On motion by Carly R. Reiter and seconded by Nan Baker, five (5) votes “yes” on roll call, the School board **adjourned** at 5:12 p.m.

CYNTHIA MICKELSON  
Presiding Officer

TODD VIK  
Business Manager