

## 2011-12 Proposed Budget Items - Reductions

**Total Proposed Reductions: \$137,950**

### **Elementary**

**Total: \$27,000**

Reduce Secretary From 100 % to 50%  
RIF One Graceville Colony Aide  
Reduce Library Media Budget Reduction  
Reduce Elementary Music Supply Budget  
Reduce Library Aide to 50%  
Remove Graceville Colony Field Trips to Public Library  
Remove SASD Membership  
Reduce Elementary General Supply

### **Middle School**

**Total: \$11,300**

Remove Modules Update  
Reduce Postage  
Reduce Library Position 50%  
Reduce Supplies  
Remove SASD Membership

### **High School**

**Total: \$20,800**

Remove Secretary from 50% to 0%  
Remove SASD Membership Dues  
Reduce Postage & Printing  
Reduce Supply Budget  
Decrease Substitute Use  
Reduce Library Aide by 50%

### **Other**

**Total: \$65,250**

Remove ESA Membership  
Technology Positions Shift  
Remove 1 SPED Para  
SASD Membership Dues  
Remove Nursing -Hospital  
Health Nurse Contract

### **Co-Curricular**

**Total: \$13,600**

Reduce Co-Curricular Supply Budgets 10%  
Reduction in Co-Curricular Events  
4 Golf Events - 2 Boys & 2 Girls  
4 Tennis Events - 2 Boys & 2 Girls  
1 Cross Country Event  
1 Gymnastics Event  
1 Track & Field Event  
1 Wrestling Event  
1 Marching Band Event  
2 FFA Events  
1 FCCLA Event  
1 FBLA Event  
1 Debate Event  
1 Oral Interp Event  
1 MS Contest in VB, FB, BBB, GBB, WR, T&F, and OI



4/17

STATE OF SOUTH DAKOTA  
CONTRACT FOR PROVIDING SCHOOL HEALTH SERVICES  
BETWEEN

Madison Central School District #39-2  
800 Northeast 9<sup>th</sup> Street  
Madison, SD 57042  
Referred to as "School"

South Dakota Department of Health  
615 East 4<sup>th</sup> Street  
Pierre, SD 57501  
Referred to as "State"

The State hereby executes an agreement for providing school health services to the School.

I. THE STATE

- A. The State's services designated in this agreement shall begin on June 1, 2011, and end May 31, 2012. State will not pay for any services provided by School unless this contract is signed by all parties BEFORE SCHOOL BEGINS TO PROVIDE SERVICES.
- B. The State agrees to provide 115 hours of the services listed below (which includes time spent traveling) at a rate of \$20.00 per hour, representing 43% of the cost of providing these services. The remaining 57% is subsidized by federal monies currently available to the State at the time of contracting.

**Preventive Care For Children**

- X   1. Health assessments in grades Pre-Kindergarten, 5<sup>th</sup> & any referral  
Recommended schedule
  - Kindergarten
  - 5<sup>th</sup> grade
  - Any school child on referral

- X   2. Scoliosis screening:
  - Girls 5<sup>th</sup>, 7<sup>th</sup> and any referral
  - Boys 8<sup>th</sup> & any referral

Recommended screenings for girls

- 5<sup>th</sup> and 7<sup>th</sup> grades
- Any school child on referral

Recommended screenings for boys

- 8<sup>th</sup> or 9<sup>th</sup> grade
- Any school child on referral

- X   3. Vision screening for grades Pre-kindergarten, 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup> & any referral  
Recommended schedule

- Kindergarten
- 1<sup>st</sup> or 2<sup>nd</sup>
- 3<sup>rd</sup> or 4<sup>th</sup>
- 5<sup>th</sup>
- 7<sup>th</sup>
- 8<sup>th</sup>
- 10<sup>th</sup> or 11<sup>th</sup>
- Any school child on referral

  X   4. Hearing screening for grades Pre-kindergarten & any referral  
Recommended schedule

- Kindergarten
- Once between 1<sup>st</sup> and 6<sup>th</sup>
- Once between 7<sup>th</sup> and 12<sup>th</sup>
- Any school child on referral

       5. Developmental screening in grades \_\_\_\_\_ and any school aged child on referral.

**Student Education**

  X   1. Provide student education in any or all of the following areas:

- X   a. Growth and Development: Puberty Changes, (menstruation, breast and testicular self-exam)
- X   b. Oral Health
- X   c. Nutrition (sports nutrition, 5-day)
- X   d. Hygiene (handwashing)
- X   e. Injury Prevention (farm safety, helmet, seatbelt, suicide)
- X   f. Tobacco & Substance Abuse

C. The State agrees to provide 0 hours of the services listed below (which includes time spent traveling) at a rate of \$40.00 per hour, representing the actual cost of providing these services.

**Additional Preventive Care For Children**

       1. Assistance with athletic physicals.

**Student Education**

1. Education to students in the following areas:

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**Employee Preventive Screening**

- \_\_\_\_\_ 1. Health promotion screenings including blood pressure screenings, blood sugar screenings, hemoglobin screenings, and urine screenings.

**Employee Education**

- \_\_\_\_\_ 1. Education to staff in any or all of the following subject areas:
- \_\_\_\_\_ a. Worksite Wellness;
  - \_\_\_\_\_ b. Emergency Response by School Personnel
  - \_\_\_\_\_ c. Universal Precautions/Infection Control
  - \_\_\_\_\_ d. Educational sessions regarding specific disease/process (such as diabetes, seizures, ADD, etc.)

- \_\_\_\_\_ 2. Education to staff in the following areas:

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**Head Lice Infestation**

Assessment of groups of school children for head lice infestations and employee education on head lice outbreak control will not be a part of this contract. The need for these services is not predictable. The school may request these services but the negotiation and billing of these services will be separate from this contract.

**II. THE SCHOOL**

- A. The School will pay the State a total sum of \$2,300.00 for services provided. Payments are to be sent to the Remittance Center, PO Box 5055, Sioux Falls, SD 57117.
- B. The School agrees to provide clerical support as needed to provide services (such as assistance in directing students to screenings.)
- C. The School agrees to provide space appropriate for services provided (including space that allows privacy for scoliosis screening and health assessments, quiet area for hearing screenings, etc.)

D. The School agrees to distribute information to parents regarding services provided under Section I.B. and I.C.

E. **INSURANCE:** School agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

School shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

2. Certificates of Insurance:

Before beginning work under this Contract, School shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, School agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. School shall furnish copies of insurance policies if requested by State.

F. The School 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 or other proceedings that may arise as a result of performing services hereunder. This section does not require the School to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.

G. This contract does not require school to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

III. OTHER PROVISIONS

A. **INTEGRATION/CHOICE OF LAW AND FORUM:** This contract contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this contract. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in Sixth Judicial Circuit Court, Hughes County, South Dakota.

B. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.

C. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the School Contact Person on behalf of School, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

D. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be

terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.

- E. **LOBBYING:** School agrees to not use any of the funds received pursuant to this contract for lobbying purposes. School further agrees that if this contract involves federal funds or federally mandated compliance, the School is in compliance with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including Certification and Disclosure, 29 C.F.R. § 93.110 (1990).
- F. **NONASSIGNMENT/SUBCONTRACTING:** School shall not assign this contract, or any portion thereof, without the prior written consent of State. School's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The School may not use subcontractors to perform the services described herein without the express prior written consent of State. School will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this contract, to indemnify the State, and to provide insurance coverage in a manner consistent with this contract. School will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- G. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** School agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject School or State to liability. Reporting to State under this section does not satisfy School's obligation to report any event to law enforcement or other entities as required by law.
- H. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- I. **SMOKE FREE WORK PLACE:** School agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered. SDCL §§ 22-36-2 to 22-36-4.
- J. **DRUG FREE WORK PLACE:** School agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. State reserves the right to terminate this contract if School, or any of its employees or agents, is convicted of using illegal drugs. School further agrees that if this contract involves federal funds or federally mandated compliance, then School is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. §§ 701 et seq.).
- K. **RECYCLING:** State strongly encourages School to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- L. **CIVIL RIGHTS POLICY:** Both parties agree to provide services covered by this contract without regard to race, color, sex, religion, national origin, creed, marital status, age or disability as prohibited by state or federal law.
- M. **AUDIT REQUIREMENTS:**  
(EXPENDING \$500,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) (School), expending \$500,000 or more in one year in Federal awards, must have an annual audit made in accordance with Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions and the Auditor General's guidelines.  
  
All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.  
  
Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. **PERSONNEL:** Neither the School nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life, malpractice insurance, and retirement membership or credit.

- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to School.
- P. **RECORD RETENTION/EXAMINATION:** School agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **FEDERAL AND STATE LAWS:** School agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- R. **AMERICANS WITH DISABILITIES ACT:** School agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendments thereto.
- S. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** School agrees that neither School, nor any of School's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. School will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if School, or any of School's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. School further agrees that if this contract involves federal funds or federally mandated compliance, then School is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- T. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of School's business, will become the sole property of State. State hereby grants School the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of School's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of School shall be delivered to State upon completion or termination of services under this contract.
- U. **FORCE MAJEURE:** Neither School nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

The parties signify their agreement by signing below.

\_\_\_\_\_  
 Colleen Winter, Director  
 Health and Medical Services  
 Department of Health

\_\_\_\_\_  
 President, School Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Kari J. Weisbeck  
 Administrator, Financial Management  
 Department of Health

\_\_\_\_\_  
 School Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

School District's Mailing Address and  
Telephone Number:

800 Northeast 9<sup>th</sup> Street

Madison, SD 57042

605-256-7700

