

**2023 COMBINED ELECTION AGREEMENT**  
**Oglala Lakota County School 65-1 and OGLALA LAKOTA COUNTY**

This agreement is entered into between OGLALA LAKOTA COUNTY SCHOOL 65-1 AND OGLALA LAKOTA COUNTY, both governmental subdivisions of the State of South Dakota. This agreement is for the purpose of conducting School District elections as may be necessary, and outlines the duties and responsibilities of each party, as provided under SDCL § 12-2-6 and 13-7-10.3. This agreement is subject to the approval by motion of the Oglala Lakota County Board of Commissioners.

The acting Board of the School District is requesting the County approve this agreement for purposes of delineating the responsibilities of each party during the School District election process. Both parties agree to hold an election with the Oglala Lakota County Auditor's Office, a department of Oglala Lakota County, conducting said election in those precincts within School District **65-1**, located in Oglala Lakota County. The School District authorizes the staff of the Oglala Lakota County Auditor's Office to handle and provide necessary equipment, ie. PollPads, etc., (with a 2-4 hour training provided to the poll workers regarding the proper use of the PollPads) to the School District at 8 polling locations within said county. Also, to gather the equipment after said election.

**EFFECTIVE DATE:** This agreement shall become effective on the date that both parties have signed the agreement.

**PURPOSE:** It is the purpose of this agreement for parties to conduct the School District election to be held on **Tuesday, June 6, 2023**. The School District shall provide to the Auditor no later than **March 31, 2023**, a Certificate of Ballot certifying offices, terms, spelling of candidate names and candidate order as they will appear on the ballot including any applicable ballot question language. The Auditor shall create an election in the TotalVote system and transmit required information to the PollPads that will be on-line at each polling location.

**PUBLICATIONS:** The School District shall initiate and publish twice its own notice of vacancy on the school board and filing of nominating petitions pursuant to SDCL § 13-7-5, 13-7-10.4 and ARSD 5:02:04:14. The Auditor shall initiate and publish the following required notices: (1) Notice of Voter Registration Deadline (published twice – May 3 and May 10) consistent with ARSD 5:02:04:04; (2) Notice of Election (publish twice – May 24 and May 31) pursuant to SDCL § 13-7-8 and ARSD 5:02:04:15 and Facsimile Ballot (published May 31).

**PETITIONS:** Earliest date for candidates to sign declaration of candidacy, begin petition circulation and earliest date to file a nominating petition is March 1, 2023. SDCL § 13-7-10.4. The deadline for filing nominating petitions filed with the school business manager is March 28, 2023. SDCL § 13-7-10.4.

**COSTS:** The School District agrees to reimburse the County its share of costs of precinct boards, absentee costs, supplies, copies, postage, polling place rent, publications, electronic poll books, electronic PollPads, election school and any additional poll worker training, and a 15% administrative fee. Payment will be made within 60 days of the date invoiced.

**ABSENTEE BALLOTS:** Absentee Ballots shall be available in person and by mail at the Office of the School Finance Officer no later than 46 days prior to the election (April 21, 2023) for all eligible voters. SDCL § 12-19-1.2.

RECOUNT: All costs for a recount election will be borne fully by the entity requiring a recount and will include staff wages and a 15% administrative fee if further County Auditor staff are requested to assist. SDCL § 13-7-19.3.

EQUIPMENT MAINTENANCE: Costs for equipment maintenance, such as PollPads or any other electronic equipment, etc. as well as the cost associated with the County’s staff wages and fuel for necessary trips to assist with any election related material, will be billed if the County provides services to the School District and such costs shall be based on current voter registration numbers as follows:

- 30,001 names or more - \$4000
- 15,001 – 30,000 names - \$3000
- 7501 – 15,000 names - \$1500
- 376 – 7500 names - \$700
- 1 -375 names - \$200

DAMAGE LIABILITY: The Oglala Lakota School District will BE RESPONSIBLE for any and all damages that may occur to the County’s property. The replacement cost of the damaged property will be billed to the School District.

RECORDS RETENTION AND DESTRUCTION: County shall maintain its electronic election records for school elections for 60 days.

CANVASSING OF THE VOTE: On election night, the precinct Superintendent will use the “check in” receipts produced by the PollPads on the day of election along with the End of Day report to complete their recap of voted and unvoted ballots. The ballots will be tallied at each polling location and totals will be reported to the proper School representative to provide the results for canvassing at the next School Board regular meeting. Everything except the PollPad & hot spot will go to the School representative on election night. The County will hold any virtual or physical reports and/or results for 60 days after the election.

SDCL § 13-7-30 SCHOOL BOARD ELECTION REQUIREMENTS: The County will provide to the School District the following: (1) The number of registered voters of the school district who voted in the election; (2) The percentage of registered voters of the school district who voted in the election.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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ANNA TAKES THE SHIELD-DUBRAY, CHAIRWOMAN  
OGLALA LAKOTA COUNTY COMMISSION

(SEAL)

\_\_\_\_\_  
SUE GANJE, AUDITOR  
OGLALA LAKOTA COUNTY  
906 N RIVER ST  
HOT SPRINGS, SD 57747

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
BUSINESS MANAGER  
\_\_\_\_\_  
\_\_\_\_\_  
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(SEAL)