

Council of Juvenile Services

Proposed Meeting Agenda

June 28, 2017 3:00 PM, CDT – June 29, 2017 11:30 AM, CDT

Best Western Ramkota Hotel

1400 8th Ave NW, Aberdeen, SD 57401

Call in #: 1-866-410-8397

Call in Passcode: 636 279 6441

Wednesday, June 28, 2017 Dakota Room D

- 3:00 PM Welcome, Introductions, and Review Agenda (Chair Betty Oldenkamp)
- 3:10 PM Conflict of Interest Discussion and Disclosures (Chair Oldenkamp and Bridget Coppersmith)
- 3:20 PM JDAI Update Presentation (Angie Collignon)
- 4:00 PM Young Voices Presentation
- 5:30 PM Recess
- 5:45 PM Optional Tour of New Beginnings Center for CJS Members

Thursday, June 29, 2017 Dakota Room D

- 8:30 AM Approval of March 2017 Meeting Minutes (Chair Oldenkamp)
- 8:40 AM Compliance Status and OJJDP Update (Bridget Coppersmith)
- 9:00 AM Budget Status Report (Bridget Coppersmith)
- 9:15 AM Subgrant Updates (Bridget Coppersmith and Heather Van Hunnik)
- 9:30 AM DOC Recommendations for Funding Delinquency Prevention Applications (Bridget Coppersmith)
- 10:00 AM DOC Recommendations for Funding of Native American Programs Applications (Bridget Coppersmith)
- 10:30 AM Juvenile Justice Reinvestment Initiative (JJRI) Update (Bridget Coppersmith and CJS Members)
- 11:10 AM Juvenile Justice Updates (Open to CJS Members)
- 11:20 AM Next Meeting Location and Dates (Chair Oldenkamp)
September 6th and 7th in Rapid City, SD
- 11:30 AM Wrap-up and Adjourn (Chair Oldenkamp)

Meeting Minutes -DRAFT
South Dakota Council of Juvenile Services
March 29, 2017

Statewide Dakota Digital Network (DDN) Locations

Wednesday, March 29, 2017

Council of Juvenile Services Members Present at DDN Locations: Betty Oldenkamp, Chair and CEO of Lutheran Social Services; Beth O'Toole, Vice-Chair and Professor at the University of Sioux Falls; Dadra Avery, School Counselor at Sturgis Brown High School; Keegan Binigar, Youth Member; Keith Bonenberger, Community Member; Kristi Bunkers, Director of Juvenile Services; Kim Cournoyer, Service Provider; Chuck Frieberg, Director of Trial Court Services; Renee Gallagher, Youth Member; Judge Steven Jensen, First Judicial Circuit Presiding Judge; Mike Leidholt, Hughes County Sheriff; Aaron McGowan, Minnehaha County States Attorney; Sara McGregor-Okroi, Director of Alii-County Vanessa Merhib, Executive Director of Boys & Girls Club of Brookings, Moody, and Yankton Counties; Lyndon Overweg, Mitchell Chief of Public Safety; Carol Twedt, Former Minnehaha County Commissioner; and Virgena Wieseler, Director of Division of Child Protection Services.

Council of Juvenile Services Members Absent: Taniah Apple, Youth Member; Austin Biers, Youth Member; and Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator.

Others Present at DDN Locations: Secretary Denny Kaemingk, Bridget Coppersmith and Heather Van Hunnik, South Dakota Department of Corrections (DOC); Greg Sattizahn, State Court Administrator; and Brenda Binigar.

1. WELCOME, INTRODUCTIONS AND AGENDA REVIEW

Chair Betty Oldenkamp welcomed everyone to the meeting at 2:07 PM on March 29, 2017 and introductions were made. Chair Oldenkamp introduced Keith Bonenberger and Chuck Frieberg as the newest members appointed by Governor Dennis Daugaard and stated that they filled the slots of Nancy Allard and Amy Lake-Harmon. Chair Oldenkamp noted that the meeting was also being shown via live webcast through South Dakota Public Broadcasting and that meeting materials could be found on open.sd.gov on the Boards and Commissions Portal.

2. DISCLOSURE OF CONFLICTS OF INTEREST

Bridget Coppersmith explained that even though there were no funding related actions being taken by the Council, the agenda item of "Disclosure of Conflicts of Interest" was on the agenda to demonstrate the Council's decision to align practices with SDCL 3-23.

Coppersmith asked if any Council Members had conflicts of interest with the proposed agenda to disclose. No conflicts were disclosed.

3. APPROVAL OF DECEMBER 2016 CJS MEETING MINUTES

Carol Twedt moved to approve the December 2016 meeting minutes, Kristi Bunkers seconded. Motion carried unanimously.

4. BUDGET STATUS REPORT AND SUBGRANT UPDATES

Coppersmith provided an overview of the Formula FFY2013 and FFY2014 budget status as the two awards were combined into one award amount of \$797,616. Coppersmith explained that program areas under the award started drawing down funds in September 2016 resulting in a remaining balance of \$654,171.41 as of March 21, 2017. Coppersmith noted that the combined award has an anticipated end date of September 2018 and that spending patterns will be easier to analyze at future meetings after more funds have been expended and applications are received for new subgrant awards. Coppersmith provided

an update regarding all awarded subgrants and explained that delinquency prevention and disproportionate minority contact (DMC) subgrants are making progress and spending in accordance with their awards and the Native American Program award to Cheyenne River was ready to start drawing down funds after a hold regarding missing documentation.

5. COMPLIANCE MONITORING REPORT AND PLAN SUBMISSION

Coppersmith explained that recent Formula Grant Applications have been separated into two submissions due to new divisions at the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Coppersmith stated that the first section which contained the Compliance Monitoring Report was submitted by the due date of February 28th.

Heather Van Hunnik provided an overview of the DMC section that was submitted with the Compliance Monitoring Report and contains data from various states of the juvenile justice system for the state of South Dakota and Minnehaha and Pennington Counties. Van Hunnik explained that statewide, minority youth have the highest rates of overrepresentation at the stages of arrest and detention and that the stage of arrest is also the highest stage of overrepresentation in Minnehaha and Pennington Counties.

Coppersmith presented an overview of the compliance monitoring report for the period of October 1, 2015 – September 30, 2016. Coppersmith explained that based on the summary produced in the compliance monitoring tool from OJJDP, South Dakota is eligible for a finding of full compliance with de minimis exceptions with the Deinstitutionalization of Status Offenders (DSO) requirement based on 32 violations, full compliance with the separation requirement, and substantive de minimis compliance with the jail removal requirement based on 30 violations. Coppersmith added that one DSO violation was from the Roberts County Detention Center where an accused status offender was held longer than allowable parameters, one DSO violation was from the Minnehaha County Juvenile Detention Center where an adjudicated status offender was held longer than allowable parameters, and the remaining 30 violations DSO and all 30 jail removal violations were from the Yankton County Jail where accused status offenders were held in adult jail cells awaiting transport or release to parents.

Coppersmith noted that all reported violations have been discussed with the facilities reporting violations and that DOC staff believe that the violations will not result in a continued pattern of violations. Coppersmith added that DOC staff developed a plan to increase information sharing and site visits in response to the increase in violations. Specifically regarding the Yankton County Jail violations, Coppersmith explained that staff believes the violations were isolated incidents associated with confusion regarding the differences between status and delinquent offenders and that the issue appears to be resolved. Coppersmith noted that due to the violations crossing two reporting periods for compliance, there will be a handful of violations in next year's reporting period as well. That being said, staff do not expect violations going forward as the jail implemented a new policy to address the issue and has been diligent on ensuring youth are held appropriately since being notified of the violations.

Discussion ensued regarding content in the DMC plan, the violations associated with the Yankton County Jail, and the fact that youth held in jail cells were sight and sound separate from adult offenders and were not held in general population areas.

Chair Oldenkamp turned the meeting over to Vice-Chair Beth O'Toole at 3:00 PM.

6. APPROVAL OF FY2017 FORMULA GRANT APPLICATION

Coppersmith provided an overview of the FY2017 Formula Grants Program Application which was to be submitted to OJJDP by April 17, 2017. Coppersmith explained that the application is the second plan update to the FY2015 3-Year Plan and that the application builds on the original plan and the first update which was submitted and approved in 2016. Coppersmith noted that the main change from previous plans consisted of identifying which budget program areas would be passed through to units of local governments, programs of local private agencies, programs of Indian tribes that perform law enforcement functions, or directly by the state. Coppersmith explained that South Dakota is planning to

pass through \$320,000 which exceeds the required \$256,641 based on the anticipated award amount of \$400,000.

Discussion ensued concerning the content of the application and Coppersmith asked that any edits be sent to her following the meeting.

Aaron McGowan moved to approve the FY2017 Formula Grant Application with the understanding that DOC staff will update the application as needed prior to submission, Lyndon Overweg seconded. Motion carried unanimously.

7. JUVENILE JUSTICE UPDATES

Kristi Bunkers explained that when looking at the impacts of the Juvenile Justice Reinvestment Initiative (JJRI) on minority race and ethnic groups, there is a reduction of Native American Youth committed to the Department of Corrections in FY2017 to date.

8. NEXT MEETING LOCATION AND DATES

Coppersmith explained that the next meeting will be June 28th and 29th in a location to be determined. Coppersmith added that a Positive Action Training will be June 6th and 7th in Pierre, SD.

9. WRAP-UP AND ADJOURN

At 3:24 PM, Kim Cournoyer moved to adjourn, Carol Twedt seconded. Motion carried unanimously.

Recorded by Bridget Coppersmith, Juvenile Justice Specialist

South Dakota and the JJDP

Senate Bill 202 made the necessary changes to state law to bring South Dakota back into compliance with the Juvenile Justice Delinquency and Prevention Act (JJDP) in 2003.

The JJDP, as amended, establishes four core requirements with which participating states and territories must comply in order to receive juvenile justice funding under the Act:

(1) Deinstitutionalization of Status Offenders (DSO) - Refers to the removal of status offenders and non-offenders from secure juvenile detention and correctional facilities, jails and lockups for adult offenders.

Juveniles charged with status offenses, offenses which would not be criminal if committed by an adult, should not be placed in secure detention or correctional facilities. Abused, dependent, or neglected youth may never be held securely.

(2) Sight and Sound Separation - Refers to providing separation between adults and juveniles in secure settings.

During the temporary period of time in which a juvenile may be held in an adult jail or lockup for processing, they need to be kept sight and sound separated from adult offenders.

(3) Jail Removal - Refers to the removal of juveniles from adult jails and lockups.

Juvenile offenders shall not be securely detained in adult jails or police lockups.

(4) Disproportionate Minority Contact (DMC) - Refers to the reduction of minority over-representation where it exists within the juvenile justice system.

States must address over-representation of minority youth at different decision points of contact within the juvenile justice system.

The juvenile holding matrix on the following pages outlines how juveniles can be held either securely or nonsecurely in adult and juvenile facilities in South Dakota to ensure that the state remains in compliance with the first three core requirements.

Definitions

Abused or Neglected Child: 26-8A-2 defines the term abused or neglected child as a child who:

- (1) has been abandoned or subject to mistreatment or abuse;
- (2) Lacks proper parental care;
- (3) Whose environment is injurious to the child's welfare;
- (4) Whose parent or guardian fails or refuses to provide proper care necessary for the child's health, guidance, or well being;
- (5) Who is homeless;
- (6) Who is threatened with substantial harm;
- (7) Who has sustained emotional harm or mental injury;
- (8) Who is subject to sexual abuse, molestation, or exploitation;
- (9) Who was subject to prenatal exposure to abusive use of alcohol, marijuana, or any controlled drug or substance; or
- (10) Whose parent or guardian knowingly exposes the child to an environment being used for the manufacture, use, or distribution of drugs.

CHINS (Status Offender): 26-8B-2. "Child in need of supervision" defined. In this chapter and chapter 26-7A, the term, child in need of supervision, means:

- (1) Any child of compulsory school age who is habitually absent from school without legal excuse;
- (2) Any child who has run away from home or is otherwise beyond the control of the child's parent, guardian, or custodian;
- (3) Any child whose behavior or condition endangers the child's own welfare or the welfare of others;
- (4) Any child who has violated any federal, state, or local law or regulation for which there is not a penalty of a criminal nature for an adult, except violations of subdivision 34-46-2(2), or petty offenses; or
- (5) Any child who has violated § 35-9-2 or 32-23-21.

Delinquent: 26-8C-2. "Delinquent child" defined. In this chapter and chapter 26-7A, the term, delinquent child, means any child ten years of age or older who, regardless of where the violation occurred, has violated any federal, state, or local law or regulation for which there is a penalty of a criminal nature for an adult, except state or municipal hunting, fishing, boating, park, or traffic laws that are classified as misdemeanors, or petty offenses or any violation of § 35-9-2 or 32-23-21.

Accused: A juvenile with respect to whom a petition has been filed in the juvenile court or other action has occurred alleging that such juvenile is a juvenile offender.

Adjudicated: A juvenile who has been declared a CHINS (Status Offender) or a delinquent by the judge.

For more information please refer to publications located on the DOC webpage:
<http://doc.sd.gov/about/council/>
or contact Heather Van Hunnik at the DOC.
Phone: 605-773-3478
E-mail: Heather.VanHunnik@state.sd.us

Holding Juveniles in Accordance with the JJDP and South Dakota State Law

*South Dakota Council of Juvenile
Services and the
South Dakota Department of
Corrections*





U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

May 30, 2017

Kevin McLain
Director of Research and Grants
3200 E. Highway 34
Pierre, SD 57501

Via Electronic Mail

Dear Director McLain:

This letter is to notify you that the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) will conduct a field audit to assess the adequacy of South Dakota's compliance monitoring system pursuant to 42 U.S.C. 5633, Section 223(a)(14) of the Juvenile Justice and Delinquency Prevention (JJDP) Act. This audit will include a review of the state's FFY 2016 compliance data, and has been scheduled for the week of July 17-21, 2017.

OJJDP will conduct a desk review prior to arrival in South Dakota. To allow sufficient time for this portion of the audit process, we ask that you forward the following materials by no later than Monday, July 3, 2017. These documents will become part of the State of South Dakota's official Compliance Monitoring file, maintained by OJJDP:

1. The legal and/or administrative policies and procedures that authorize your agency to conduct monitoring for the JJDP Act core requirements. This includes:
 - (a) authority, as it may exist, to collect, analyze and manage compliance monitoring data and to conduct the on-site inspection of facilities.
 - (b) authority, as it may exist, to receive, investigate and correct violations of the JJDP Act;
2. A complete list of all public and private, juvenile and adult detention and correctional facilities in the State of South Dakota, including, but not limited to adult jails, adult lockups, prisons, collocated facilities, court holding facilities, youthful offender institutions, juvenile detention centers, and training schools. Also included should be group homes, shelter care and any other secure or non-secure facilities where juveniles may be detained or placed pursuant to public authority. This list should

include the classification of each facility (public/private, juvenile/adult/juvenile and adult, secure/non-secure, and residential/non-residential) date of the last inspection by or on behalf of your agency, and date of the next scheduled inspection. Please include a description of how this list is updated, and how all facilities are classified;

3. Forms and certifications used by State, local, and private facilities to collect and report JJDP Act compliance monitoring data to your Agency, to include any forms that monitors may utilize to assess/document the adequacy of each facility's record keeping system and sight/sound separation (where applicable);
4. A document describing the persons and agencies responsible for monitoring compliance with the JJDP Act core requirements, including percent time, and source of salary (e.g. federal Title II Formula grant funds, State funds); and/or any relevant MOUs that cover the monitoring process;
5. A detailed explanation of any sampling or projection techniques used in monitoring (e.g. methods used for selecting facilities for on-site inspection and data verification);
6. State law(s), regulations, executive orders, or court orders that require the deinstitutionalization of status offenders and non-offenders, separation of juveniles and adults, and removal of juveniles from adult jails and lockups. These should include, for example, the State's legal or administrative definition of sight and sound separation and the legal and/or administrative definition of a secure facility as contained in the state's criminal and juvenile codes, regulations, or other documents. Please provide links to these laws, regulations, or orders if they are available online;
7. A written description, showing which of the exceptions allowed by the JJDP Act and Formula Grants Program Regulation are used by the State (i.e. accused delinquents held for up to six hours in jails and lockups) and how the criteria for using each one is satisfied by the State of South Dakota; and
8. A copy of South Dakota's most recently updated compliance monitoring manual(s), which may include any or all of the information described above.

As discussed with your staff, we will need to interview those persons who have primary responsibility for carrying out compliance monitoring in South Dakota. The audit will also include site visits to a sample of facilities in the state's monitoring universe. A tentative agenda is now under development. For each facility to be inspected, we will compare the on-site admissions logs with violation records maintained by your agency for the October 1, 2015 to September 30, 2016, which is the 2016 Federal Fiscal Year period. Please ensure that this data is available for our review during the week in question. OJJDP will also conduct both an entrance and exit interview as part of this audit. We welcome attendance from State Advisory Group representatives or from anyone in your agency wishing to participate in the audit process.

In closing, facility staff and others scheduled to participate in this field audit are likely to have a number of questions about the OJJDP audit process. Please refer to the OJJDP Handbook, *Audit of Compliance Monitoring Systems*, located at www.ojjdp.gov/compliance and feel free to contact us at the numbers and email

addresses below if we may provide additional information.

We look forward to working with you to make this important process successful.

Sincerely,

Didier A. Moncion
OJJDP Compliance Analyst
202.598.9590
Didier.moncion@usdoj.gov

cc: Betty Oldenkamp
State Advisory Group Chairperson

Bridget Coopersmith
Juvenile Justice Specialist
JABG Coordinator

Heather Van Hunnik
Compliance Monitor
DMC Coordinator

Karen Bachar
OJJDP SCD Program Manager

June 2017 Budget Status Report

FFY 2013 and FFY 2014 Formula Grant Awards (Projected End Date: 9/30/2018)

State Program Title	Federal Budget	Exp to Date (6/20/2017)	Current Balance (6/20/17)	Projected Expenses through 6/30/2017	Projected Balance 6/30/2017	Budget Narrative
Delinquency Prevention	\$290,000.00	\$135,928.61	\$154,071.39	\$40,812.62	\$113,258.77	- Close out two current subgrants - June 2017 Positive Action Training - Start new prevention subgrant(s) (pending CJS approval)
Planning/Admin	\$50,000.00	\$26,122.63	\$23,877.37	\$3,000.00	\$20,877.37	- Costs associated with Formula Grant Program implementation by DOC administration staff
Council of Juvenile Services	\$28,667.00	\$5,078.25	\$23,588.75	\$3,500.00	\$20,088.75	- Quarterly meetings - SFY2017 Annual Report
Deinstitutionalization of Status Offenders	\$42,000.00	\$17,085.39	\$24,914.61	\$3,000.00	\$21,914.61	- County Reimbursement Program
Separation	\$21,000.00	\$8,542.74	\$12,457.26	\$1,500.00	\$10,957.26	
Jail Removal	\$42,000.00	\$17,085.39	\$24,914.61	\$3,000.00	\$21,914.61	
Compliance	\$40,000.00	\$10,774.85	\$29,225.15	\$5,000.00	\$24,225.15	- Costs associated with compliance monitoring by DOC administration staff
Disproportionate Minority Contact (DMC)	\$160,000.00	\$38,216.67	\$121,783.33	\$6,000.00	\$115,783.33	- Two current subgrants - Costs associated with DMC by DOC administration staff
Native American Programs	\$123,949.00	\$18,144.28	\$105,804.72	\$1,855.72	\$103,949.00	- Close out current subgrant - New prevention NAP subgrant (pending CJS approval)
Total	\$797,616.00	\$276,978.81	\$520,637.19	\$67,668.34	\$452,968.85	

POSITIVE ACTION CURRICULUM APPLICATION

South Dakota Department of Corrections

3200 E Highway 34

c/o 500 E Capital Ave

Pierre, SD 57501

Phone: (605) 773-3478

Fax: (605) 773-3194

RECEIVED

JUN 12 2017

DEPT. OF CORRECTIONS

APPLICATION DUE: June 16, 2017

Applications with original signatures must be submitted received by the Department of Corrections by close of business June 16, 2017. Scanned and faxed applications will not be accepted.

PLEASE FILL OUT THIS FORM COMPLETELY TO AVOID DELAYS IN PROCESSING THIS APPLICATION

School System Name:	McIntosh School District 15001: McIntosh Elementary School
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The proposal must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the material in the order requested. If you need additional room to respond to the component, please attach additional sheets. Please note that all of these steps assist in evaluating the proposal.

Description – Provide a brief overview that describes program implementation, identification of schools, grades, and staff, and how the use of this money will be used to improve delinquency prevention efforts within your school system.

The McIntosh School District will implement the Positive Action Curriculum at the following grade levels at the McIntosh Elementary School:

1. Grades PK and K: using the Kindergarten Instructor's Kit
2. Grades 1 and 2: using the Grade 2 Instructor's Kit
3. Grades 3 and 4: using the Grade 4 Instructor's Kit
4. Grades 5 and 6: using the Grade 6 Instructor's Kit

The PK-12 School Counselor will implement the program, teaching one lesson per week on average for each grade level. Because there are over 100 lessons per grade level, one curriculum for two grade levels seems adequate for our needs.

This curriculum will supplement our efforts at the elementary level to help at risk youth as well as all youth to become and remain happy and successful. It will be utilized along with other researched programs, such as Too Good for Violence, DARE, and LifeSkills, to provide a strong positive choices guidance curriculum throughout the McIntosh Elementary School that will have variety as well as proven effectiveness for reducing delinquency.

This funding has been made available to school systems to be used in a manner that will improve delinquency prevention efforts in your school system. Provide a budget for the funds for curriculum in an amount up to \$2,500. A match is not required for this award.

BUDGET	Federal	Match	TOTAL
Curriculum			
12000 Kindergarten Instructor's Kit	\$450.00	\$0.00	\$450.00
12200 Grade 2 Instructor's Kit	\$400.00	\$0.00	\$400.00
12400 Grade 4 Instructor's Kit	\$400.00	\$0.00	\$400.00
12600 Grade 6 Instructor's Kit	\$400.00	\$0.00	\$400.00
12001 Kindergarten Refresher Kit	\$150.00	\$0.00	\$150.00
12201 Grade 2 Refresher Kit	\$150.00	\$0.00	\$150.00
12401 Grade 4 Refresher Kit	\$150.00	\$0.00	\$150.00
12601 Grade 6 Refresher Kit	\$150.00	\$0.00	\$150.00
Shipping Cost (10% of total cost)	\$225.00	\$0.00	\$225.00
TOTAL	\$2475.00	\$0.00	\$2475.00
Total Budget	\$2475.00	\$0.00	\$0.00
Share of Project Budget	100.00%	0.00%	0.00%

Curriculum Narrative – Explain the curriculum costs related to the implementation of the program. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “curriculum” will not be accepted as these items must be detailed. You need to identify what you anticipate for expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Curriculum – List kits that are to be purchased and show how you calculated these costs. Briefly explain the reasoning behind the choice of each requested kit.

We plan to purchase the following kits at the following prices from the Positive Action Program:

Kindergarten Instructor's Kit for \$450
 Grade 2 Instructor's Kit for \$400
 Grade 4 Instructor's Kit for \$400
 Grade 6 Instructor's Kit for \$400

We also plan to purchase the following Consumable bundles so that we have enough curriculum for approximately three years:

Kindergarten Refresher Kit for \$100
 Grade 2 Refresher Kit for \$150
 Grade 4 Refresher Kit for \$150
 Grade 6 Refresher Kit for \$150

We will need to pay 10% shipping cost. The curriculum prices and shipping cost were acquired by utilizing the Positive Action current Price List. We intend to utilize federal funding for all of these items as the total cost is \$2475 and is within the \$2500 allowed.

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Your signature under this section indicates that the applying agency understands that a successful subgrant award under this application will be subject to the conditions and awards comparable to those as follows.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement by October 30, 2017 for only those expenditures outlined in the application approved by the SD Department of Corrections.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity -
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
9. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

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2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
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10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
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Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials that certify this document agree to spend the money as outlined within this proposal in order to access the funds. Proposals must be approved by DOC prior to expenditure of funds, items must be purchased before September 30, 2017, and claims must be submitted to DOC no later than October 30, 2017 in order to be eligible for reimbursement.

The Applicant Agency/Subgrantee hereby certifies agreement with the above special conditions, assurances and certifications.

Original Signatures are Required			
A. School System Superintendent			
Name	Curtis Huffman	Title	Acting Superintendent
Address	PO Box 80	City/State/Zip	McIntosh, SD 57641
E-mail	curtis.huffman@k12.sd.us	Phone	(605) 273-4227 Fax 273-4531
Signature	Curtis Huffman	Date	6-9-17
B. Program Director (If different than the Superintendent)			
Name	Sue Bubbers	Title	School Counselor
Address	PO Box 80	City/State/Zip	McIntosh, SD 57641
E-mail	sue.bubbers@k12.sd.us	Phone	(605) 273-4227 Fax 273-4531
Signature	Sue Bubbers	Date	6/9/2017
A. Financial Officer (County/Organization Officer Overseeing Financial Aspects of Award)			
Name	Kathy Sieck Chase	Title	Business Manager
Address	PO Box 228	City/State/Zip	McIntosh, SD 57641
E-mail	kathy.chase@k12.sd.us	Phone	(605) 273-4227 Fax 273-4531
Signature	Kathy Sieck Chase	Date	6/9/17

Applications must be submitted received by the Department of Correction by June 16, 2017.

Please submit your proposal to:

South Dakota Department of Corrections
Attn: Bridget Coppersmith
3200 E Highway 34
c/o 500 E Capital Ave
Pierre, SD 57501
Phone: (605) 773-3478
Email: Bridget.Coppersmith@state.sd.us

Sunday, June 11, 2017

South Dakota Department of Corrections
Attn: Bridget Coppersmith
3200 E. Highway 34
c/o 500 E. Capital Ave
Pierre, SD 57501

RE: Positive Action Curriculum Application

Dear Ms. Coppersmith,

I hope this letter finds you well. This letter is sent as a high priority. My name is Rodriguez Broadnax. I am the new superintendent of McIntosh School District. I am sending this email to follow up with you concerning the Positive Action Curriculum Application, which my district has applied for and sent to your office.

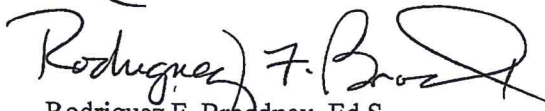
I would like to thank you for allowing my team to sign off on the application before I arrive to the district. My team sent out the application and you should receive it by the due date, Friday, June 16, 2017. As the new superintendent, I am in full agreement with our district applying and hopefully obtaining the Positive Action Curriculum. If the district is able to obtain this grant, it will serve as an excellent component and addition to the overall curriculum of our elementary school.

As stated in our application/proposal, our District Counselor will implement the said curriculum, as it will supplement the district's efforts at the elementary level to assist at risk students and allow other students to maximize student achievement while developing skills that will allow them to experience success in other areas.

Finally, I would like to thank you in advance for reviewing and considering our application for the Positive Action Curriculum. If the grant is awarded to our district, it will be implemented with diligence and maximum effectiveness as it will also align with the McIntosh School District's vision: **To provide every student the skills necessary to succeed in this rapidly changing world.**

If you have any questions or concerns, please don't hesitate to contact my office at (605) 273 - 4298 or via email at rod.broadnax@k12.sd.us

All the Best,


Rodriguez F. Broadnax, Ed.S.
Superintendent of Schools

Cc: Sue Bubbers, District Counselor
Kathy Chase, Business Manager
Curtis Huffman, Elementary Principal

POSITIVE ACTION CURRICULUM APPLICATION

*South Dakota Department of Corrections
3200 E Highway 34
c/o 500 E Capital Ave
Pierre, SD 57501
Phone: (605) 773-3478
Fax: (605) 773-3194*

RECEIVED
JUN 13 2017
DEPT. OF CORRECTIONS

APPLICATION DUE: June 16, 2017

Applications with original signatures must be submitted received by the Department of Corrections by close of business June 16, 2017. Scanned and faxed applications will not be accepted.

PLEASE FILL OUT THIS FORM COMPLETELY TO AVOID DELAYS IN PROCESSING THIS APPLICATION

School System Name:	EDMUNDS CENTRAL SCHOOL DISTRICT
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The proposal must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the material in the order requested. If you need additional room to respond to the component, please attach additional sheets. Please note that all of these steps assist in evaluating the proposal.

Description – Provide a brief overview that describes program implementation, identification of schools, grades, and staff, and how the use of this money will be used to improve delinquency prevention efforts within your school system.

Edmunds Central School District would implement Positive Action Curriculum in the Fall of 2017. The implementation would begin with grades PK, 4, 5, 6, 7, 8 as well as in our high school health classes.

We believe these grades would make the largest impact. Research states: Studies of criminal activity by age consistently find that rates of offending begin to rise in preadolescence or early adolescence, reach a peak in late adolescence, and fall through young adulthood (see, e.g., Farrington, 1986a; National Research Council, 1986). Some lawbreaking experience at some time during adolescence is nearly universal in American children, although much of this behavior is reasonably mild and temporary. Although the exact age of onset, peak, and age of desistance varies by offense, the general pattern has been remarkably consistent over time, in different countries, and for official and self-reported data.

"The Development of Delinquency." Institute of Medicine and National Research Council. 2001. *Juvenile Crime, Juvenile Justice*. Washington, DC: The National Academies Press. doi: 10.17226/9747.

In addition, we have a ½ day PK class for our 4 year old students. This is an environment we feel is imperative to being proactive in your behavior and attitude at school. This tool will aid and greatly assist our instruction.

We have also included the Counselor and Resolution kits as interventions for those students who may need additional instruction.

This funding has been made available to school systems to be used in a manner that will improve delinquency prevention efforts in your school system. Provide a budget for the funds for curriculum in an amount up to \$2,500. A match is not required for this award.

BUDGET	Federal	Match	TOTAL
Curriculum			
Grade 4 Instructor's Kit	\$400.00	\$0.00	\$0.00
Grade 5 Instructor's Kit	\$400.00	\$0.00	\$0.00
Grade 7 Instructor's Kit	\$450.00	\$0.00	\$0.00
High School Instructor's Kit – Project Kit #3	\$500.00	\$0.00	\$0.00
Counselor's Kit	\$200.00	\$0.00	\$0.00
Pre-K Instructor's Kit	\$400.00	\$0.00	\$0.00
Conflict Resolution	\$150.00	\$0.00	\$0.00
Total Budget	\$2500.00	\$0.00	\$0.00
Share of Project Budget	0.00%	0.00%	0.00%

Curriculum Narrative – Explain the curriculum costs related to the implementation of the program. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “curriculum” will not be accepted as these items must be detailed. You need to identify what you anticipate for expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Curriculum – List kits that are to be purchased and show how you calculated these costs. Briefly explain the reasoning behind the choice of each requested kit.

Pre-K Instructor's Kit
Grade 4 Instructor's Kit
Grade 5 Instructor's Kit
Grade 7 Instructor's Kit
High School Instructor's Kit - #3
Counselor's Kit
Conflict Resolution Kit

We selected the PK because research also states that there is a link between children's social skills in kindergarten and their well-being in early adulthood, according to the findings published today in the *American Journal of Public Health*. Children who were more likely to “share” or “be helpful” in kindergarten were also more likely to obtain higher education and hold full-time jobs nearly two decades later, the study found. Students who lacked these “social competence” skills were more likely to face more negative outcomes by the age of 25, including substance abuse problems, challenges finding employment or run-ins with the law.

The implementation with grades 4, 5, 6, 7, 8 as well as in our high school health classes. We believe these grades would make the largest impact. Research states: Studies of criminal activity by age consistently find that rates of offending begin to rise in preadolescence or early adolescence, reach a peak in late adolescence, and fall through young adulthood (see, e.g., Farrington, 1986a; National Research Council, 1986). Some lawbreaking experience at some time during adolescence is nearly universal in American children, although much of this behavior is reasonably mild and temporary. Although the exact age of onset, peak, and age of desistance varies by offense, the general pattern has been remarkably consistent over time, in different countries, and for official and self-reported data.

We also selected the Counselor's and Conflict Resolution Kits to help with those students who may experience more one-on-one time. This will provide our counselor with additional tools to help with our at risk students.

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Your signature under this section indicates that the applying agency understands that a successful subgrant award under this application will be subject to the conditions and awards comparable to those as follows.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement by October 30, 2017 for only those expenditures outlined in the application approved by the SD Department of Corrections.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity -
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
9. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
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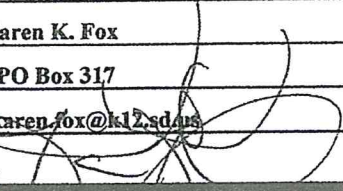
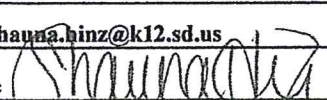
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3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials that certify this document agree to spend the money as outlined within this proposal in order to access the funds. Proposals must be approved by DOC prior to expenditure of funds, items must be purchased before September 30, 2017, and claims must be submitted to DOC no later than October 30, 2017 in order to be eligible for reimbursement.

The Applicant Agency/Subgrantee hereby certifies agreement with the above special conditions, assurances and certifications.

Original Signatures are Required		
A. School System Superintendent		
Name Karen K. Fox	Title PK Principal/Superintendent	
Address PO Box 317	City/State/Zip Roscoe, SD 57471	
E-mail karen.fox@k12.sd.us	Phone (605) 287-4251	Fax (605) 287-4813
Signature 	Date June 13, 2017	
B. Program Director (If different than the Superintendent)		
Name	Title	
Address	City/State/Zip	
E-mail	Phone	Fax
Signature	Date	
A. Financial Officer (County/Organization Officer Overseeing Financial Aspects of Award)		
Name Shauna Hinz	Title Business Manager	
Address PO Box 317	City/State/Zip Roscoe, SD 57471	
E-mail shauna.hinz@k12.sd.us	Phone (605) 287-4251	Fax
Signature 	Date June 13, 2017	

Applications must be submitted received by the Department of Correction by June 16, 2017.

Please submit your proposal to:

South Dakota Department of Corrections
Attn: Bridget Coppersmith
3200 E Highway 34
c/o 500 E Capital Ave
Pierre, SD 57501
Phone: (605) 773-3478
Email: Bridget.Coppersmith@state.sd.us

POSITIVE ACTION CURRICULUM APPLICATION

South Dakota Department of Corrections

3200 E Highway 34

c/o 500 E Capital Ave

Pierre, SD 57501

Phone: (605) 773-3478

Fax: (605) 773-3194

-extension approved BL
RECEIVED

JUN 19 2017

DEPT. OF CORRECTIONS

APPLICATION DUE: June 16, 2017

Applications with original signatures must be submitted received by the Department of Corrections by close of business June 16, 2017. Scanned and faxed applications will not be accepted.

PLEASE FILL OUT THIS FORM COMPLETELY TO AVOID DELAYS IN PROCESSING THIS APPLICATION

School System Name:	Dell Rapids School District 49-3
----------------------------	---

The proposal must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the material in the order requested. If you need additional room to respond to the component, please attach additional sheets. Please note that all of these steps assist in evaluating the proposal.

Description – Provide a brief overview that describes program implementation, identification of schools, grades, and staff, and how the use of this money will be used to improve delinquency prevention efforts within your school system.

I'm proposing the acquisition of the Community Kit for our middle school.

Our school and community groups are working in cooperation to bring positive projects and programming to our students and parents. While partnerships have been formed within the community of Dell Rapids we are interested in enhancing and expanding relationships with our city and state government, our local media, our business community and the social services available to our constituents.

The Community Kit has a number of items that will be used toward these goals. The Counselor's Manual is of interest to our school as we have a number of social improvement groups established yearly in our middle school. Our students also benefit from a peer mentoring program. Each of these groups is constantly in search of programming that will positively impact students.

This funding has been made available to school systems to be used in a manner that will improve delinquency prevention efforts in your school system. Provide a budget for the funds for curriculum in an amount up to \$2,500. A match is not required for this award.

BUDGET	Federal	Match	TOTAL
Curriculum			
Community Kit	\$600.00	\$0.00	\$600.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
TOTAL	\$600.00	\$0.00	\$600.00
Total Budget	\$0.00	\$0.00	\$0.00
Share of Project Budget	0.00%	0.00%	0.00%

Curriculum Narrative – Explain the curriculum costs related to the implementation of the program. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “curriculum” will not be accepted as these items must be detailed. You need to identify what you anticipate for expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Curriculum – List kits that are to be purchased and show how you calculated these costs. Briefly explain the reasoning behind the choice of each requested kit.

The Community Kit has a cost of \$600.00 – The Community Kit has the components of Counselor’s Manual, Community Kit Instructor’s Manual, and the Conflict Resolution Kit. The combination of these kits fits the predicted programming needs of our students and middle school.
The only other cost would be shipping/handling of the kit – which I anticipate being around 10% of total cost of the Community Kit.

600.00	Community Kit
60.00	Shipping/Handling
660.00	Total cost of proposal.

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Your signature under this section indicates that the applying agency understands that a successful subgrant award under this application will be subject to the conditions and awards comparable to those as follows.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement by October 30, 2017 for only those expenditures outlined in the application approved by the SD Department of Corrections.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity -
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
9. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish

copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee 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.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

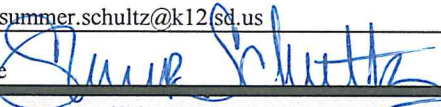
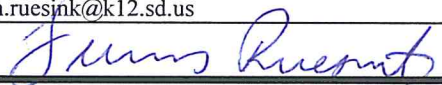
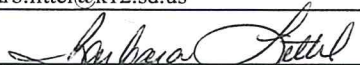
State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials that certify this document agree to spend the money as outlined within this proposal in order to access the funds. Proposals must be approved by DOC prior to expenditure of funds, items must be purchased before September 30, 2017, and claims must be submitted to DOC no later than October 30, 2017 in order to be eligible for reimbursement.

The Applicant Agency/Subgrantee hereby certifies agreement with the above special conditions, assurances and certifications.

Original Signatures are Required		
A. School System Superintendent		
Name: Dr. Summer Schultz	Title: Superintendent	
Address: 1216 N. Garfield Ave.	City/State/Zip: Dell Rapids, SD 57022	
E-mail : summer.schultz@k12.sd.us	Phone 605-428-5473	Fax 605-428-5609
Signature 	Date 6/19/17	
B. Program Director (If different than the Superintendent)		
Name: Francis Ruesink	Title: Middle School Principal	
Address: 1216 N. Garfield Ave.	City/State/Zip: Dell Rapids, SD 57022	
E-mail : fran.ruesink@k12.sd.us	Phone: 605-428-5473	Fax: 605-428-5609
Signature 	Date 6/19/17	
A. Financial Officer (County/Organization Officer Overseeing Financial Aspects of Award)		
Name: Barb Littel	Title : Business Manager	
Address : 1216 N Garfield Ave.	City/State/Zip: Dell Rapids, SD 57022	
E-mail : barb.littel@k12.sd.us	Phone : 605-428-5473	Fax :605-428-5609
Signature 	Date 6/19/17	

Applications must be submitted received by the Department of Correction by June 16, 2017.

Please submit your proposal to:

South Dakota Department of Corrections
Attn: Bridget Coppersmith
3200 E Highway 34
c/o 500 E Capital Ave
Pierre, SD 57501
Phone: (605) 773-3478
Email: Bridget.Coppersmith@state.sd.us

Juvenile Delinquency Prevention Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 16, 2017

RECEIVED

JUN 15 2017

DEPT. OF CORRECTIONS

Completed original applications must be submitted and approved prior to purchase/use of project budget items.

Applicants with original signatures must be submitted and received by the Department of Corrections by the close of business on June 16, 2017. Faxed and emailed applications will not be accepted. Submit complete applications to:

*Bridget Coppersmith
Juvenile Justice Specialist
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070*

The application must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the materials in the order requested. If you need additional room to respond to the components, please attach additional sheets. Please note that all of these steps assist in evaluating the proposal. Please note that this is a competitive subgrant program and funding is not guaranteed to all those who apply.

SECTION 1. APPLICANT INFORMATION

Applicant: Andes Central District #11-1		
Address: PO Box 40		
City/State/Zip: Lake Andes		Phone (605)487-7671 Fax(605)487-7051
Email:	Federal Employer or Payee Identification Number (FEIN):	
Project Director Name: Rocky Brinkman		Title: Principal
Agency: Andes Central	Address: PO Box 40	
City/State/Zip: Lake Andes	Phone(605)487-7671	Fax(605)487-7671
Email: rocky.brinkman@k12.sd.us		
Please indicate the name of the evidence-based program implemented: Positive Action		
Project Title:		
Project Period:	July 1, 2017 – June 30, 2018	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for a budget between \$20,000 and \$50,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
New Hire \$25/hr x 6 hrs/day = \$150 \$150 x 108 Days = \$16000	\$16200
Employee Fringe Benefits \$16000 x 28% = \$4480	\$4536
TOTAL	\$20736
B. Contracted Services	TOTAL
J Allen or other Positive Action Trainer - Onsite Training	\$3000
J Allen or other Positive Action Trainer - Online Training	\$550
J Allen or other Positive Action Trainer - Travel Expenses	\$1000
TOTAL	\$4550
C. Travel and Per Diem	TOTAL
New Hire – Conferences and travel expenses	\$500
TOTAL	\$500
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
7 th Grade Curriculum	\$1800
8 th Grade Curriculum	\$1800
Climate Kit	\$450
Counselor Kit	\$200
Laptop/Implementation material	\$1500
TOTAL includes Shipping/Handling \$425	\$6175
Total Project Budget -- Combined totals for all columns	\$31961

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program.

Position #1: **New Hire**

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Implementation	
2. Small Groups	
3. Individual for specific needs	
4. After School Program	

Compensation for services was calculated as follows *(if a position is established to cover multiple projects, you will need to estimate compensation for each duty)*:

Wage/Salary:

We will pay our new hire \$25 per hour. We will have this person work 3 days a week for 6 hours each day (Monday, Tuesday, Thursday). We have 36 weeks in our school year so we will have 108 contracted days. Total salary including benefits is \$20736.

Benefits:

Position #2:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1.	
2.	
3.	
4.	

Compensation for services was calculated as follows *(if a position is established to cover multiple projects, you will need to estimate compensation for each duty)*:

Wage/Salary:

Benefits:

Position #3:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1.	
2.	
3.	
4.	

Compensation for services was calculated as follows *(if a position is established to cover multiple projects, you will need to estimate compensation for each duty)*:

Wage/Salary:

Benefits:

SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, and how the cost for services was calculated. Contracted services fees cannot exceed \$650 per day.

Consultant #1: J Allen or other Positive Action Trainer

Consultant Fees:

\$6550

Contracted Service:

Contracted services will include travel expenses, preparation, onsite training, on line training, and follow up

Consultant #2:

Consultant Fees:

Contracted Service:

Travel and Per Diem Narrative – Explain the calculation of travel costs for travel outside the home jurisdiction, (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).

Purpose of Travel:

Mileage and per diem for professional development will not exceed budgeted amount of \$500

Purpose of Travel:

[Mileage] x \$0.42 =

[Number of Travel Days for per diem] x \$32.00 =

Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs related to the implementation of the project and any identified which must be directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.

Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.

We have three teachers who teach the four core subjects in our junior high (math, science, language arts, and social studies). We chose these teachers because they see these students every day and it would be ideal for them to teach the curriculum. For each one of our selected teachers, we will need to purchase one 7th grade curriculum and one 8th grade curriculum. We will also be looking at hiring a new person to the district to help implement this program. This person will need to have a 7th and 8th grade curriculum as well. Our guidance counselor will also be involved in this program so we will need to purchase a counselor kit and climate kit. All together we will need to purchase four 7th grade curriculums, four 8th grade curriculums, one climate kit and one counselor kit. We will also purchase a laptop and additional implantation material as needed for our new hire.

Implementation of the Positive Action program into our school for At Risk students in the junior high (7th and 8th grade) will require the purchase of the following curriculum:

4 - 7th Grade Curriculum x \$450 = \$1800

4 - 8th Grade Curriculum x \$450 = \$1800

1 - Climate Kit x \$450 = \$450

1 - Counselor Kit x \$200 = \$200
Laptop/implantation material = \$1500

Shipping and handling = \$425

Total cost for the curriculum - \$6175

NOTE: If there is a change in the above budget narrative, programs will need to request an amendment to their budget. All amendments must be requested in writing prior to the expenditure of funds.

SECTION 4. THREE-YEAR DELINQUENCY PREVENTION PLAN

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Three-Year Delinquency Prevention Plan is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Proposals must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The proposal must contain original signatures.

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. Each section will be scored for a total out of 100 points by a review panel to aid the Council in selecting applications to award. The Three-Year Delinquency Prevention Plan includes the following sections:

- A Project Abstract and Demonstration of Need (5 Points)
- B Organizational Readiness (20 Points)
- C Assessment of Delinquency Risk and Protective Factors (20 Points)
- D Identification of Available Resources and Gaps (10 Points)
- E Strategy for Implementing Evidence-Based Programs (20 Points)
- G Project Performance Measures and Evaluation (5 Points)
- H Description of Program Geographic Boundaries (5 Points)
- I Target Population (5 Points)
- J Budget (10 Points)

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED (5 POINTS)

The Juvenile Delinquency Prevention Subgrant will help fill the gaps in the Andes Central School district and Lake Andes Community by helping to reduce the community and individual risk factors affecting our students. The Andes Central School District is located within the Yankton Sioux Tribe. Our target group will be 7th and 8th graders because we'd like them to learn the Positive Action skills when moving up to the junior high level. We also chose 7th and 8th graders because of the increase in high school behavior referrals. Our school system stands out as needing the funding due to the many risk factors including the high number of Native American students we serve who come from single parent/grandparent homes, the accessibility to drugs, poor nutrition, and untreated medical and psychiatric disorders. Also the lack of community resources makes us stand out as needing funding. If we were to receive the grant, we are greatly committed to implementing the Positive Action program because the grant would allow us access to curriculum and another counselor who could help us implement it. The school counselor and principal attended the Positive Action training in Pierre on June 6 & 7 so they are already trained and willing to implement it.

B. ORGANIZATIONAL READINESS (20 POINTS)

A student needs assessment was given in the 2015-2016 school year. Based on that, we delivered staff development covering topics such as depression, identifying risk factors of suicide, and other student support services. During advisory period, we addressed those same topics with our students. The school counselor facilitated individual counseling and small group counseling. Referrals were made to Lewis and Clark for more in depth counseling services to our students. Currently, we don't have any prevention funding sources. Our principal and school counselor attended the Positive Action training in Pierre on June 6 & 7, they also plan to train the staff. These are the first steps to implementing this program in our school.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS (20 POINTS) (SEE ATTACHED SHEETS FOR BEHAVIOR REFERRALS)

1. Our school system resides within the Yankton Sioux Indian Reservation resulting in 90% of our student population being Native American. About 10% of our 7th & 8th graders are part of the Juvenile Justice System resulting in being on probation.

2. The risk factors that we encounter at Andes Central that would result in calls to law enforcement include: drug usage, fighting, endangerment of others.

Community Risk Factors – Lake Andes is a rural community in the Yankton Sioux Indian Reservation including a Native American housing development. Drug and alcohol usage is evident throughout the community resulting in criminal activity such as break ins to businesses and homes. There are no community resources available to students/families to tap into.

Individual Risk Factors – Our students live on an Indian reservation where drugs and alcohol are readily accessible and the community does not offer any clubs or age appropriate social activities for children. There's a high truancy and dropout rate in our school. We have high incidences of divorce/single parent families and grandparents raising children. There's a small percentage of students involved in gang activity but there is a large group of students involved in drug usage. Individual students come to school with the effects of poor nutrition, untreated medical or psychiatric disorders, anger, stress, low impulse control as evidenced by the behaviors that we see in the classroom, hallways, and lunch room.

Protective Factors – Currently, Lewis and Clark counselors come to our school and meet with a small percentage of students. We have a school counselor to address individual needs of our students. We have a good working relationship with the local probation officer who comes to check in with his clients. With this program, we would be able to provide another level of a protective factor for our students.

D. IDENTIFICATION OF AVAILABLE RESOURCES AND GAPS (10 POINTS)

It is evident by the above information that we have gaps in being able to provide resources to children in our community due to a lack of no current resources being available to them. The implementation of Positive Action could aid in providing protective factors to shield or buffer juveniles from problems associated with delinquency risk factors by teaching them to be aware of their Thoughts, Feelings and

Actions. This would provide the students with the tools they could use in day to day positive decision making.

E. STRATEGY FOR IMPLEMENTING POSITIVE ACTION (20 POINTS)

The principal and school counselor attended Positive Action training in Pierre on June 6 & 7. We plan to train our staff via online training with J Allen at the beginning of the school year. We will then schedule a time to “kick off” the Positive Action program with our 7th and 8th graders. This will include explaining the climate and language change that will take place in the junior high school and pre/post tests will be given. From there, we will follow the program guidelines of planning, preparing, implementing, and assessing. We will also be looking for a new hire to help implement the program more in depth and to run after school programs. Our desired long term effects include less office referrals, fewer juvenile delinquents, and a more positive school climate. This will be evident by seeing a higher rate of academic success in our 7th and 8th graders. The reason for starting implementation of Positive Action training at the junior high level is because that is the starting point for students in our building. Our goal is for the 7th and 8th graders to carry out the positive decision making throughout their high school career and the rest of their lives.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION (5 POINTS)

Our school counselor and principal are trained in data collection and have participated in evaluations in the past. They would be able to collect data needed for this grant including excel spreadsheets and graphs. We can conduct staff and student needs assessments before and after the school year to monitor the effectiveness of the Positive Action program. The new hire would also help with collecting and reporting data.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES (5 POINTS)

Andes Central School District is located in southeastern South Dakota. The district is made up of the three communities of Ravinia, Pickstown and Lake Andes. Also included is the Lake Andes Yankton Sioux Housing Community as well as other state and Federal Reserve lands and many farms. The district is comprised of 206 square miles of land in Charles Mix and Gregory Counties. The Missouri River runs through the district. Hunting, fishing and boating are among the main forms of recreation for this area. The district is made up of four schools. These include Andes Central Senior High, Andes Central Junior High, Andes Central Elementary and Lake View Colony School High School. The Andes Central School District boundaries reside within the Yankton Sioux Indian Reservation.

H. TARGET POPULATION (5 POINTS)

Provide an overview of the participants eligible for participation through using the table below and explain how participants will be considered “at risk” youth.

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)							
Race(s):			Offender Type(s):			Geography:	
X	American Indian/Alaskan Native		X	At-Risk Population (no prior offense)		X	Rural
	Asian			First Time Offenders			Suburban
	Black/African American			Repeat Offenders		X	Tribal
	Hispanic or Latino (of any race)			Sex Offenders			Urban
	Other Race			Status Offenders		Age:	
	White/Caucasian			Violent Offenders			Under 11
Sex:		Referral Source:				X	12-13
X	Female	X	School		Court System	X	14-15
X	Male		State's Attorney	X	Other CART Team		16- 18

I. BUDGET (10 POINTS)

Application budget and narrative sections must be complete, practical, and within the range of \$20,000 and \$50,000.

SECTION 5. CONFLICTS OF INTEREST, SPECIAL ASSURANCES AND CONDITIONS

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Beth O'Toole, Vice-Chair and Professor at the University of Sioux Falls;

Taniah Apple, Youth Member;

Dadra Avery, School Counselor at Sturgis Brown High School;

Austin Biers, Youth Member;

Keegan Binigar, Youth Member;

Keith Bonenberger, Community Member;

Kristi Bunkers, Director of Juvenile Services;

Kim Cournoyer, Service Provider at Great Plains Psychological Associates;

Charles Frieberg, Director of Trial Court Services;

Renee Gallagher, Youth Member;

Judge Steven Jensen, First Judicial Circuit Presiding Judge;

Sheriff Mike Leidholt, Hughes County Sheriff;

Aaron McGowan, Minnehaha County States Attorney;

Sara McGregor-Okroi, Director of Aliiive-Roberts County.

Vanessa Merhib, Executive Director of Boys & Girls Club of Brookings, Moody, and Yankton Counties;

Lyndon Overweg, Mitchell Chief of Public Safety;

Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator;

Carol Twedt, Former Minnehaha County Commissioner;

Virgena Wieseler, Director of Division of Child Protection Services.

Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signature under this section indicates that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity -
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
8. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
9. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New

Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."

10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- **Commercial General Liability Insurance:** The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- **Professional Liability Insurance or Miscellaneous Professional Liability Insurance:** The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- **Business Automobile Liability Insurance:** The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- **Worker's Compensation Insurance:** The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee 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.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

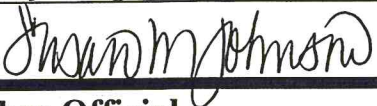

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The Applicant Agency/Subgrantee hereby certifies agreement with the above special conditions, assurances and certifications.

SECTION 6. SIGNATURE PAGE:

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required		
Chief Executive Officer		
Name Deb Lucas	Title Superintendent	
Address PO Box 40	City/State/Zip Lake Andes, SD 57E56	
E-mail deb.lucas@k12.sd.us Debera.Lucas@K12.sd.us	Phone (605)487-7671	Fax(605)487-7051
Signature Debera Lucas	Date 6-12-17	
B. Project Director		
Name Rocky Brinkman	Title Principal	
Address PO Box 40	City/State/Zip Lake Andes, SD 57356	
E-mail rocky.brinkman@k12.sd.us	Phone (605)487-7671	Fax(605)487-7051
Signature Rocky Brinkman	Date 6-12-17	
C. Financial Officer		

Name Susan Johnson		Title Business Manager	
Address PO Box 40		City/State/Zip Lake Andes, SD 57356	
E-mail susan.johnson@k12.sd.us		Phone (605)487-7671	Fax(605)487-7671
Signature 		Date 6/13/2017	
D. Other Official			
Name Jen Lhotak		Title School Counselor	
Address PO Box 40		City/State/Zip Lake Andes, SD 57356	
E-mail jen.lhotak@k12.sd.us		Phone (605) 487-7671	Fax (605)487-7671
Signature 		Date	

American Horse School-Wakanyaja Wicozani

Juvenile Delinquency Prevention Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 16, 2017

Completed original applications must be submitted and approved prior to purchase/use of project budget items.

Applicants with original signatures must be submitted and received by the Department of Corrections by the close of business on June 16, 2017. Faxed and emailed applications will not be accepted. Submit complete applications to:

RECEIVED

JUN 16 2017

EDJ Dept. of Corrections

2:39 pm

*Bridget Coppersmith
Juvenile Justice Specialist
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070*

RECEIVED
JUN 16 2017
DEPT. OF CORRECTIONS

The application must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the materials in the order requested. If you need additional room to respond to the components, please attach additional sheets. Please note that all of these steps assist in evaluating the proposal. Please note that this is a competitive subgrant program and funding is not guaranteed to all those who apply.

SECTION 1. APPLICANT INFORMATION

Applicant: AMERICAN HORSE SCHOOL		
Address: 100 West Main Street, PO Box 660		
City/State/Zip: Allen, SD 57714		Phone: 605/455-1209 Fax: 605/455-2249
Email: gloria.kitsopoulos@bie.edu Federal Employer or Payee Identification Number :46-0426938		
Project Director Name: Jodi Richards		Title: Principal
Agency: Pine Ridge-American Horse School		Address: 100 West Main Street, PO Box 660
City/State/Zip: Allen, SD 57714		Phone: 455-1209 Fax: 455-2249
Email: jodi.richards@bie.edu		
Please indicate the name of the evidence-based program implemented: Positive Action		
Project Title:	Wakanyaja Wicozani (Healthy Children)	
Project Period:	July 1, 2017 – June 30, 2018	

American Horse School-Wakanyeya Wicozani

I. BUDGET (10 POINTS)

Application budget and narrative sections must be complete, practical, and within the range of \$20,000 and \$50,000.

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for a budget between \$20,000 and \$50,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
Project Coordinator @ .20 FTE (\$60,000 X .20) part of time is comped-partial charge to grant	\$ 4,650.00
Certified Teacher (K-9) @ .20 FTE (\$43,000 X .20)	8,600.00
Employee Fringe Benefits is 25% & include major medical, dental, vision, accident, workmans compensation,	2,236.00
Unemployment, Short-term disability, life insurance, and retirement match @ 1.5%. TOTAL	\$15,486.00
B. Contracted Services	TOTAL
Lakota Language/Culture and Positive Promotions Teacher @ 1 day/week (\$175/day)	\$ 6,300.00
TOTAL	\$ 6,300.00
C. Travel and Per Diem	TOTAL
Mileage and per diem for two staff per week @ 34 miles/trip + \$11/lunch X 2 X 36 weeks	\$ 1,820.00
TOTAL	\$ 1,820.00
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
2 Chrome books for student testing, class work (reading/math) during teaching sessions @ \$250	\$ 500.00
1 Staff Computer with Microsoft Software and printer with supplies	\$ 850.00
Textbooks for Saxon Math and SRA Reading, Journeys Reading, 6+1 writing workbooks	\$ 800.00
General Supplies which includes but is not limited to paper, pencils, pens, notebooks, etc. (\$100/wk)	\$ 3,600.00
Pre-Kindergarten Instruction Kit-Positive Action @ 2 classrooms X \$400	800.00
Kindergarten Instruction Kit-Positive Action @ 2 classrooms X \$450	900.00
12 Grade Level Kits (Grades 1-6) X 2 classrooms each Positive Action X \$400 each kit	4,800.00
Elementary Drug Education Supplement Instructor's Kit = 14 classrooms X \$250.00	3,000.00
Elementary Bullying Prevention Supplement Instructor's Kit = 14 classrooms X \$250.00	3,000.00
4 Grades 7-8 Level Kits -Positive Action @ 4 classroom each X \$450 kit	1,800.00
Consumable Bundles (\$1,650 total kits) X 16 classrooms	1,650.00
Lakota Language Workbooks @ \$45/person X 20 students at JDC	900.00
Lakota Cultural Texts and Material @ \$30/person X 20 students at JDC	600.00
Family Classes Instructor's Kit	1,450.00
Parenting Classes Instructor's Kit	1,000.00
St. Francis Lakota Language Workbooks for Elementary Grades @ \$35/student X 20 students JDC	700.00

American Horse School-Wakanyēja Wicozani

TOTAL	\$26,350.00
Total Project Budget -- Combined totals for all columns	\$49,956.00

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program.

Position #1:	Project Coordinator (\$60,000 X .20)	
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Supervise Teacher's Activities and review Individual Learning Plans		.05
2. Document and report on all activities of project		.05
3. Liaison with Public Safety officials for the project participants		.05
4. Insure that adequate resources are available for project implementation		.05
Compensation for services was calculated as follows <i>(if a position is established to cover multiple projects, you will need to estimate compensation for each duty):</i>		
Wage/Salary:		
Wages to be comped by American Horse School = \$7,350.00, Project total \$4,650.00		
Benefits:		
Major medical, dental, vision, accident, workmen's compensation, unemployment, short term disability, life insurance, retirement match @ 1.5%. Comped benefits \$5,356.00. Project total \$0.00.		
Position #2:	Certified Teacher (K-9) @ .20 FTE (\$43,000 X .20)	
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Have classes with students in a one-on-one basis at JDC.		.45
2. Set up an Individual Learning Plan for each student based on assessments		.30
3. Complete a monthly report of activities		.05
4. Implement positive action work at appropriate grade level for each student		.20
Compensation for services was calculated as follows <i>(if a position is established to cover multiple projects, you will need to estimate compensation for each duty):</i>		
Wage/Salary:		
\$43,000 X .20 FTE = \$8,600.00		
Benefits:		
Major medical, dental, vision, accident, workmen's compensation, unemployment, short term disability, life insurance, retirement match @ 1.5%. Project total \$2,236.00.		
Position #3:		
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1.		
2.		
3.		
4.		
Compensation for services was calculated as follows <i>(if a position is established to cover multiple projects, you will need to estimate compensation for each duty):</i>		
Wage/Salary:		

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Benefits:

SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, and how the cost for services was calculated. Contracted services fees cannot exceed \$650 per day.

Consultant #1: Lakota Language/Culture and Positive Promotions Teacher @ 1 day/week (\$175/day)

Consultant Fees:

\$175 per day for one day per 36 weeks. Total is \$6,300.00

Contracted Service:

Provide one-on-one Language and Culture skills and workbook.

Consultant #2:

Consultant Fees:

Contracted Service:

Travel and Per Diem Narrative – Explain the calculation of travel costs for travel outside the home jurisdiction, (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).

Purpose of Travel: Round trip travel to the Juvenile Detention Center

$$2,448 \times \$0.42 = 1,028.00$$

$$2 \times 36 \times \$11.00 = 792.00$$

Purpose of Travel:

$$[\text{Mileage}] \times \$0.42 =$$

$$[\text{Number of Travel Days for per diem}] \times \$32.00 =$$

Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs related to the implementation of the project and any identified which must be directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.

Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.

See budget for description of operating expenses.

NOTE: If there is a change in the above budget narrative, programs will need to request an amendment to their budget. All amendments must be requested in writing prior to the expenditure of funds.

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A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED (5 POINTS)

American Horse School (AHS) is a Kindergarten through Eighth Grade elementary school. We have approximately 300 students. The most important aspect of our school is that of the 300 students, over 100 of them are aged 6 years and younger; we have four classes of Pre-Kindergarten and Kindergarten classes to accommodate this instructional level. We are located on the Pine Ridge Indian Reservation in the southwestern corner of South Dakota. We are located within an area designated as a federal Empowerment Zone. Ninety-nine percent of our children are eligible to be counted for allocations of Title I, Part A and 100% of our children qualify for the free lunch program through the Child and Adult Nutrition Program. The school primarily serves two Oglala Lakota Districts: Lacreek and Pass Creek, but some of our students make a ninety-two (92) mile round trip daily to attend school.

The difficulties that our children face are the abject poverty and 82% average unemployment rate in our small rural community. Basic survival is the norm for our families. Social problems affect our children daily due to the extreme poverty. The school is a haven for many of them. The only industry in our community is one small grocery store. All schools on the reservation experience a relatively high rate of mobility among our students. Many of the causes are due to the extreme poverty, i.e. children will stay with an extended family member when their nuclear family cannot pay the electricity bill or they have no heating fuel. Our rate of mobility is approximately 10% for our school and is primarily affected by financial concerns; especially since some our families move back and forth from the city to find employment as many as four or five times per year.

These communities are populated with families with an oral tradition who barely have the funds for basic necessities of everyday living, let alone to have extra funds to purchase books for

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their children. The majority of adults have less than a high school education and families do not have the resources at home to help their children with supplemental educational resources.

Although there are public schools available, many of the Lakota children who attend AHS do so in order to receive the cultural enrichment still denied in the public school systems located near reservations. The leadership of AHS has been working diligently over the past four years to achieve the goal of all students reading at grade level and above. The lack of early literacy experiences prior to kindergarten makes our students three years behind in their academic reading levels and continues to keep our students below the South Dakota reading benchmarks for proficiency. There is an ever growing population of children coming to our school that have rarely seen a book, much less had the thousands of hours of lap reading, vocabulary building, and positive experiences with letters and sounds that are so essential to learning to read. We do have a very strong core group of students whom we can follow from their entry into kindergarten through grade eight. These students are very dedicated to remaining at the school; at our recent accreditation student interviews, comments from the students ranged from “feeling safe”, “being able to learn”, “teachers care”, and “teachers want us to learn” and when asked where they were going to high school their response was “High school? We are planning on going to college”. We were pleasantly surprised to be informed of their comments, realizing that we have worked diligently for the past few years to provide a safe, effective and caring learning environment where the student’s academic success is foremost.

However, in spite of all of these negative statistics, our community also presents us with a unique and positive situation. Our school is the hub of the community and activities of the school are well attended with participation by, not only the parents but the community as well.

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Attendance at the most recent parent teacher conference we experienced a 94% attendance rate by parents of our students.

The goal of this American Horse School project is to effect changes in student self-esteem and build skills in drug prevention and bullying prevention.

The *objective* of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system and entry into the Juvenile Detention System.

B. ORGANIZATIONAL READINESS (20 POINTS)

Our overall Goal for our school is that our children can be readers at grade level by third grade. None of our students progress beyond Kindergarten unless they are Reading. Since 2002, AHS has implemented a school improvement plan (approved by Bureau of Indian Education-BIE), which included incorporating language arts, reading, and math curriculums that are based upon scientific research. These approved curriculums have improved and enriched academic instruction at American Horse School especially in the areas of reading. Our leadership has affirmed our continuing commitment to the current programs outlined in the following paragraphs.

AHS has already established a balanced math and literacy curriculum based on phonemic awareness, phonics, comprehension, fluency, self-selected reading, vocabulary work and writing, which are all taught with curriculums/programs from the approved Bureau of Indian Education (BIE) scientifically based research curriculums/programs listing. The curriculums/programs used at AHS are SRA Reading Mastery K-2nd, Houghton Mifflin Nations Choice Reading Program for 3rd -5th and McDougal Literature Anthologies 6th-8th grade. These reading programs are the academic baseline for language arts (reading, spelling, phonics). AHS supplements the language

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arts/reading curriculum with the intervention programs of SRA Reading Mastery 3rd grade, Reading Plus, Computerized Based Individualized Reading program for 3rd-8th grade and Sopris West Rewards for 4th - 5th grades. In addition to the reading/language arts curriculum AHS uses 6+1 Traits in Writing, the Houghton Mifflin Social Studies and Science e-books curriculums for K-8th grades and Saxon Math for K- 8th grades. AHS has also incorporated the Renaissance program of accelerated reading and math as a response to intervention (RTI) for 30- 45 minutes of afternoon daily reading and math practice and nightly mandatory homework at the student's independent level to increase fluency in reading and math facts. As the intervention programs blend with the standard academic base curriculums, inclusion for all special needs students can be met easily without the students being aware they are in intervention programs; as the method of instruction for all academic classes is small group instruction or learning center format at each student's own reading and math ability level. AHS has also trained seven teachers as Reading Recovery Teachers. Reading Recovery is a scientifically based early intervention program for first graders.

AHS has introduced new strategies and additional assessments to track reading progress by aligning our assessment system to test our students in reading and language arts three times a year (fall, mid-year & spring) using NWEA MAPS K-8th, Gates-McGinette Reading & Vocabulary Assessment 3rd-8th and the Dynamic Indicators of Basic Early Literacy Skills (DIBELS K-6th) and quarterly Star Early Literacy/Reading and Math assessments K-8th grade are given for progress monitoring. Annually K-2nd are tested using the Stanford 10 and the 3rd-8th are tested using the state assessment-Smarter Balance.

We will implement the Positive Action Program in our Pre-Kindergarten and Kindergarten classrooms during their regular school day. For all other students the program will

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be incorporated into our after-school program. These are the most at-risk students in our system. They are being given additional academic assistance in order to keep up with their classmates or to catch up with their age group. All of our students are in Reading and Math programs that are self-paced that can be done at school and at home. We are able to ensure that they remain on task and can be monitored during the after school program which is staffed by Certified Teacher and Highly Qualified Para-professionals.

LETTERS OF COMMITMENT ARE IN ATTACHMENT A.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS (20 POINTS)

American Horse School uses the NASIS (Native American Student Information System) tracking system which assists in documenting all behavior incidents during school hours. This part of the NASIS system can be accessed at any time for the use of recurring incidents or to see the progress of a student's behavior. The administrator and teachers or other authorized persons (Counseling staff) are responsible for entering each incident. We began utilizing the behavior component of this system since 2010.

D. IDENTIFICATION OF AVAILABLE RESOURCES AND GAPS (10 POINTS)

The main delinquency factor that we deal with daily is non-attendance at school. We notice children every day who do not attend school. The entire judicial system with the Oglala Sioux Tribe does not have an adequate way to address truancy. At the last meeting we attended that included the OST and member of the judicial system in Rapid City, SD, we were informed that there is not a system in the OST public safety division that addresses this issue. The only solution we were told was that an individual administrator would have to file a criminal complaint on the parents of any children whom the school knew was truant. We do not have a

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protective enough society that individuals could be protected by filing these complaints and would therefore have to weather any situation on their own. This is effectively not a solution.

We are hoping to use this project as a way to introduce these children to the school environment and talk about attending school and the benefits of such in a one-on-one situation, with the children knowing staff and feeling comfortable with them in a school situation.

E. STRATEGY FOR IMPLEMENTING POSITIVE ACTION (20 POINTS)

We intend to start the school year with the implementation of the kits for pre-Kindergarten and Kindergarten during the regular school day. These classroom teachers will receive training from Betty Robertson, who has a Master in Education degree and is certified as a principal and teacher and Bonnie Hopper who both attended the training in Pierre, SD in June 2017. Bonnie is one of the full-time teachers for this group of students as well.

The program will begin with the students after Labor Day because we only have half days of school until then. We will then have adequate time to acquire all relevant resources for the grades. The work with the JDC will begin after Labor Day as well because we are going to have to revise the schedule for the workers who will be the visiting instructors.

Quarterly parent conferences are held regarding the students' academic and school performance. Conferences for juvenile offenders at the Detention Center will be held on an as needed basis as they enter and exit the facility. We will follow up on the children as specified in the evaluation procedures detailed below. Reports on the behavior of students will be maintained and checked for decreases in incidents at the school. American Horse School's utilizes a point system for all students and the Policies and Procedures for Behavior Points is in Attachment B.

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We will incorporate the family kits into the monthly family nights we have at the school. Each month we have a full night of activities at the school to work with our parents. We have sessions that teach them how to do homework help with their students and introduce them to the academic programs we are using at the school. We will have a session on the Parent Kit for Positive Action during this time. We have very committed parents who fully participate in these activities and are willing to work with their students. Homework at American Horse School is required of all students and represents twenty-five percent (25%) of their academic grade; it is an important aspect of our academic life at the school.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION (5 POINTS)

The evaluation of the program will fit into the design of the program plan. Students and Teachers will be evaluated as part of this project.

Each child will have a diagnostic, normed assessment (NWEA/MAPS) at the beginning of our work with them. We will attempt to follow up on the students we interact with at the JDC whether they attend our school or not. Our students in the regular education program are given these assessments three times per year.

A learning team of the Project Staff will evaluate the results of each child's assessment and an initial learning plan with goals for each child based on student strengths and weakness will be drafted. Documentation of this learning plan will be maintained in Individual Learning Plan Notebooks which can be shared with parents, JDC staff, and the child's school. The learning team will meet every month and use formative and summative assessments from the selected programs to determine progress in achieving goals. The child's program will be adjusted to fit individual skill needs based on 5 domains of learning.

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A review of all students will be conducted and the progress of all students and each individual student will be analyzed in light of changing the content and form of delivery of skills and strategies for each student.

The learning team will continue meeting and analyzing formative and summative assessments and making adjustments for each child. If possible a final benchmark assessment NWEA/MAPS will be administered. The results of the assessment will be reviewed and compared to all of the additional assessment and progress monitoring data gathered. A final profile of each student will be completed and reviewed with the student and JDC staff. The progress of each child will be analyzed. We predict at least 10% growth in the key factor areas of phonemic awareness & phonics skills and concepts of print, recognition of their basic numbers and shapes, demonstrating an understanding of the mathematical concept of relative size, demonstrating a positive approach to learning (task persistence, attentiveness, eager to learn, flexible, organized, capacity to learn independently, learning the sense of physical body image and interpersonal social skills).

Teacher effectiveness will also be evaluated. Teachers will have professional development in the areas of using data to inform instruction, differentiated instruction, oral language development, using culture as a tool to promote learning, and accelerating learning. Each teacher will have a pre-program needs assessment. This assessment will be compared to the observation evaluation conducted for each teacher. Each teacher will have a program of individual professional development as part of job embedded professional development facilitated by online courses.

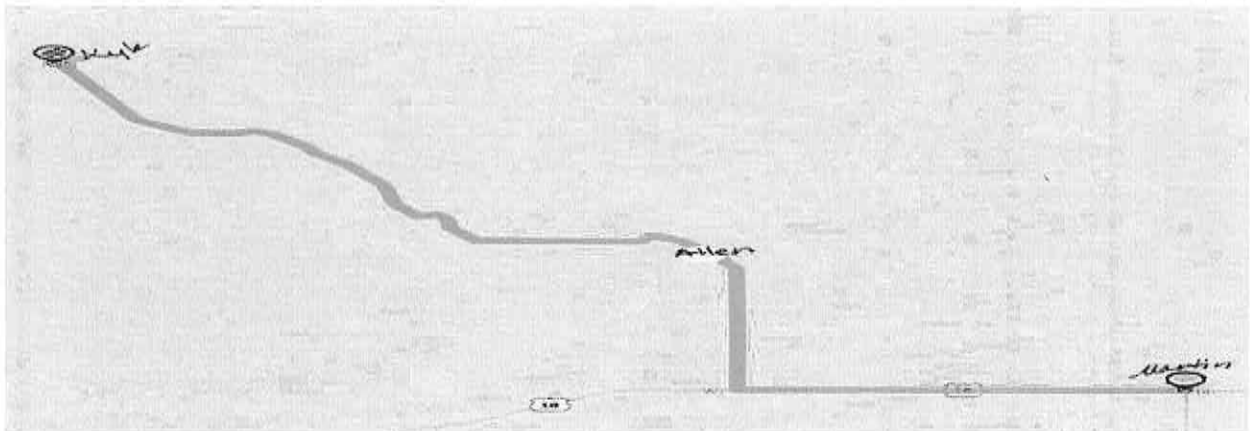
Teachers will be expected to show growth as demonstrated by movement on the ratings scale. Teachers will also have intermediate and final needs assessments administered and the

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results analyzed for teacher confidence and development of success. Teachers will evaluate each professional development session after it is conducted.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES (5 POINTS)

We will work with children at American Horse School whose service area includes three districts of the Pine Ridge Indian Reservation, Lacreek (includes the Martin area), Pass Creek (includes the Allen area), and Medicine Root Creek (includes the Kyle area). However we will work at the Juvenile Detention Center in Kyle which services all of the Pine Ridge Indian Reservation and includes Oglala Lakota County and portions of Bennett and Jackson counties on the eastern side of the reservation.



SECTION 5. CONFLICTS OF INTEREST, SPECIAL ASSURANCES AND CONDITIONS

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Beth O'Toole, Vice-Chair and Professor at the University of Sioux Falls;

Taniah Apple, Youth Member;

Dadra Avery, School Counselor at Sturgis Brown High School;

Austin Biers, Youth Member;

Keegan Binegar, Youth Member;

Keith Bonenberger, Community Member;

Kristi Bunkers, Director of Juvenile Services;

Kim Cournoyer, Service Provider at Great Plains Psychological Associates;

Charles Frieberg, Director of Trial Court Services;

Renee Gallagher, Youth Member;

Judge Steven Jensen, First Judicial Circuit Presiding Judge;

Sheriff Mike Leidholt, Hughes County Sheriff;

Aaron McGowan, Minnehaha County States Attorney;

Sara McGregor-Okroi, Director of Alii-iv- Roberts County.

Vanessa Merhib, Executive Director of Boys & Girls Club of Brookings, Moody, and Yankton Counties;

Lyndon Overweg, Mitchell Chief of Public Safety;

Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator;

Carol Twedt, Former Minnehaha County Commissioner;

Virgena Wieseler, Director of Division of Child Protection Services.

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Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

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The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signature under this section indicates that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity -
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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8. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
9. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance

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policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee 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.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against

American Horse School-Wakanyeya Wicozani

claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

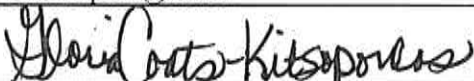
The Applicant Agency/Subgrantee hereby certifies agreement with the above special conditions, assurances and certifications.

SECTION 6. SIGNATURE PAGE:

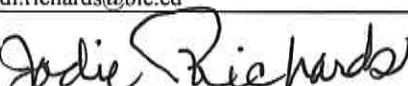
The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

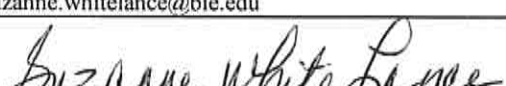
Chief Executive Officer

Name	Dr. Gloria J. Coats-Kitsopoulos	Title	Superintendent
Address	100 West Main Street, PO Box 660	City/State/Zip	Allen, SD 57714
E-mail	gloria.kitsopoulos@bie.edu	Phone	605/455-1209
		Fax	605/455-2249
Signature			
Date	06/14/2017		

B. Project Director

Name	Jodi Richards	Title	Principal
Address	100 West Main Street, PO Box 660	City/State/Zip	Allen, SD 57714
E-mail	jodi.richards@bie.ed	Phone	605/455-1209
		Fax	605/455-2249
Signature			
Date	06/14/2017		

C. Financial Officer

Name	Dr. Suzanne White Lance	Title	Chief Financial Officer
Address	100 West Main Street, PO Box 660	City/State/Zip	Allen, SD 57714
E-mail	suzanne.whitelance@bie.edu	Phone	605/455-1209
		Fax	605/455-2249
Signature			
Date	06/14/2017		

American Horse School-Wakanyēja Wicozani

D. Other Official

Name

Title

Address

City/State/Zip

E-mail

Phone

Fax

Signature

Date

American Horse School-Wakanyeya Wicozani

H. TARGET POPULATION (5 POINTS)

Provide an overview of the participants eligible for participation through using the table below and explain how participants will be considered “at risk” youth.

Target Population Details (Place an “X” in the box to the <i>left</i> of all those that apply)							
Race(s):		Offender Type(s):		Geography:			
XX	American Indian/Alaskan Native	XX	At-Risk Population (no prior offense)	XX	Rural		
	Asian	XX	First Time Offenders		Suburban		
	Black/African American	XX	Repeat Offenders	XX	Tribal		
	Hispanic or Latino (of any race)		Sex Offenders		Urban		
	Other Race		Status Offenders	Age:			
	White/Caucasian		Violent Offenders	XX	Under 11		
Sex:		Referral Source:			XX	12-13	
XX	Female	XX	School		Court System	XX	14-15
XX	Male		State’s Attorney	XX	Other <u>JDC</u>		16 - 18

At-risk youth are those who are expected to have the ability to finish high school, stay out of the judicial system and to be able to financially care for him/herself. We monitor our students through our NASIS system and when a student reaches a threshold of loss of points, administrators meet with parents and caregivers and begin to work with the student on outside counselling aids.

JJDPA COMPLIANCE VERIFICATION

In order to access Formula Grant funds under the Native American Programs sub grant solicitation, Tribes performing their own law enforcement and operating secure facilities are required to submit youth custody information to determine compliance with the core requirements of the Juvenile Justice and Delinquency Prevention Act of 1974 (Act), as amended. The Act requires that these Tribes agree to comply with the requirements of removal of status offenders from secure custody, separation of juveniles from adult offenders and removal of juveniles from adult jails and lockups. The information collected here will be used to determine if the submitting Tribe is in compliance with the requirements of Act. Tribes that perform their own law enforcement and operate secure facilities that are not in compliance or not submitting information will NOT be eligible for funding under the Native American Programs solicitation.

<i>Native American Programs Subgrant</i>	
Facility Admission Data	
Period for Data:	January 1, 2016 – December 31, 2016
Tribe Submitting:	Oglala Sioux Tribe
Contact Name:	Raquel Reddest
Title:	Facility Administrator
Contact Address:	PO Box 250, Building 377 Jail Road
Contact City, State, & Zip:	Kyle, SD 57752
Contact Phone:	605/455-2000
Contact Fax:	605/455—2048
Contact Email:	rreddest@ostdps.org

Provide a list of **ALL** locations that are located on the applying reservation which could be used to detain a juvenile or adult offender pursuant to public authority:

Juvenile Detention Facilities:		
Kiyuksa Otipi Reintegration Center	★	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
Juvenile Correctional/Residential Facility:		
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
Adult Jail:		
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
Law Enforcement/Adult Lockup:		
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>
	<input type="checkbox"/>	Secure <input type="checkbox"/> Non-Secure <input type="checkbox"/>

Please complete the Facility Admission Data forms for Calendar Year 2016 for **EACH secure facility** operated by the applying Tribe. If violations are identified, you will be required to provide a detailed plan outlining the steps the Tribe will take to prevent further violations of the JJDP Act. For the purposes of the data forms:

- Juveniles held in a secure juvenile detention or secure juvenile correctional/residential facility should be recorded under Secure Juvenile Facility.
- Juveniles held in jail should be recorded under Jail/Lockup.
- Juveniles held in a secure setting within a law enforcement agency should be recorded under Jail/Lockup.
- Juveniles held in a colocated facility (jail and detention located in the same building) should be recorded based on the physical location of the juvenile during the period held within the building (detention verses jail).

If the information on the Facility Admission Data forms cannot be completed, the following exceptions may be made:

1. If the Tribe does not operate a facility, please provide:
 - A written description of each location that is used to hold juveniles and define which juveniles are appropriate for placement in each of the locations.
 - A written plan which outlines the steps that will be taken to ensure compliance with the requirements of Deinstitutionalization of Status Offenders, Jail Removal, and Sight and Sound Separation when determining an outside placement.

OR

2. If your system does not currently have the ability to track some of the information, you must provide a detailed plan outlining what will be done in order to collect it in the next data collection cycle. Failure to submit a plan will be deemed as a finding of non-compliance and you will be ineligible to receive funding under the NAP subgrant solicitation.

2016 Facility Admissions – Secure Juvenile Facility

Secure Juvenile Facility: Kiyuksa Otipi Reintegration Center

Note: Facility admission information should come from the facility that admits offenders. If a Tribe does not have a facility, they should make a note of what facility is used and what entity runs it. Admissions to facilities run by an entity other than the Tribe should not be reported.

	Male	Female	Total
Number of juveniles that are admitted to the facility that have not committed a delinquent or status offense.*	293	254	547
<i>Nonoffender: A juvenile who is subject to the jurisdiction of the juvenile court, usually under abuse, dependency, or neglect statutes, for reasons other than legally prohibited conduct of the juvenile (28 CFR 31.304(i)). These cases are referred to by many names including Children in Need of Services (CHINS), Children in Protective Services (CHIPS), and Families in Need of Services (FINS).</i>			
Number of juveniles that are admitted to the facility that have committed a status offense.	0	0	0
<i>Status Offender: A juvenile offender who has been charged with or adjudicated for conduct which would not, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult (28 CFR 31.304(h)). The following are examples of status offenses: Truancy, Violations of curfew, Unruly. Runaway. Underage possession and/or consumption of tobacco products. Underage possession and/or consumption of alcohol. This offense is always considered a status offense, even though State or local law may consider it a delinquent offense.</i>			
Number of juveniles held for status offenses that were in the facility for less than 24 hours.	0	0	0
Number of status offenders held under 24 hours when excluding weekends and holidays.	0	0	0
<i>Number of juveniles held for status offenses that were in the facility for less than 24 hours when excluding weekends and holidays. Juveniles held over a typical weekend would fall into this category if they were held for less than 72 hours. Juveniles held over a three-day weekend would fall into this category if they were held for less than 96 hours.</i>			
Number of status offenders held over 24 hours when excluding weekends and holidays*	0	0	0
<i>Number of juveniles held for status offenses that were in the facility for more than 24 hours when excluding weekends and holidays. Juveniles held over a typical weekend would fall into this category if they were held for more than 72 hours. Juveniles held over a three-day weekend would fall into this category if they were held for more than 96 hours.</i>			
Number of status offenders held over 24 that meet the valid court order exception	0	0	0
<i>Number of juveniles held over 24 that meet the valid court order exception. In order to claim a valid court order exception, the facility must have notified an appropriate agency of the violation, an assessment of the juvenile's needs must be done within 24 hours of admission, and within 48 hours of the admission the assessment must be presented to the courts and a determination must be made as to whether there is reasonable cause to believe that the juvenile violated the court order.</i>			
Number of juveniles that are admitted to the facility that have committed a delinquent offense.	293	254	547
<i>Delinquent offender: A juvenile offender who has been charged with or adjudicated for conduct that would, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult (28 CFR 31.304(g)).</i>			
Total Number of juveniles admitted to detention	293	254	547

*If there are any situations identified as violations, a condition will be placed on the funding which requires the Tribe to work with DOC Formula Grant Staff to develop a detailed plan for providing alternative options for dealing with these youth in order to avoid future violations of the JJDP Act.

2016

Adult Jail/Lockup Name: Kiyuksa Otipi Reintegration Center

Note: Facility admission information should come from the facility that admits offenders. If a Tribe does not have a facility, they should make a note of what facility is used and what entity runs it. Admissions to facilities run by an entity other than the Tribe should not be reported.

Is the facility able to provide sustained sight and sound separation between adult and juvenile detainees within the facility? (Answer yes or no.) _____ No ☒ Yes

(If yes, what physical structures are in place to ensure sight/sound separation? In addition, what policies are in place to ensure the juveniles are separate?)

Juvenile Only facility

	Male	Female	Total
Number of juveniles that are admitted to the facility that have not committed a delinquent or status offense.*	0	0	0
<i>Nonoffender: A juvenile who is subject to the jurisdiction of the juvenile court, usually under abuse, dependency, or neglect statutes, for reasons other than legally prohibited conduct of the juvenile (28 CFR 31.304(i)). These cases are often referred to as Children in Need of Services (CHINS), Children in Protective Services (CHIPS), and Families in Need of Services (FINS).</i>			
Number of juveniles that are admitted to the facility that have committed a status offense.*	0	0	0
<i>Status Offender: A juvenile offender who has been charged with or adjudicated for conduct which would not, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult (28 CFR 31.304(h)). The following are examples of status offenses: truancy, violations of curfew, unruly, runaway, underage possession and/or consumption of tobacco products, underage possession and/or consumption of alcohol. This offense is always considered a status offense, even though State or local law may consider it a delinquent offense.</i>			
Number of juveniles that are admitted to the facility that have not committed a delinquent offense.	0	0	0
<i>Delinquent offender: A juvenile offender who has been charged with or adjudicated for conduct that would, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult (28 CFR 31.304(g)).</i>			
Number of juveniles held for delinquent offenses that were in the facility for less than 6 hours.	0	0	0
Number of delinquent offenders held over 6 hours but under 48 hours*	N/A	N/A	N/A
<i>Number of juveniles held for delinquent offenses that were in the facility for less than 48 hours.</i>			
Number of delinquent offenders held over 48 hours.*	N/A	N/A	N/A
<i>Number of juveniles held for delinquent offenses that were in the facility for more than 48 hours.</i>			
Total Number of juveniles admitted to jail	293	254	547

*If there are any situations identified as violations, a condition will be placed on the funding which requires the Tribe to work with DOC Formula Grant Staff to develop a detailed plan for providing alternative options for dealing with these youth in order to avoid future violations of the JJDP Act.

Attachment A

Dr. Gloria J. Kitsopoulos
Superintendent
Mr. Albert Sharp
School Board President
Mr. Hermus Bettelyoun
School Board Vice President
Mrs. Suzanne White Lance
Business Manager



Ms. Faith Richards
School Board Secretary
Mrs. Donna Salomon
School Board Member
Mrs. Marietta Vasquez
School Board Member

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

As an employee of the Oglala Lakota College and a School Board Member, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

American Horse School is one of our Elementary Schools that services the children from my district and the parents of students are very active participants. I am sure that they will also participate in the monthly activities of the "Wakanyeya Wicozani" (Healthy Children Project). I am sure that the impact on our district will be very positive and I look forward to the new strategies that they will introduce into our communities for the benefit of the Oglala Lakota Tribe.

Thank you for the opportunity to present my support of the American Horse School.

Respectfully,

A handwritten signature in cursive script that reads "Faith Richards".

Faith Richards
Oglala Lakota College Personnel Director
American Horse School Board Member

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

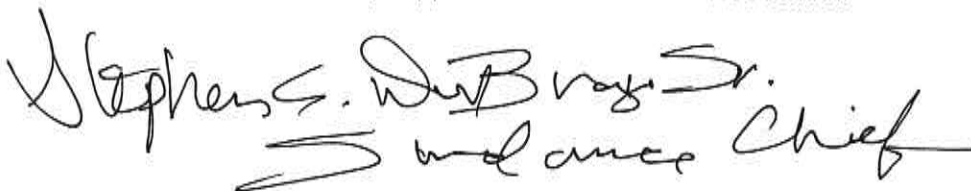
As a member of the Oglala Lakota Tribe and a Traditional Lakota Spiritual Leader, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

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Thank you for the opportunity to present my support of the American Horse School.

Respectfully,

Handwritten signature of Stephens S. Dubray Sr. and the title Sundance Chief.

Steve Dubray
Spiritual Leader
Pass Creek District

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

As a member of the Oglala Lakota Tribe and the Pass Creek District Service Center Representative, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

American Horse School is one of our Elementary Schools that services the children from my district and the parents of students are very active participants. I am sure that they will also participate in the monthly activities of the "Wakanyeja Wicozani" (Healthy Children Project). I am sure that the impact on our district will be very positive and I look forward to the new strategies that they will introduce into our communities for the benefit of the Oglala Lakota Tribe.

Thank you for the opportunity to present my support of the American Horse School.

Respectfully,

A handwritten signature in black ink, appearing to read "Everett Yellow Boy", written over a horizontal line.

Everett Yellow Boy
Service Center Representative
Pass Creek District

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

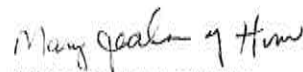
As a member of the Oglala Lakota Tribe and the Pass Creek district Community Action Program Secretary, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

American Horse School is one of our Elementary Schools that services the children from my district and the parents of students are very active participants. I am sure that they will also participate in the monthly activities of the "Wakanyeja Wicozani" (Healthy Children Project). I am sure that the impact on our district will be very positive and I look forward to the new strategies that they will introduce into our communities for the benefit of the Oglala Lakota Tribe.

Thank you for the opportunity to present my support of the American Horse School.

Respectfully,


Mary Jealous of Him
Community Action Program Secretary
Pass Creek District

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

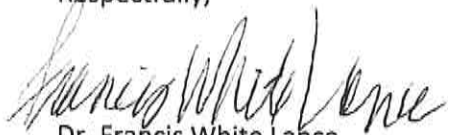
As a member of the Oglala Lakota Tribe and a Traditional Lakota Spiritual Leader, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

American Horse School is one of our Elementary Schools that services the children from my district and the parents of students are very active participants. I am sure that they will also participate in the monthly activities of the "Wakanyeja Wicozani" (Healthy Children Project). I am sure that the impact on our district will be very positive and I look forward to the new strategies that they will introduce into our communities for the benefit of the Oglala Lakota Tribe.

Thank you for the opportunity to present my support of the American Horse School.

Respectfully,

A handwritten signature in black ink, appearing to read "Francis White Lance", written over the printed name.

Dr. Francis White Lance
Lakota Language/Cultural Coordinator
Spiritual Leader
Pass Creek District

June 15, 2017

Juvenile Delinquency Prevention
Subgrant Application
Title II Formula Grant
South Dakota Department of Corrections

Dear Program Representatives:

As a Pass Creek District Representative with the Oglala Lakota Tribe, I am writing to support the application of American Horse School's Juvenile Delinquency Prevention Subgrant Application.

The objective of the proposal is to plan and implement programs and activities in order to give our students the tools to experience academic gains and improve self-esteem in order to prevent their entrance into the judicial system an entry into the Juvenile Detention System.

American Horse School is one of our Elementary Schools that services the children from my district and the parents of students are very active participants. I am sure that they will also participate in the monthly activities of the "Wakanyeja Wicozani" (Healthy Children Project). I am sure that the impact on our district will be very positive and I look forward to the new strategies that they will introduce into our communities for the benefit of the Oglala Lakota Tribe.

Thank you for the opportunity to present my support of the American Horse School.

Respectfully,

A handwritten signature in black ink, appearing to read "James Cross", with a stylized, flowing script.

James Cross
Pass Creek District Representative
Oglala Lakota Tribe
Oglala Lakota Tribe Education Committee
Oglala Lakota Tribe Law & Order Committee

Attachment B

418 con't.

Each student is given 100 points and points are taken away when misbehaving. When a student reaches the following level of points the parents will meet with the following departments:

75 Points Parents come and meet with Teachers

50 Points Parents meet with the Administration

25 Points Parents meet with American Horse School Board

When a student points reach 20 points remaining he/she will be placed in the alternative classroom and will work on general studies and understanding of policy.

419 BEHAVIOR POLICY MATRIX DEFINITIONS

419 A American Horse School Anti-Bullying Policy

American Horse School is committed to providing a safe and civil education environment for all students. American Horse School recognizes that a safe and civil education environment is one in which students are free from school violence and bullying. American Horse School further recognizes that students are free from school violence and bullying. American Horse School further recognizes that requiring school violence and bullying policies in BIE-funded schools and dormitories will reduce the risks that act of school violence and bullying pose to a safe and civil education environment.

"Bullying" is defined as an intentional written or verbal expression, physical act or gesture, or pattern thereof that takes place on school property, in school vehicles, at a designated school bus stop, or at any school-sponsored event that:

1. Causes physical harm or distress to a student
2. Damages a student's property
3. Has the effect of substantially interfering with a student's education
4. Is severe, persistent, or pervasive enough that it creates an intimidating or threatening educational environment
5. Has the effect of substantially disrupting the orderly operation of the school or dormitory

Examples of bullying may include:

1. Physical attacks (pushing, hitting, punching, hair pulling, scratching, spitting, etc.)
2. Verbal abuse (name calling, racist remarks, teasing, etc.)
3. Social exclusions (ostracism, ignoring, alienating, etc.)
4. Psychological abuse (acts that instill a sense of fear or anxiety)
5. **Any act that has the effect of insulting or demeaning any individual or group of individuals in such a way as to cause distress, reluctance to attend school, a decline in work standards, or problem behaviors.**
6. Any student participating in any and all social networking with malicious or negative intent that pertains to any American Horse School stake holders, student, or staff will be recommended to receive a major infraction with consequences.
7. Any student refusing teacher direction, disrespecting the class, and interrupting other student's education will be physically removed by an administrator, and/or an appropriate staff member and put in the alternative classroom.

418 BEHAVIOR POLICY MATRIXES –

The Behavior policy matrix enforce to provide a positive learning environment for al students attending American Horse School are as follows:

418 A -MINOR INFRACTIONS : ANY THREE (3) MINOR OFFENSES BECOMES A MODERAT IFRATION AND WILL BE REFERRED TO ADMINISTRATION FOR OVERSIGHT

3 MINOR INFRACTIONS OF THE SAME OFFICESE CAN BE RESULT IN STUDENT BEING PLACED IN SCHOOL SUSPENSION AND OR REFERRED TO COUNSELING.

Minor Infraction	Contact Parent \ Legal Guardian	Cultural Guidance and or Counseling	In School Suspension
Disruption of class	X	X	X
Horse Playing	X	X	X
Disrespectful Language/ Gestures	X	X	X
Abuse of School or personal materials	X	X	X
Inappropriate Personal conduct (i.e. table Manners, public displays of affection.	X	X	X
Refusal to work	X	X	X
Violation of Rules/ Playground rules	X	X	X
Academic Dishonesty (i.e. cheating, forging)	X	X	X
Inappropriate dress/Clothing	X	X	Student may be given an appropriate Shirt to wear

The Behavior policy matrix is enforced to provide a positive learning environment for all students attending American Horse School and is as follows:

418 A -Moderate infraction: Each Moderate infraction is a loss of five (5) points two (2) moderate's in a week student will be referred to in school suspension and counseling.

any three moderate offences becomes a major infraction & will be referred to administration for oversight

3 MINOR INFRACTIONS OF THE SAME OFFENSE CAN BE RESULT IN STUDENT BEING PLACED IN SCHOOL SUSPENSION AND OR REFERRED TO COUNSELING.

Moderate Infraction	Contact Parent \ Legal Guardian	Cultural Guidance and or Counseling	In School Suspension
Violation of fire code : i.e.: possession of fireworks, lighters, matches etc.....	X	X	X
Truancy Skipping Classes	X	X	X
Defacing school property	X	X	X
Hickeys	X	X	X
Bus Violations	X	X	X

The Behavior policy matrix is enforced to provide a positive learning environment for all students attending American Horse School and is as follows:

**418 A -Each Major infraction is a loss of ten (10) points
and an out of school suspension not to exceed ten (10) days
all Major offences will be referred to administration for oversight**

three (3) minor violations in one week = loss of 9 points + 1 days in school suspension
two (2) Moderate violations in one week = loss of 10 points + 1 days in school suspension
one (1) major infraction = loss of 10 points + 25 points if infraction results in an out of school suspension not to exceed ten (10) Days

Major Infraction	Contact Parent \ Legal Guardian	Cultural Guidance and or Counseling	In School Suspension
Fighting , Bullying , Racking	X	X	X
Possession of a weapon of any kind	X	X	X
bomb threat \ misuse of fire alarm	X	X	X
Vandalism \ Theft	X	X	X
Possession use , or distributing of drugs \ alcohol \ tobacco	X	X	X
Verbal \ Threats of bodily harm or Sexual harassment to students or staff	X	X	X
Gang Related Activates, Actions or graffiti	X	X	X
Malicious Negligence with Social media (cyber bullying)	X	X	X