

Council of Juvenile Services (CJS)
Proposed Meeting Agenda
Mitchell Technical Institute
Conference Room (Campus Center Room 146)
1800 East Spruce Street
Mitchell, South Dakota 57301
Call in #: 1-866-410-8397
Call in Passcode: 636 279 6441

Tuesday, June 19, 2018

Optional Tour for CJS Members and Department of Corrections (DOC) Staff Only:

9:30 AM Abbott House

Official Business: Campus Center Room 146

11:00 AM Welcome, Introductions, and Review Agenda (Chair Beth O'Toole)

11:10 AM Conflict of Interest Discussion and Disclosures (Bridget Coppersmith)

11:15 AM Period for Public Comment (Chair O'Toole)

11:30 AM Approval of March 2018 Meeting Minutes (Chair O'Toole)

11:40 AM Budget Status Report and Subgrant Updates (Bridget Coppersmith and Heather Van Hunnik)

11:50 AM Compliance Update (Heather Van Hunnik)

12:00 PM Break for Lunch (Lunch provided for CJS Members and DOC Staff)

12:45 PM Davison County Programs Presentation (Davison County State's Attorney Jim Miskimins)

1:30 PM DOC Recommendations for Funding Delinquency Prevention Applications (Bridget Coppersmith)

2:00 PM DOC Recommendations for Funding of Native American Programs Applications (Bridget Coppersmith)

2:30 PM DOC Recommendation for Disproportionate Minority Contact Supplemental Funding (Heather Van Hunnik)

2:40 PM Juvenile Justice Updates (Open to CJS Members)

2:50 PM Wrap-up and Next Meeting Dates (Chair O'Toole)

- Next Meeting Dates: September 11th and 12th

3:00 PM Adjourn (Chair O'Toole)

HB 1172 amended SDCL 1-25-1 by adding the following text:

The chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the chair's discretion, but not so limited as to provide for no public comment.

Effective July 1, 2018, that statute will read:

FOR AN ACT ENTITLED, An Act to revise certain provisions regarding meetings of certain public bodies.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 1-25-1 be amended to read:

1-25-1. The official meetings of the state, its political subdivisions, and any public body of the state or its political subdivisions are open to the public unless a specific law is cited by the state, the political subdivision, or the public body to close the official meeting to the public. For the purposes of this section, a political subdivision or a public body of a political subdivision means any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other agency of the state, which that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law. For the purposes of this section, an official meeting is any meeting of a quorum of a public body at which official business of that public body is discussed or decided, or public policy is formulated, whether in person or by means of teleconference.

It is not an official meeting of one political subdivision or public body if its members provide information or attend the official meeting of another political subdivision or public body for which the notice requirements of § 1-25-1.1 have been met.

Any official meeting may be conducted by teleconference as defined in § 1-25-1.2. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference shall be taken by roll call.

If the state, a political subdivision, or a public body conducts an official meeting by teleconference, the state, the political subdivision, or public body shall provide one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive or closed meeting.

The chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the chair's discretion, but not so limited as to provide for no public comment.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly-adopted policy, carrying out ministerial functions of that township, district, or municipality, or undertaking a factual investigation of conditions related to public safety, the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

Meeting Minutes -DRAFT
South Dakota Council of Juvenile Services
March 14, 2018

Statewide Dakota Digital Network (DDN) Locations

Wednesday, March 14, 2018

Council of Juvenile Services Members Present at DDN Locations: Beth O'Toole, Chair and Professor at the University of Sioux Falls; Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County; Taniah Apple, Youth Member; Dadra Avery, School Counselor at Sturgis Brown High School; Judge Tami Bern, First Judicial Circuit Judge; Keith Bonenberger, Community Member; Kristi Bunkers, Director of Juvenile Services; Kim Cournoyer, Service Provider; Chuck Frieberg, Director of Court Services; Renee Gallagher, Youth Member; Alexis Kohler, Youth Member; Mike Leidholt, Hughes County Sheriff; Aaron McGowan, Minnehaha County States Attorney; Vanessa Merhib, Executive Director of Boys & Girls Club of Brookings, Moody, and Yankton Counties; Betty Oldenkamp, CEO of Lutheran Social Services; Lyndon Overweg, Mitchell Chief of Public Safety; Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator; and Carol Twedt, Former Minnehaha County Commissioner.

Council of Juvenile Services Members Absent: Keegan Binegar, Youth Member; and Virgena Wieseler, Director of Division of Child Protection Services.

Others Present at DDN Locations: Secretary Denny Kaemingk, Bridget Coppersmith, and Heather Van Hunnik, South Dakota Department of Corrections (DOC); and Rachel Adair, Chaperone of Taniah Apple.

1. WELCOME, INTRODUCTIONS AND AGENDA REVIEW

Chair Beth O'Toole welcomed everyone to the meeting at 1:02 PM on March 14, 2018 and introductions were made. Chair O'Toole 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 through the Boards and Commissions Portal.

2. DISCLOSURE OF CONFLICTS OF INTEREST

Bridget Coppersmith explained that the only funding decision coming before the Council at the meeting was regarding the Minnehaha County Capstone Implementation Application which was submitted by Lutheran Social Services.

Coppersmith asked if any Council Members had conflicts of interest with the proposed agenda to disclose. Aaron McGowan, Betty Oldenkamp, and Carol Twedt disclosed that they had conflicts of interest with the Minnehaha County Capstone Implementation Application and that they would abstain from all discussion and action regarding the agenda item.

3. APPROVAL OF DECEMBER 2017 CJS MEETING MINUTES

Chair O'Toole provided an overview of the December 2017 Meeting Minutes. Chair O'Toole highlighted the Juvenile Services Reimbursement Program and the Fiscal Year 2018 Three Year Plan preparation discussions, the presentation from Minnehaha County regarding their participation in the Reducing Racial and Ethnic Disparities in Juvenile Justice Certificate Program, and the approval of the Council's State Fiscal Year 2017 Annual Report.

Betty Oldenkamp moved to approve the December 2017 meeting minutes, Lyndon Overweg seconded. Motion carried unanimously.

4. RATIFICATION OF FEBRUARY 2018 EXECUTIVE COMMITTEE ACTION

Chair O'Toole explained that an Executive Committee Meeting was held to review and approve the Council's problem statements based on suggested edits from the December Council Meeting.

Chuck Frieberg moved to ratify the February 2018 Executive Committee action, Miskoo Petite seconded. Motion carried unanimously.

5. 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 in the amount of \$797,616. Coppersmith explained that as of March 7, 2018, there was an outstanding balance of \$219,553.61 that needed to be spent prior to the end date of September 30, 2018. Based on the activity of current subgrants and spending patterns in program areas tied to DOC staff, the Council of Juvenile Services, and the County Reimbursement Program, Coppersmith anticipated a balance of \$96,717.32 at the end of June 2018. Coppersmith noted that up to ten percent of the award (\$79,761) could be moved between program areas to assist in closing out the award. Coppersmith explained that DOC staff would continue to monitor spending across all program areas on a regular basis to evaluate if additional funding options would be needed to ensure the award is fully expended by the end date.

6. DOC RECOMMENDATION AND FUNDING ACTION ON THE MINNEHAHA COUNTY CAPSTONE IMPLEMENTATION APPLICATION

Heather Van Hunnik provided an overview of the Reducing Racial and Ethnic Disparities (RED) in Juvenile Justice Capstone Project Implementation Application from Minnehaha County. Van Hunnik explained that the application was submitted by Lutheran Social Services (LSS) and outlined four implementation strategies: create a memorandum of understanding between the schools, courts, law enforcement, and local government to establish agreed upon institutional responses to behavioral incidents that occur in school at the arrest stage of the juvenile justice system; create a new Diversion Coordinator position; improve access to culturally-informed programming for youth of color; and provide implicit bias training to stakeholders. Van Hunnik stated that the application requested a total of \$51,066.00 in Formula Grant funds to implement the strategies. Van Hunnik noted that the requested salary amount for the diversion coordinator only represented 59% of the total cost as that was the percentage of juvenile arrests for youth of color in Minnehaha County. Van Hunnik explained that based on LSS's low risk score on the risk assessment tool and their positive history with current and past awards, the DOC recommended funding the application as submitted.

Mike Leidholt moved to approve the application for funding from Lutheran Social Services on behalf of Minnehaha County as presented, Kristi Bunkers seconded. Motion carried unanimously with Aaron McGowan, Betty Oldenkamp, and Carol Twedt abstaining from all discussion and action.

7. COMPLIANCE MONITORING REPORT AND PLAN SUBMISSION

Van Hunnik provided an overview of the finalized Compliance Monitoring Report that is due to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) by April 2, 2018. Van Hunnik explained that South Dakota will be reporting seven instances of violations with the deinstitutionalization of status offenders (DSO) requirement and zero violations with the jail removal and separation requirements for the reporting period of October 2016 through September 2017. Van Hunnik noted that all of the DSO violations were instances where a status offender was held securely beyond the allowable 24 hours which resulted in a violation rate of 3.28. Van Hunnik added that one youth in particular accounted for six of the seven violations. Although the compliance determination rates for the reporting period have yet to be released by OJJDP, Van Hunnik does not anticipate South Dakota having an issue with being in compliance due to the rate being significantly lower than the cut off rate from the previous reporting period.

Discussion ensued regarding the youth who accounted for the bulk of the violations and the parameters surrounding their stay in secure detention longer than allowable limitations.

Coppersmith provided an overview of the disproportionate minority contact (DMC) component of the compliance plan. Coppersmith explained that the plan is due along with the compliance monitoring report on April 2, 2018. Coppersmith noted that the data was based on the state fiscal year (SFY) time

frame of July through June rather than the calendar year time frame that was reported in previous plans. Coppersmith stated that the change in the reporting time frame was made to have data consistent between the DMC plan, the Three-Year Plan, and the Council's Annual Report. Coppersmith added that the focus of the current DMC plan was SFY 2017 (July 1, 2016 – June 30, 2017). Coppersmith explained that data is reported for youth at various stages of the juvenile justice system for the state of South Dakota and Minnehaha and Pennington Counties. Coppersmith added 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 for minority youth in Minnehaha and Pennington Counties.

Discussion ensued regarding the rates for minority youth at the points of detention and diversion.

8. APPROVAL OF FY2018 FORMULA GRANT APPLICATION

Coppersmith provided an overview of the FY2017 Formula Grants Program Application (Three-Year Plan) which is due to OJJDP by May 18, 2018. Coppersmith explained that the application is the start of a new three year plan cycle and has an anticipated award amount is \$400,000 which is consistent with recent awards. Coppersmith noted that the main changes from previous plans consisted of the award implementation period being four years rather than three to account for the limit of one extension per award and a 40 page limit for the program narrative component of the application. Coppersmith explained that the outline of the plan and the budgeted program areas were consistent with recent applications due to the 2015, 2016, and 2017 awards needing to be spent prior to the drawdown of the 2018 award. An amendment to the budget and plan could be submitted if the Council's goals and objectives change by the time the award is ready to be drawn down.

Discussion ensued concerning the content of the application and the work that goes into compiling it each year.

Keith Bonenberger moved to approve the FY2018 Formula Grant Application with the understanding that DOC staff will update the application as needed prior to submission, Betty Oldenkamp seconded. Motion carried unanimously.

9. JUVENILE JUSTICE UPDATES

Coppersmith explained that The Collation of Juvenile Justice (CJJ) is hosting their annual conference on June 28th and 29th in Washington DC and that OJJDP is partnering with CJJ to provide a track regarding State Advisory Groups and their roles with research, youth engagement, and compliance monitoring. Coppersmith stated that funds would be available to send some Council members if they were interested in attending.

Chuck Frieberg announced that Annie Brokenleg was hired as the new Statewide JDAI Coordinator and she will begin serving in the position on March 26, 2018.

8. NEXT MEETING LOCATION AND DATES

Coppersmith explained that the next meeting will be June 19th and is anticipated to take place in Mitchell, SD.

9. WRAP-UP AND ADJOURN

At 2:20 PM, Aaron McGowan moved to adjourn the March 2018 Council of Juvenile Services Meeting, Lyndon Overweg seconded. Motion carried unanimously.

Recorded by Bridget Coppersmith, Juvenile Justice Specialist

June 2018 Budget Status Report

FFY 2013 (\$403,949) and FFY 2014 (\$393,667) Formula Grant Awards (Approved End Date: 9/30/2018)						
State Program Title	Federal Budget	Exp to Date (6/6/2018)	Current Balance (6/6/18)	Submitted Amendment	Amended Balance (if approved)	Budget Narrative
Delinquency Prevention	\$290,000.00	\$226,282.51	\$63,717.49	-\$30,000.00	\$33,717.49	- Andes Central and Dell Rapids School Systems Year 1 Awards - Evaluation Services
Planning/Admin	\$50,000.00	\$50,000.00	\$0.00	\$10,000.00	\$10,000.00	- Costs associated with Formula Grant Program implementation by DOC administration staff - Cannot go negative in P&A Program Area
Council of Juvenile Services	\$28,667.00	\$18,019.93	\$10,647.07	-\$7,000.00	\$3,647.07	- Quarterly Meetings - Annual Report
Deinstitutionalization of Status Offenders (DSO)	\$42,000.00	\$39,950.50	\$2,049.50	\$4,000.00	\$6,049.50	- County Reimbursement Program
Separation	\$21,000.00	\$19,975.33	\$1,024.67	\$2,000.00	\$3,024.67	
Jail Removal	\$42,000.00	\$39,950.50	\$2,049.50	\$4,000.00	\$6,049.50	
Compliance	\$40,000.00	\$30,726.77	\$9,273.23	\$30,000.00	\$39,273.23	- Costs associated with compliance monitoring by DOC administration staff
Disproportionate Minority Contact (DMC)	\$160,000.00	\$147,983.13	\$12,016.87	\$30,000.00	\$42,016.87	- Two current subgrants - Costs associated with DMC by DOC administration staff - Minnehaha County RED Program
Native American Programs	\$123,949.00	\$55,101.58	\$68,847.42	-\$43,000.00	\$25,847.42	- American Horse School Year 1 Award
Total	\$797,616.00	\$627,990.25	\$169,625.75		\$169,625.75	

Juvenile Delinquency Prevention Subgrant Applications

Andes Central School District

Project Period: July 1, 2018- June 30, 2019

Project Summary

Positive Action Coordinator: By having a staff member in place to coordinate activities, it would provide support needed to monitor academics, attendance, and behavior. The coordinator would also be the liaison in making connections with the families.

Heather Robbins, PBIS Consultant: Heather will be in assistance for preparation, onsite training, and a follow up.

Project Importance

- It will help reduce the community and individual risk factors affecting the students.
- By continuing the grant, they will add support programs, such as PBIS, after school tutoring and family engagement activities.
- The grant can allow for a staff member to be fully trained to implement the curriculum.

Project Budget

- PBIS Coordinator, SWIS Facilitator; Positive Action Coordinator; After School Tutor; Monthly Family Engagement Activity (5 days a week) = \$28,480 (\$20 per hour) + Employment Fringe Benefits (\$14,116) = **\$42,596**
- Heather Robbins, PBIS Consultant; quarterly = **\$4,000**
- Travel = **\$0**
- Equipment = **\$0**
- Operating Expenses = **\$3,404**
 - Food for Family Night = \$1,200
 - Stipend for teachers who help with Family Night = \$300
 - Snacks for After School Tutoring = \$900
 - Supplies = \$600

Total= \$50,000

Dell Rapids School District

Project Period: July 1, 2018- June 30, 2019

Project Summary

Elementary Counselor: By having an employed full time Positive Action Coordinator, they can implement Positive Action through a proactive counseling program that works directly with the students. 50% of the employee's budget was reimbursed through the grant.

On-site Positive Action Trainer: A certified training would provide elementary teachers and paraprofessionals with philosophies, research and classroom curriculum.

Project Importance

- The curriculum created friendship groups and reinforced individual counseling.
- By continuing the grant, they will
 - Address the need of providing an Equitable Learning Environment, while reducing behavior incidents.
 - They will be able to provide a counselor for students

Project Budget

- Positive Action Coordinator Salary (\$22,392.50) + Employment Fringe Benefits (\$6,727.78) = **\$29,120.28**
- On-site Positive Action Training = **\$3,000**
- Travel and Per Diem = **\$1,676**
 - Airfare for PA trainer = \$1,200
 - Hotel for PA trainer = \$150
 - Meals for PA Trainer = \$102
 - Ground Transportation for PA Trainer = \$224
- Counselor supplies to supplement PA curriculum = **\$750**
- Shipping expenses for PA training materials = **\$75**

Total=\$34,621.28

Juvenile Delinquency Prevention Subgrant Application Year 2

Title II Formula Grant
South Dakota Department of Corrections
APPLICATION DUE: June 1, 2018

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 1, 2018. 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*

RECEIVED
MAY 30 2018
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: Andes Central School District #11-1		
Address: PO Box 40		
City/State/Zip: Lake Andes, SD 57356	Phone: 605-487-7671	Fax: 605-487-7051
Email:	(FEIN): 466001101	
Project Director Name: Jennifer Lhotak		Title: School Counselor
Agency: Andes Central MS/HS	Address: PO Box 40	
City/State/Zip: Lake Andes, SD 57356	Phone: 605-487-7671	Fax: 605-487-7051
Email: Jennifer.lhotak@k12.sd.us		
Select source from which the program model was cited:		
<input type="checkbox"/> OJJDP Model Program Guide <input type="checkbox"/> SAMHSA Model Program <input type="checkbox"/> Other (indicate source below with name)		
Please indicate the name of the evidence-based program implemented: Positive Action Curriculum		
Project Title:	Positive Action	
Project Period:	July 1, 2018 – June 30, 2019	

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
PBIS Coordinator; SWIS Facilitator; Positive Action Coordinator; After School Tutor; Monthly Family Engagement Activity 5 day per week	\$28,480 = \$20 per hour
<i>Employee Fringe Benefits Ins + OASI + SDRS</i>	\$14,116
TOTAL	\$42,596
B. Contracted Services	TOTAL
Heather Robbins, PBIS Consultant; quarterly	\$4,000
TOTAL	\$4,00
C. Travel and Per Diem	TOTAL
	\$
TOTAL	\$
D. Equipment	TOTAL
	\$
TOTAL	\$
E. Operating Expenses	TOTAL
Food for family night \$1200	\$1200
Stipend for teachers who help @family night \$300	\$300
Snacks for after school tutoring \$900	\$900
Supplies \$600	\$1,004
TOTAL	\$3,404

Total Project Budget -- <i>Combined totals for all columns</i>	\$50,000
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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:	Positive Action Coordinator		
Justification for the position :	Having a staff member in place to coordinate these activities would provide the support needed to monitor academics, attendance, and behavior. He/she would also be our liaison to making connections with our families.		
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time	
1. Positive Action Coordinator – deliver curriculum		39%	
2. PBIS Coordinator		45%	
3. After school tutoring		7%	
4. Family Engagement Facilitator		8%	
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:	We will pay our coordinator \$20 per hour full time for 36 weeks per school year with 178 contracted days. Total salary including benefits \$42,596.		
Benefits:	Ins + OASI + SDRS = \$14,116		
Position #2:			
Justification for the position :			
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:			
Benefits:			

Please attach additional sheets for more than 2 positions

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:	Heather Robbins, PBIS Specialist
Consultant Fees:	\$4,000
Contracted Service:	Contracted services will include travel expenses, preparation, onsite 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:	
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	
Purpose of Travel:	
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	

Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs 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.

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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.

Postage for newsletter; supplies for activities/family night \$600; food for family night \$1200; Stipend for teachers who help with family night - \$25 per teacher per event; Snacks for after school programs \$900
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- \$25 per teacher per event: The district policy for After-school certified teacher rate was set and approved at \$25. This financial support ensures staff will be available to assist set up and clean up, along with helping to host games, and engage with parents.
- Food for family night: 92.7% of our students qualify for the free and reduced meals through the school. This is a need not only for our students but for our community at large. Finding a way to share information during meal/refreshments has proven to be an effective tool for bridging the school-community gap. During these training sessions we hope to help create healthy conversations, and incorporate conflict resolution techniques that correlate with the curriculum. Providing food will allow whole families to attend these family training sessions; we have limited student and family activities within the community and this allows us the opportunity to share proven intervention strategies, thus reducing delinquent behaviors, while strengthening family bonds, and building a school-community partnerships.

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. UPDATED THREE-YEAR DELINQUENCY PREVENTION PALN

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 Updated 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. The Updated Three-Year Delinquency Prevention Plan includes the following sections:

- A Project Abstract and Demonstration of Continued Need;
- B Organizational Readiness;
- C Assessment of Delinquency Risk and Protective Factors;
- D Identification of Available Resources, Gaps, and Evidence-Based Programs;
- E Strategy for Implementing Evidence-Based Programs;
- F Project Performance Measures and Evaluation;
- G Description of Program Geographic Boundaries;
- H Target Population; and
- I Budget.

A. PROJECT ABSTRACT AND DEMONSTRATION OF CONTINUED NEED

The Juvenile Delinquency Prevention Subgrant will help fill 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

for the Positive Action Curriculum will be grades 6 through 9. Our target group for Positive Behavior Interventions and Supports (PBIS) is grades 6-12. Our school system stands out as needing the funding due to the many risk factors; including the high number of Native American students (approximately 90% of our population) we serve a high number of Native American youth who come from single parent/grandparent homes, the accessibility to drugs/alcohol, poor nutrition, and untreated medical and psychiatric disorders. Also the lack of community resources and seclusion from major cities with additional resources makes us stand out as needing funding. Upon receiving the grant for the second year, we will continue to be committed to Positive Action by adding support programs such as PBIS, after school tutoring and family engagement activities. With this funding, we can designate a staff member to fully implement Positive Action and the other support programs listed above. The school counselor attended the Positive Action training in Pierre on June 6 & 7, 2017 and our new principal will be attending PBIS training this summer. With this training, we are vested in implementing the Positive Action Curriculum and PBIS program.

B. ORGANIZATIONAL READINESS

After implementing the Positive Action Curriculum with this year's seventh and eighth graders, it was evident that the support was necessary. This program allowed us to have healthy conversations that students would not have had otherwise. We feel we had more students reaching out for help. This allowed a designated time for team building and building rapport between students and teachers. The curriculum allowed our students the opportunity to learn conflict resolution skills which we feel created more cooperation between students during class time. For the 2018-2019 school, we are planning to expand the Positive Action Program to 6 through 9 grades and incorporating PBIS 6 through 12 grade. In order to prevent our students from falling behind academically, we will be incorporating a tutoring program; where a snack will also be provided. For more rounded support with the Positive Action Program, we plan to incorporate a monthly family engagement night.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS

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 and 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 result in calls to law enforcement include: drug usage, fighting, endangerment of others.

Community Risk Factors – Lake Andes is a rural community on 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 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.

We had 1 juvenile already on probation when we started the 2017-2018 school year and had 2 new offenders. The top offenses this last school year was drug use during school. The top 2-5 delinquency risk factors are drug use, alcohol use, fighting, and threats. The risk factors are related to the community, family history and peers. The top delinquency risk factors were determined by behavior referrals as write ups in school. The identified risk factors have changed from fighting to drug usage.

3. Protective Factors – Currently, Lewis and Clark counselors come to our school and meet with a small percentage of students. When new referrals are made, students are put on a waiting list for months. We have a school counselor to address individual needs of our students but is not able to do intense counseling due to the demand of her job duties. 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, GAPS, AND EVIDENCE-BASED PROGRAMS

It is evident by the above information that we have gaps in being able to provide resources to youth in our community due to limited resources being available to them. The implementation of Positive Action has provided an aide in 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. We have begun the groundwork with this program to provide the students with the tools they could use in day to day positive decision making.

Year one implementation of the Juvenile Delinquency Prevention Subgrant was effective at a classroom level for our 7th and 8th graders. We saw an increase in communication between the students and they were more open to participating in group activities and group conversations about very difficult topics. For year two, we plan to maintain three days a week with curriculum implementation, improve parent communication with the school, expand curriculum to grades 6-9, incorporate Positive Behavior Support Interventions (PBIS) in grades 6-12, and advocate for more positive family engagement.

E. STRATEGY FOR IMPLEMENTING POSITIVE ACTION

The school counselor attended Positive Action training in Pierre on June 6-7, 2017 and the staff were trained via webinar on the Positive Action Program last fall. Our school district has purchased Positive Action Curriculum for grades 6-12 and plans to deliver curriculum three times a week in the classroom to grades 6-9 for the 2018-2019 school year. We've also purchased the Counselor's Kit, Conflict Resolution Kit, and Secondary Climate Kit from Positive Action to integrate into the curriculum and school climate. We plan to purchase the SWIS software to have more accurate data to track behavior. We will follow the program guidelines of planning, preparing, implementing and assessing student behavior. At the end of year three, with the full support of our administration, our goal would be to continue the implementation of Positive Action and PBIS. Our desired long term goal includes less office referrals, fewer juvenile delinquents, and a more positive school climate.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION

The Positive Action Coordinator will conduct a pre/post-test and submit monthly reports for each student in grades 6-12 in compliance with the program requirements.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

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 five schools. These include Andes Central High School, Andes Central Middle School, Andes Central Elementary, Lake View Colony and Peace Creek Colony. The Andes Central School District boundaries reside within the Yankton Sioux Indian Reservation.

H. TARGET POPULATION

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		X	First Time Offenders			Suburban
X	Black/African American		X	Repeat Offenders		X	Tribal
X	Hispanic or Latino (of any race)			Sex Offenders			Urban
	Other Race			Status Offenders		Age:	
X	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		Other_____	X	16- 18

I. BUDGET

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.

Beth O’Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Taniah Apple, Youth Member;

Dadra Avery, School Counselor at Sturgis Brown High School;

Judge Tami Bern, First Judicial Circuit Judge;

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;
Sheriff Mike Leidholt, Hughes County Sheriff;
Aaron McGowan, Minnehaha County States Attorney;
Alexis Kohler, Youth Member;
Vanessa Merhib, Executive Director of Boys & Girls Club of Brookings, Moody, and Yankton Counties;
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;
Lyndon Overweg, Mitchell Chief of Public Safety;
Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator;
Carol Twedt, Former Minnehaha County Commissioner; and
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 (EEO): Pursuant to 28 C.F.R. §§ 42.301-301, applicant must take one of the following actions: either submit an EEO to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEO on file, or submit an EEO Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEO 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:

- o 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.
- o 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**.
- o 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.
- o 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.

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 <u>Debera Lucas</u>	Title <u>Superintendent</u>
Address <u>PO Box 40</u>	City/State/Zip <u>Lake Andes SD 57356</u>
E-mail <u>Debera.Lucas@K12.sd.us</u>	Phone <u>(605) 487-7671</u> Fax <u>(605) 487-7051</u>
Signature <u>Debera Lucas</u>	Date <u>05-16-18</u>

B. Project Director

Name <u>Jennifer Lhotak</u>	Title <u>School Counselor</u>
Address <u>PO Box 40</u>	City/State/Zip <u>Lake Andes SD 57356</u>
E-mail <u>Jennifer.lhotak@k12.sd.us</u>	Phone <u>605 487 7671</u> Fax <u>605 487 7051</u>
Signature <u>Jennifer C Lhotak</u>	Date <u>5/16/18</u>

C. Financial Officer

Name <u>Susan Johnson</u>	Title <u>Business Manager</u>
Address <u>PO Box 40</u>	City/State/Zip <u>Lake Andes SD 57356</u>
E-mail <u>susan.johnson@K12.sd.us</u>	Phone <u>605 487 7671</u> Fax <u>605 487 7051</u>
Signature <u>Susan Johnson</u>	Date <u>5/16/18</u>

D. Other Official

Name	Title
Address	City/State/Zip
E-mail	Phone Fax
Signature	Date

Juvenile Delinquency Prevention Subgrant Application Year 2

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 1, 2018

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 1, 2018. 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

RECEIVED
JUN 01 2018
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: Dell Rapids School District		
Address: 1209 N Garfield		
City/State/Zip: Dell Rapids SD 57022	Phone: 428-5473	Fax: 428-5631
Email: Jay.Nelson@k12.sd.us	(FEIN): 46-6009579	
Project Director Name: Jay Nelson		Title: Elementary Principal
Agency: Dell Rapids Elementary	Address: 309 W 15 th St	
City/State/Zip: Dell Rapids SD 57022	Phone: 428-5473	Fax: 428-5631
Email: Jay.Nelson@k12.sd.us		
Select source from which the program model was cited: <input checked="" type="checkbox"/> OJJDP Model Program Guide <input type="checkbox"/> SAMHSA Model Program <input type="checkbox"/> Other (indicate source below with name)		
Please indicate the name of the evidence-based program implemented:		
Project Title:	Dell Rapids Positive Action	
Project Period:	July 1, 2018 – June 30, 2019	

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
Positive Action Coordinator Salary	\$22,392.50
<i>Employee Fringe Benefits</i>	\$6727.78
TOTAL	\$29120.28
B. Contracted Services	TOTAL
On-site Positive Action Training	\$3000
TOTAL	\$3000
C. Travel and Per Diem	TOTAL
Airfare for PA trainer	\$1200
Hotel for PA trainer	\$150
Meals and incidentals for PA trainer	\$102
Ground transportation for PA trainer	\$224
TOTAL	\$1676
D. Equipment	TOTAL
Counselor supplies to supplement Positive Action curriculum	\$750
TOTAL	\$750
E. Operating Expenses	TOTAL
Shipping expenses for PA trainer materials	\$75
TOTAL	\$75
Total Project Budget – Combined totals for all columns	\$34,621.28

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: **0.5 FTE Elementary Counselor position**

Justification for the position :	In Year 1 of our awarded grant application, the Dell Rapids School District employed a full time elementary counselor to implement Positive Action. 50% of that employee's personnel budget was reimbursed through this grant for 3 years. Duties of the position is to implement Positive Action through a proactive counseling program directly with the students at the elementary.
---	--

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Coordinator will be fully responsible for Positive Action implementation for grades PK-4. Duties will include planning, implementing, and data keeping.	50%
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:	\$22,392.50
Benefits:	\$6727.78

Position #2:

Justification for the position :	
---	--

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:	

Please attach additional sheets for more than 2 positions

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. <u>Contracted services fees cannot exceed \$650 per day.</u>	
Consultant #1:	
Consultant Fees:	On-site Positive Action trainer - \$3000
Contracted Service:	A certified Positive Action trainer would provide on-site training on the philosophies, research and classroom curriculum implementation for our elementary teachers and paraprofessionals.
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (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:	Training - see attached proposal from Positive Action
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	
Purpose of Travel:	
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs 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. Our small group and individualized counseling sessions require a safe, caring environment that is conducive for students to discuss their feelings. A solid relationship needs to be established for effective counseling. Relationships will be established through games and activities we will purchase with this budget. Board games - \$500 -- Activity packs - \$250	
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.	

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.**

Positive Action Program Training Budget for Dell Rapids Elementary 5/31/18

Description

1 day of *Positive Action* Program Training covering PreK – 4th grade curriculum with one *PA* Trainer. To be held August (TBD), 2018.

Training Services Prices

<i>Item</i>	<i>Qty</i>	<i>Price per Item</i>	<i>Total</i>
• Training by <i>PA</i> Trainer	1 days	\$3000	\$3000
• Airfare for <i>PA</i> Trainer	Roundtrip	\$1200	\$1200
• Hotel for <i>PA</i> Trainer	1 nights	\$150	\$150
• Per Diem (meals and incidentals)*	2 days	\$51	\$102
• Ground Transportation	2 days	\$112	\$224
• Shipping: Training Packets	1 way	\$75	\$75

TOTAL TRAINING PRICE

\$4751

*Per Diem rate determined by the current U.S. government rates for (Dell Rapids, SD)

SECTION 4. UPDATED THREE-YEAR DELINQUENCY PREVENTION PLAN

A. PROJECT ABSTRACT AND DEMONSTRATION OF CONTINUED NEED

Dell Rapids School District administrators, including the Superintendent, High School Principal, Middle School Principal and Elementary Principal attended Positive Action Orientation training in Pierre, South Dakota on June 6th and 7th, 2017. We were drawn to this training as we have identified a need to strengthen our existing counseling programming to address the growing mental health needs of our students, families and community. The Positive Action Orientation (POA) curriculum, with its research base, fits our need to align our proactive counseling program with our district's vision of "Empowering Each Other to Excel." The "Think, Act, Feel" concept can be implemented schoolwide at the elementary level within our existing classroom counseling schedule, as well as reinforced with identified individuals and small groups in need.

Every learner should have access to an effective learning environment in which he/she has multiple opportunities to be successful. The elementary school learning environment was assessed in the fall of 2016 during the AdvancED External Review. The External Review Team used the Effective Learning Environments Observation Tool (eleot™) to provide targeted suggestions for both positive practices and areas for growth. An area that scored low was the Equitable Learning Environment. The team felt very little opportunity existed for students to learn about their own and other's backgrounds, cultures, or differences.

Implementing the Positive Action Orientation model will address the need of providing an Equitable Learning Environment. Infusing the "Think, Act, Feel" verbiage and practices within our school culture will help every learner to be educated on a level surface. This curriculum will address areas we feel that students have become inequitable including: disability differences, bullying, financial deficiencies, broken homes and mixed families. Equipping our staff and students with the PAO concepts will help lead our students to making positive decisions and becoming an empathic learner.

Additionally, we feel the PAO curriculum is a positive step to addressing our community health needs. The Dell Rapids Connections group was formed 5 years ago to help address our increasing suicide rates among our youth and young adults in the community. This committee is comprised of district administrators/counselors from both public and private schools, clergy, law enforcement and area community mental health professionals. While suicide had started as the main focus of this group's work, it has evolved to encompass a wider range of need in our community. Our community has been in the news for an increase of criminal activity including alcohol and drug related offenses and multiple murders in recent years. The Dell Rapids Connections group has programmed and provided support for community in these times of need.

While programming options for older students has had a positive impact, finding methods to address our elementary population has fallen short. We feel strongly that implementing a comprehensive counseling

program at a young age will help alleviate poor decision making at a later level by increasing the self-esteem, tolerance and decision making capabilities.

When we submitted our initial application last summer our major hurdles to accomplishing this task was two-fold. First, we needed a researched-based curriculum that could be infused within our culture and implemented. Next, the Dell Rapids School District was only able to financially provide a counselor half time to our students. These two constraints were both addressed with the awardance of this grant. We are only able to continue with these additional services through the financial assistance of this grant.

B. ORGANIZATIONAL READINESS

The Dell Rapids School District is again requesting grant dollars for the sole purpose of implementing Positive Action. All administrators in the district feel that in order to create a culture that promotes and supports positive behaviors, targeted programing needs to start in the elementary.

Our middle school is also implementing components of Positive Behavior therefore students who transition out of elementary will continue with similar programming that is geared toward their specific grade level.

The district's superintendent and school board are supportive and optimistic about receiving grant dollars to implement Positive Action. All parties believe that in order for our climate to continue improving, Positive Action programming needs to stay implemented for additional years. Everyone is 100% invested in making sure the program is a success.

Letters of support have been provided by Dr. Summer Schultz and Jay Nelson.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS

Tracking behavior incidents over the last 3 school years at the Middle School level (grades 5-8), we are seeing an uptick in behaviors reported in the Phone/Electronic Device and Inappropriate Behavior categories. While we can attribute the Phone/Electronic infractions to the increase of accessibility, it is worrisome that the increase of accessibility will lead to an increase of bullying. Inappropriate behaviors generally involve incidents of conflict between students of which we are seeing a significant increase each school year. With this trending data, it is our belief that a proactive approach is necessary to decrease these behaviors. Comprehensive programming at the elementary level will address these concerns proactively. Implementing Positive Action at both the elementary and middle school levels will offer more substantial educational opportunities to students for increased positive interactions and decision making.

Dell Rapids Middle School Behavior Incidents (3 year data)

Behavior	2014-2015	2015-2016	2016-2017	2017-2018
Phone/Electronic Infractions	15	17	30	35
Disrespectful/ Obscene Language	4	2	7	7
Inappropriate Behavior	16	21	26	30
Insubordination	3	0	2	1

Data has not been collected regarding the community's demographics, however, in just the last year, our community has dealt with a wide range of issues including murder and drug violations. It is clearly evident that our community is changing and being close to Sioux Falls, there is a transient working population that continues to alter the educational community.

D. IDENTIFICATION OF AVAILABLE RESOURCES, GAPS, AND EVIDENCE-BASED PROGRAMS

Based on statistics from last school year in the elementary building, we would easily be able to identify 10-15 students as a target population of individuals to receive intervention based on the Positive Action Curriculum through individual or small group settings. These statistics are obtained based on parent and teacher referral of students that were not able to be served on a regular basis due to limited resources and funding.

In the past, we have offered Friendship/Social Skills groups for students in targeted grades. Due to the limited amount of time and resource, this has been limited to one day per week over the lunch period. Numerous students showing interest/need were not able to receive services due to the limited resources. These services would be more effective provided by the school counselor through a program grant such as Positive Action based on the relationship that the counselor already has with the students and their ability to follow-through and interact with the students throughout the week rather than on a very limited time basis. (This is separate from the 10-15 listed above... we offered groups alternately to 2nd, 3rd and 4th grades with many who submitted parent permission but not able to be placed in a group).

The identified need/interest for these services would most likely be even greater if we were able to extend the offer of these services to more students. We have had to limit those who could be considered for participation due to limited time and funding.

Based on topics within the Positive Action curriculum these are some areas that our students would benefit from that would enhance our already-existing counseling and preventative resources: Academic Achievement, School Climate Development, Character Education, Bullying Prevention, Social and Emotional Learning, Cyberbullying Prevention, Career Education, Self-Concept, Classroom Management.

Completed with our first year of Positive Action, we were able to address many of our gaps in preventive counseling program with the increase of time. The counselor utilized the Positive Action curriculum in classrooms (whole group instruction), created friendship groups and also reinforced through individualized counseling as needed.

Our next steps are to infuse the Positive Action verbiage and curriculum in our school. We have purchased additional classroom packs to be utilized by classroom teachers. To accomplish this, we are requesting additional training for our certified and classified personnel that work directly with our students.

E. STRATEGY FOR IMPLEMENTING POSITIVE ACTION

Positive Action resources will be funded through our grant request. As stated elsewhere, the district will set aside .5FTE of a staff member to facilitate Positive Action at the elementary school. Because this person will have only Positive Action duties to complete during half of her school day, coordination of the program will be given adequate time and full commitment. It is the intent of the school to implement the program throughout the 2017-2018 school year. All administrators have attended basic training and we are asking for the ongoing training kit to make sure the program is implemented with complete fidelity. Finally, it is our intention to utilize Positive Action as a school wide program even after the 3-year funding cycle ends.

Although additional activities and goals will be created upon further training and preparation, the list below includes activities that will be now be possible with Positive Action.

- 1) Target Individual Students as identified by teacher, staff or parent referral. These students would participate in individual and/or small group intervention using the Positive Action curriculum. Based on last school year, we could easily identify 10-15 students who would greatly benefit from individual and/or small group services.
- 2) Create Small Groups to focus on specific topics. Examples of topics may include: social and emotional learning, academic achievement, time-management/goal setting, family dynamics. These groups would incorporate the Positive Action Curriculum. Based on conversations with teachers, parents and students in the past, if we were able to make this available, I believe there would be great interest shown.

- 3) Positive Action School Counselor Curriculum - Incorporate this curriculum into our bi-weekly classroom guidance time that are provided to grades PK thru 4th grade.
- 4) Elementary School Climate Development - Implement the school climate development portion of the curriculum to create school-wide awareness, education and implementation of the Positive Action Curriculum.
- 5) Positive Action Leadership - If time and funding allows, we would like to implement a leadership group among our older students in the elementary building, similar to a student council, to develop leaderships skills and promote school-wide ideas to further motivate and implement the Positive Action concepts in our building.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION

The Dell Rapids Public School has experience with data collection. We are committed to being educated on grant specific expectations and will provide knowledgeable staff to assist with collection, retention and sharing. This year, we have submitted our pre and post data and are awaiting results.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The Dell Rapids Public School District is located in the town of Dell Rapids, which is known as "The Little City with the Big Attractions". It lies in southeastern South Dakota, approximately 15 miles north of Sioux Falls, the state's largest city. The gradual expansion of the town's residential areas and businesses are moving west toward the interstate. Dell Rapids was established in 1871 and surrounds the banks of the Big Sioux River. This community of approximately 3824 people thrives over the foundation of a rich vein of red quartzite that run 2600 feet deep and hundreds of miles wide. The scenic rock cliffs called the "dells" are carved out of the banks of the Big Sioux and are a beautiful part of the attraction of this city. The great farmland and the quartzite quarry are the heart and soul of Dell Rapids. As you can imagine, our Quarrier name originated from the quartzite which lies beneath the town.

The Dell Rapids Public School District is comprised of 3 schools. The elementary school opened in 2012 and houses Early Childhood Special Education, Kindergarten Prep, and grades K-4. The school has approximately 380 students. Jay Nelson is the building principal and he also serves as the district's Special Education Director. Middle school at DRPS consists of grades 5-8.

Currently 266 students are in attendance and Fran Ruesink is the building principal. Approximately 280 High School students are in grades 9-12. Drew Bunkers will begin his first year as principal and also serves as the assistant athletic director.

In the past three years the city has seen economic growth with additions of Casey's General Store, Dollar General, and Shopko. Residential growth has also taken place, although growth is not as extensive as neighboring Sioux Falls metro communities closer to Sioux Falls.

Dell Rapids School District currently has an enrollment of 913 students. DRPS students are predominantly of white Caucasian descent, and approximately 19% of our students qualify for economic disadvantaged status. Although the 2015-2016 school year saw a slight drop in enrollment, our average number of students remains consistent. Dell Rapids also has a private school, Dell Rapids St. Mary's. Students from the private school receive special education, title, and selected high school courses from our district.

Approximately 130 people work for the Dell Rapids Public School. Currently, 65 certified teachers are employed and together they average 15 years of experience. 18% of these individuals have obtained an advanced degree.

Although minimal, data from Smarter Balanced shows Dell Rapids students have higher proficiency levels than state averages in English Language Arts and Mathematics.

H. TARGET POPULATION

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
X	Black/African American			Repeat Offenders		X	Tribal
X	Hispanic or Latino (of any race)			Sex Offenders			Urban
X	Other Race			Status Offenders		Age:	
X	White/Caucasian			Violent Offenders		X	Under 11
Sex:		Referral Source:					12-13
X	Female	X	School		Court System		14-15
X	Male		State’s Attorney	X	Other Parent		16- 18

I. BUDGET

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.

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

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Taniah Apple, Youth Member;

Dadra Avery, School Counselor at Sturgis Brown High School;

Judge Tami Bern, First Judicial Circuit Judge;

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;

Sheriff Mike Leidholt, Hughes County Sheriff;

Aaron McGowan, Minnehaha County States Attorney;

Alexis Kohler, Youth Member;

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

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Lyndon Overweg, Mitchell Chief of Public Safety;

Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator;

Carol Twedt, Former Minnehaha County Commissioner; and

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:

- o 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.
- o 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**.

- o 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.
- o 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 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: Summer Schultz

Title: Superintendent of Schools

Address: 1216 N Garfield Avenue

City/State/Zip: Dell Rapids, SD 57022

E-mail: summer.schultz@k12.sd.us

Phone (605) 428-5473

Fax (605) 428-5609

Signature

Date

6/1/18

B. Project Director

Name: Jay Nelson

Title: Elementary Principal

Address: 309 W 15th Street

City/State/Zip Dell Rapids, SD 57022

E-mail: jay.nelson@k12.sd.us

Phone (605) 428-5473

Fax: (605) 428-5609

Signature

Date

6-1-18

C. Financial Officer

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

6/1/18

D. Other Official

Name

Title

Address

City/State/Zip

E-mail

Phone

Fax

Signature

Date

Dr. Gloria J. Kitsopoulos
Superintendent
Mr. Justin Poor Bear
School Board President
Mr. Hermus Bettelyoun
School Board Vice President
Mrs. Suzanne White Lance
Business Manager



Ms. Faith Richards
School Board Secretary
Mrs. Lola Sharp
School Board Member
Mrs. Marietta Vasquez
School Board Member

31 May 2018

Bridget Coppersmith

Juvenile Justice Specialist

Department of Corrections

3200 East Highway 34

Pierre, South Dakota 57501

Reference: South Dakota Department of Corrections Title II Formula Grant

Ms. Coppersmith

American Horse was very appreciative of your awarding the school the Juvenile Delinquency Prevention sub grant for the 2017-2018 school year.

AHS was committed to the project and definitely believes more can be done to help educate our young people about being successful in their lives in lieu of turning to alcohol, drugs or criminal behavior. AHS is very interested in applying for the sub grant for the upcoming school year 2018-2019, however, it is virtually impossible for us at this time to complete an application packet. June 1st is the due date for all of our BIE reports, end of year grants and our proposals for the new school years for our academic curriculum requirements as well as ordering supplies for next school year. Therefore, AHS is requesting a one month extension to get its application completed and submitted. Hopefully, we can get it completed sooner, but with summer help being minimal it is difficult to get all the documentation signed and complied.

I am emailing this letter but will send the original by mail tomorrow, please let us know if an extension is possible by contacting the undersigned at 605-455-1681 or gloria.kitsopoulos@bie.edu.

A handwritten signature in dark ink, appearing to read "Gloria J. Coats-Kitsopoulos". The signature is fluid and cursive, with the last name being particularly prominent.

Dr. Gloria J Coats- Kitsopoulos

Superintendent

Native American Programs Subgrant Application

Sisseton-Wahpeton Oyate Court

Project Period: July 1, 2018- June 30, 2019

Project Summary

Juvenile Probation/Diversion Officer: The Probation/Diversion Officer would help to divert children away from detention as well as provide in-home counseling services.

Project Budget

- Juvenile Probation/Diversion Officer (\$38,000) + Employee Fringe Benefits (\$12,000) = **\$50,000**
- Travel = \$0
- Equipment = \$0
- Operating Expenses = \$0

Total = \$50,000

Project Importance

- The Oyate Court currently does not have a Juvenile Probation Officer and has been relying upon the Adult Probation officers to supervise and counsel juvenile offenders.
- Due to the Tribe passing felony sentences for drug offenders, Adult Probation officers have become extremely occupied. As a result, Juvenile offenders are not receiving diversion services.
- The Probation officer can help Juveniles with mental health and substance abuse.
- The Oyate Court processes 200 juveniles per year, with a majority of drug and alcohol violations.
- The officer can help the juveniles divert from drugs and alcohol.

SFY 2019 Native American Programs Subgrant Application

Title II Formula Grant
South Dakota Department of Corrections
APPLICATION DUE: June 1, 2018

Applicants with original signatures must be submitted and received by the Department of Corrections by the close of business on **June 1, 2018**. Faxed and emailed applications will not be accepted. Submit complete applications to:

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

RECEIVED
JUN 01 2018
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. This is a competitive subgrant program and funding is not guaranteed to all those who apply.

SECTION 1. APPLICANT INFORMATION

Applicant: Sisseton-Wahpeton Oyate Court		
Address: PO Box 568		
City/State/Zip: Agency Village, SD 57262	Phone: 605-698-7629	Fax: 605-698-4135
Email: hon.bj.jones@gmail.com	Federal Employer or Payee Identification Number (FEIN):	
Project Director Name: Mary High Eagle	Title: Court Administrator	
Agency: Tribal Court	Address: PO Box 568	
City/State/Zip: Agency Village, SD 57262	Phone: 605-698-7629	Fax: 605-698-4135
Email: MaryH@swo-nsn.gov		
Please indicate the name of the service(s) implemented: Sisseton-Wahpeton Juvenile Court		
Project Title:	Sisseton-Wahpeton Juvenile Diversion Program	
Project Period:	July 1, 2018 – June 30, 2019	

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 up to \$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
\$38,000	\$38,000
<i>Employee Fringe Benefits</i>	
TOTAL	\$12,000
B. Contracted Services	TOTAL
	\$
TOTAL	\$
C. Travel and Per Diem	TOTAL
	\$
TOTAL	\$
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
	\$
TOTAL	\$
Total Project Budget -- Combined totals for all columns	\$50,000

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

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(s).

Position #1: **Juvenile Probation/Diversion Officer**

Justification for the position :

Since the BIA has shut down the Tribe's only detention facility the Oyate has no detention services for juveniles so we are in need of a qualified individual to help divert children away from detention and to provide counseling services in-house.

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

No existing staff

Personnel Responsibilities & Duties (*must directly relate to the implementation of the program*)

Estimated % Time

1. Provide services to all Juvenile Defendants to facilitate diversion away from detention.

2. Make referrals to appropriate service providers

3. Assist juveniles in getting into treatment services, grief counseling etc.

4. Ensure communication with family of juveniles.

Wage/Salary: \$38,000 per year

Benefits: \$12,000

Position #2:

Justification for the position :

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties (*must directly relate to the implementation of the program*)

Estimated % Time

1.

2.

3.

4.

Wage/Salary:

Benefits:

Please attach additional sheets for more than 2 positions
SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. **Contracted services fees cannot exceed \$650 per day.**

Consultant #1:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	

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:	
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	
Purpose of Travel:	
$[Mileage] \times \$0.42 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$32.00 =$	

Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs 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.

SECTION 4. APPLICATION NARRATIVE

A. ABSTRACT AND DEMONSTRATION OF NEED

Provide a narrative overview of the proposed service including a demonstration of need through findings of assessments and data. Explain why the proposed service is the best option to address delinquency.

In the spring of 2017 the BIA shut down the Sisseton-Wahpeton jail which had served as the Tribe's temporary detention (less than 24 hours) for juvenile offenders who were a threat to themselves or others (suicidal , runaway or violent offenders) in the absence of any mental health or treatment facility to place these offenders. The Oyate Court currently does not have a juvenile probation officer and has been relying upon the adult probation officers to also supervise and counsel juvenile offenders. The adult probation officers are extremely busy, however, due to the Tribe passing felony sentences for drug offenders resulting in over 120 felony prosecutions since August of 2017. This has resulted in situations where juvenile offenders are not getting the diversion services necessary to help them avoid future violations and deal with the multitude of mental health and substance abuse issues that may be causing delinquent behavior.

The Oyate is badly in need of a full-time Court employee to deal exclusively with juvenile offenders so this grant would assist the Oyate tremendously to that end. The Oyate Court processes over 200 juvenile offenses per year, the majority of which deal with drug and alcohol use and the young persons charged with these offenses often come from homes where drugs and alcohol have been a problem for their parents or other family members. With a full-time court probation/diversion officer the Court can effectively focus on helping these young people deal with the issues they confront.

B. COMMUNITY READINESS

Describe your community's readiness to adopt a comprehensive juvenile delinquency prevention or supervision strategy specifically describing the following:

1. Community readiness and willingness to adopt the strategy;
2. Justice system readiness ;
3. School system readiness; and
4. Any barriers that may prevent change in your community.

Please attach letters of commitment from key leaders and agency partners describing their support and willingness to collaborate with you to implement juvenile delinquency prevention or supervision efforts.

The SWO community is prepared to confront many of the issues facing youth in the Community and this is evident by its tough approach to drug abuse in the Community, which is the cause of many of the behaviors observed in the youth. The Oyate passed a very tough anti-drug law requiring adult offenders to complete treatment and imposing felony sentencing authority in the Court. The Oyate has been looking through its education department to assess the impact of the recent upswing in drug use in the Community on the children and have discovered an increase in drug use amongst children also. The Court system is in need of more resources to work with juvenile offenders.

The Tribe has an education department that has been working closely with the Court to assess how the tribal schools and the Court can work more closely together to address truancy and delinquent activities in the school.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS

Include a summary of assessments that have been conducted in your community to assess the prevalence of delinquency risk factors and protective factors as well as information on baseline data established through completing the following components.

1. Demographics of juveniles in the community
2. Juvenile justice delinquency risk factors
 - a. Juveniles taken into custody in the community
 - b. Top offenses for juveniles
 - c. Identify the top (2-5) delinquency risk factors and identify if they are related to the community, school, family, peers, individuals, or another source.
 - d. Prioritize the list of top delinquency risk factors and explain the process used to prioritize them.
3. Juvenile Justice Protective Factors
 - a. Identify protective factors and identify if they are related to the community, school, family, peers, individuals, or another source.
 - b. Which protective factors correlate with the identified top delinquency risk factors?

The Lake Traverse Indian reservation extends into three states and includes all of Roberts County, South Dakota and parts of Day, Grant, Codington and Deuel County in South Dakota. Although the US Supreme Court ruled that the reservation boundaries had been disestablished and that South Dakota courts have jurisdiction over actions arising on fee lands within the boundaries the Oyate's Courts have ruled that the Court continues to have the right to exercise jurisdiction over all juvenile offenders committing delinquent acts on the trust lands and tribal member children on the fee lands. The Oyate has over 13,000 members with more than half of them residing on the Lake Traverse reservation. The youth population is substantial with over 5000 juveniles residing in the community. The Oyate Court deals with over 200 juvenile petitions each year that include traffic infractions, truancy petitions, CHINS Petitions and delinquency petitions. The top offenses for juveniles are truancy, underage consumption, and curfew violations. Drugs have become an increasing problem for juveniles also. Truancy appears to be a contributing factor to additional delinquent behavior leading the Oyate to focus on trying to keep juveniles in School. Other delinquency factors appear to be exposure to alcohol in the family and lack of cultural knowledge by young persons of their role and responsibility in the Community.

The priority for the Oyate Court include Truancy (since this is a trigger for future criminal conduct), drug use by juveniles and violent crimes committed by Juveniles. These three issues need to be addressed immediately through more interventionist techniques.

Fortunately the cultural practices and language preservation efforts are strong and these protective factors will be used to abate delinquent behavior.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS CONTINUED

D. IDENTIFICATION OF AVAILABLE RESOURCES AND GAPS

Assess the gaps in resources needed to address delinquency risk factors by identifying what existing resources are available in the community (including Federal, State, local, and private providers) and which delinquency risk factors they address. Explain which top delinquency risk factors are not being addressed or could use more resources.

Explain which evidence-based program or service would be implemented based on the gaps in resources, needed protective factors, and data-driven decision making.

The Oyate has a strong Court system that works well with the Tribal Schools. The Oyate also has a comprehensive approach to education and social services that will aid the Court in addressing the problem areas for juvenile offenders. However, because there is not one individual at the Court whose sole responsibility is monitoring juveniles there has been a lapse in a continuum of services for juveniles that will be addressed.

E. STRATEGY FOR IMPLEMENTATION

Describe your strategy for implementing the chosen service (including goals, objectives, and a timetable).

Upon hiring the Juvenile Probation officer this person will be tasked with developing MOU's with all other programs who work with juvenile offenders and their families including treatment, education, cultural, housing, youth and recreation, etc. The person will also identify all juveniles on probation and developed comprehensive probation plans for each juvenile.

The person should be hired within 1 month of receiving the grant with a goal of having MOU's within 3 months and comprehensive probation agreements for all past and future offenders in 3 Months.

Goal :

Objective 1:

Activity 1:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Activity 2:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Activity 3:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Objective 2:

Activity 1:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Activity 2:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Activity 3:

Person responsible:

Estimated staff time:

Measurement of progress:

Completion date:

Timetable of Implementation :

Hire Staff- 1 Month

Develop MOU's- 3 Months

Develop comprehensive juvenile probation agreements- 3 months

E. DESCRIPTION OF PROGRAM TO BE IMPLEMENTED (IF APPLICABLE)

Provide or attach an overview of the evidence based program or other program to be implemented including the source, curriculum, and if the program would be implemented in the community or a school based setting. If you will be developing a curriculum, provide an explanation of why available evidence based programs would not work and a time table of the development and implementation.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

Briefly describe the neighborhood or community boundaries in which your service will operate. You may also include a map of the area served as an attachment.

Lake Traverse Indian reservation.

G. PERFORMANCE MEASURES

If awarded, you will be required to report on output and outcome performance measures that are predetermined by federal regulations. Each subgrantee is responsible for collection and reporting this information on a quarterly basis.

As the project manager for the SFY2019 Native American Program subgrant, I agree to collect and report true and accurate data on a quarterly basis for the mandatory performance measures if awarded.

Which app

MARY High Eagle

(printed name)

Mary High Eagle

(signature)

5/31/18

(date)

H. TARGET POPULATION

Provide an overview of the participants eligible for participation through using the table below.

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			At-Risk Population (no prior offense)		Ruralx
	Asian			First Time Offenders		Suburban
	Black/African American			Repeat Offenders		Tribal
	Hispanic or Latino (of any race)			Sex Offenders		Urban
	Other Race			Status Offenders		Age:
	White/Caucasian			Violent Offenders		Under 11x
Sex:		Referral Source:				12-13x
x	Female	x	School	x	Court System	14-15x
x	Male		State’s Attorney	x	Other _____	16 -18x

I. SUSTAINABILITY/FUTURE FUNDING PLAN

As with all grants, funding cannot be guaranteed each year, the budget may be smaller from year to year, the grant process may become competitive, and/or federal requirements may change. Explain how your project would be supported if your Tribe is not awarded NAP funds in future funding years.

SECTION 5. JJDPA COMPLIANCE REQUIREMENTS

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, 2017 – December 31, 2017
Tribe Submitting:	
Contact Name:	
Title:	
Contact Address:	
Contact City, State, & Zip:	
Contact Phone:	
Contact Fax:	
Contact Email:	

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:		
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
Roberts County	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
Day County	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
Juvenile Correctional/Residential Facility:		
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
Adult Jail:		
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
Law Enforcement/Adult Lockup:		
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure
	<input type="checkbox"/> Secure	<input type="checkbox"/> Non-Secure

SECTION 5. JJDP COMPLIANCE REQUIREMENTS CONTINUED

Please complete the Facility Admission Data forms for Calendar Year 2017 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:

- λ Juveniles held in a secure juvenile detention or secure juvenile correctional/residential facility should be recorded under Secure Juvenile Facility.
- λ Juveniles held in jail should be recorded under Jail/Lockup.
- λ Juveniles held in a secure setting within a law enforcement agency should be recorded under Jail/Lockup.
- λ 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.

2017 Facility Admissions – Secure Juvenile Facility

Secure Juvenile Facility:

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.*			
<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.			
<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.			
Number of status offenders held under 24 hours when excluding weekends and holidays.			
<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*			
<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			
<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.			
<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			

*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.

2017
Facility Admissions – Adult Jail/Lockup

Adult Jail/Lockup Name: _____

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?) _____

	Male	Female	Total
Number of juveniles that are admitted to the facility that have not committed a delinquent or status offense.*			
<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.*			
<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.			
<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.			
Number of delinquent offenders held over 6 hours but under 48 hours*			
<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.*			
<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			

*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.

SECTION 6. CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

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.

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

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Taniah Apple, Youth Member;

Dadra Avery, School Counselor at Sturgis Brown High School;

Judge Tami Bern, First Judicial Circuit Judge;

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;

Sheriff Mike Leidholt, Hughes County Sheriff;

Aaron McGowan, Minnehaha County States Attorney;

Alexis Kohler, Youth Member;

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

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Lyndon Overweg, Mitchell Chief of Public Safety;

Miskoo Petite, Rosebud Sioux Tribe Juvenile Facility Administrator;

Carol Twedt, Former Minnehaha County Commissioner; and

Virgena Wieseler, Director of Division of Child Protection Services.

Council Member:
Description of potential conflict of interest:

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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:

- o 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.

- o 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**.
- o 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.
- o 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 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	Floyd Kirk Jr.	Title	Vice - Chairman
Address	PO Box 509	City/State/Zip	Agency Village, SD 57262
E-mail	SWOViceChairman@SWO-NSN.GOV	Phone	605-698-3911
Signature	Floyd Kirk Jr.	Date	5-31-18

B. Project Director

Name	MARY High Eagle	Title	Court Administrator
Address	P.O. Box 563	City/State/Zip	Agency Village SD 57262
E-mail	MARYH@SWO-NSN.GOV	Phone	605-698-7629
Signature	Mary High Eagle	Date	5/31/18

C. Financial Officer

Name	Greg Benidt	Title	Chief Financial Officer
Address	PO Box 509	City/State/Zip	Agency Village, SD 57262
E-mail	GregB@SWO-NSN.GOV	Phone	605-698-3911
Signature	Gregory E Benidt	Date	5-31-18

D. Other Official

Name		Title	
Address		City/State/Zip	
E-mail		Phone	
Signature		Date	

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
Attachment 2
Attachment 3
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE