AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
Monday, January 13, 2020
5:30 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Adoption of the Agenda
5. Dates to Remember
   January 20  Martin Luther King Holiday – No School
   January 27  HHS Registration Open House 5:30 – 8:30 p.m.
   January 27  Board of Education Meeting 5:30 p.m. – IPC
   January 31  Earliest Date to Begin Circulating or File Nomination Petitions for
               School Board Election
   February 10 Board of Education Meeting 5:30 p.m. – IPC
   February 12 Early Release
   February 17 President’s Day – No School
   February 24 Board of Education Meeting 5:30 p.m. – IPC
   February 28 5:00 p.m. - Deadline for Filing Nominating Petitions for School Board
               Election
   April 14    School Board Election
6. Community Input on Items Not on the Agenda
7. Conflict Disclosure and Consideration of Waivers - The School Board will review the
disclosures and determine if the transactions or the terms of the contracts are fair,
reasonable, and not contrary to the public interest.
   a)
8. CONSENT AGENDA
   The superintendent of schools recommends approval of the following:
   a) Approval and/or Correction of Minutes of Previous Meetings
   b) Consideration and Approval of Bills
   c) Approval and/or Correction of the Financial Report
   d) Board Approval of New Hires
      As was mentioned previously, classified personnel, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers’ compensation plan.
      1) Aaron Mudge/Volunteer – MENtor Program-Washington 4/5 Center
      2) Kelly McCarty/Substitute Teacher - $120 per day / Substitute Para-Educator -
         $14.88 per hour
      3) Holli Rodriguez/Concessions Worker/$11.89 per hour
      4) Tessa Musil/Substitute Nurse/$120 per day
      5) Quinn Reilly/Certified Occupational Therapist Assistant/$21.56 per hour
      6) Amanda Schumacher/FS Trainer-Coordinator/$15.54 per hour
      7) MaKiah Schweigert/SPED Para-Educator-Madison 2-3 Center/$14.88 per hour
8) Staci DesLauriers/Sub for TAP Program/$32.77-Site Supervisor/$18.11-Classroom Leader
9) Hannah Schouten/SPED Para-Educator-Buchanan/$15.29 per hour (Transfer)
10) Janeel Deming/Food Service-MS Assistant Cook/$15.11 per hour (Transfer)

e) **Contracts for Board Approval**
1)

f) **Resignations for Board Approval**
1) Mary Helen Wipf/Teacher – Our Home/28 years
2) Susan VandenHoek/SPED Teacher – HMS/28 years
3) Jordan Zediker/SPED Para-Educator/4 months
4) Scott Spanton/Physical Education Teacher – HHS/1 year
   [Resignation is from PE teaching position only – Mr. Spanton will continue as Head Football Coach at Huron High School]
5) Jan Overbo/Teacher – Huron Colony/33 years
6) Darla Schaefer/Food Service-Head Cook-HMS/22 years
7) Tonya Whitmore/Administrative Assistant-Special Education Office/13 years
8) Jason Hill/Teacher-Huron Colony/23 years
9) Jason Hill/7th Grade Football Coach
10) Sheila Anderson/Madison Library/40 years
11) Whitney McDonald/HHS Head Competitive Cheer Coach/Assistant Competitive Dance Coach

g) **Set 2020 Combined City / School Election Date – April 14, 2020**

h) **Request for Approval of Open Enrollment Request**
The administration has received open enrollment request #0E-2019-11 for Board approval.

i) **Request Approval of Statement of Work from Larson’s Early Childhood**
(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.)

9. **CELEBRATE SUCCESSES IN THE DISTRICT:**
**CONGRATULATIONS:**

- Havyn Heinz (12) for scoring 1000 points in Girls’ Basketball

**THANK YOU TO:**

- NorthWestern Energy for their donation of hats and gloves to Buchanan

10. **REPORTS TO THE BOARD**
a) **Presentation of the 2018-2019 Audit by ELO**

11. **NEW BUSINESS**
a) **Approve 2018-2019 Audit Report**

12. **REPORTS TO THE BOARD:**
a) **Good News Report – CTE Program – Jolene Konechne**
b) **Business Manager’s Report**
c) **Construction Report – MS Office During Construction – Laura Willemssen**
d) **Superintendent’s Report**
13. OLD BUSINESS
   a) Review of Job Descriptions for Principals – 1st Reading

14. NEW BUSINESS
   a) EXECUTIVE SESSION
      1-25-2 Executive or closed meetings may be held for the sole purposes of:
         1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term “employee” does not include any independent contractor.
         1) Resignation for Board Approval
            Act on Teacher Resignation – Jennifer Grover/Teacher-HHS/1½ years – Effective January 17, 2020
         2) Act on Contract Payment Request – Jennifer Grover
   b) Policy DO – Expense Reimbursement (Lodging, Mileage, and Meals) - Introduction
   c) Policy GCBD-2 – Professional Staff Leaves/Absences (Sick Leave-Administrators) - Introduction
   d) Governing Board Annual Review Questionnaire
   e) 403(b) Retirement Plan Adoption Agreement
   f) Superintendent Contract Approval – 2021-2022
   g) Business Manager Contract Approval – 2021-2022
   h) Draft Calendar 2020-2021 – Calendar Committee Recommendation
   i) Draft Calendar 2020-2021 – After Labor Day Start
   j) Policy ICA - School Calendar

15. EXECUTIVE SESSION
    1-25-2 Executive or closed meetings may be held for the sole purposes of:
    1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term “employee” does not include any independent contractor.
    4) Preparing for contract negotiations or negotiating with employees or employee representatives.

16. ADJOURNMENT
Huron School District
New Hire Justification

Date: December 16, 2019

Applicant Information
 Applicant Name: Holli Rodriguez
 Address: 1250 Dakota S., Huron, SD 57350
 Phone: (605) 354-4566
 Education: Huron High School
 Experience: Some food service experience
 References: Devy Alvizes, Brooke Culver, Whitney Easton

Reason for New Hire
 New Position: ----- 
 Replacement: Replaces Carolyn Stahl

Position Information
 Department: Concessions
 Position: Concessions Worker
 Supervisor: Carol Tompkins
 Responsibilities: Help at events
 Hours: Varying hours as needed

Hiring Information
 Wages: 11.89 per hour
 Classification: Concessions Worker (Beginner)

Wage Justification: Other Hourly Wage Rates 19-20
Start Date: January 14, 2020

Requested by: Carol Tompkins (Administrator)
Huron School District
New Hire Justification

Date: 12-20-19

Applicant Information

Applicant Name:  Quinn Reilly
Address: 763 Illinois Ave NW Apt 8, Huron, Sd 57350
Phone: 7193526911
Education: 2 year degree
Experience:

References: Stephanie Martin, Kelli Slater, Terry Regnier

Reason for New Hire: New Hire – PT COTA/PT SPED Para

New Position: 
Replacement:

Position Information

Department: SPED Certified Occupational Therapist Assistant (COTA)
Position:
 Supervisor: Lisa Strubel split with Sue VandenHoek
Responsibilities: SPED COTA
Hours: 7.5 Hours

Hiring Information

Wages: $21.56 for COTA Hours
Classification: SPED COTA
Wage Justification: Step 2 - Degree
Start Date: 1/2/20
Requested by:  Lori Wehlander (Administrator)

8/25/14
Huron School District
New Hire Justification

Date: December 20, 2019

Applicant Information
Applicant Name: Amanda Schumacher
Address: 763 Illinois Avenue NW Apt. 8 Huron, SD 57350
Phone: (605) 350-5682
Education: Huron High school, SDSU Brookings, SD
Experience: Satellite at Madison 2-3 Center, Assistant Cook at MS
References: Sterling Salter, Mary Schmidt, Steve Bentley, Linda Halter

Reason for New Hire
New Position: Trainer/Coordinator 2
Replacement: Replaces no one

Position Information
Department: Food Service
Position: Trainer/Coordinator
Supervisor: Carol Tompkins
Responsibilities: Sub in all positions for food service/train new staff
Hours: 7:00 am – 2:00 pm (hours will vary)

Hiring Information
Wages: $15.54 an hour
Classification: Level IIIB
Wage Justification: FS Hiring Schedule
Start Date: January 14, 2020
Requested by: Carol Tompkins (Administrator)

8/25/14
Huron School District  
New Hire Justification

Date: 12/10/19

Applicant Information

Applicant Name: MaKiah Schweigert
Address: 1400 21st St. SW Lot 133, Huron, Sd 57350
Phone: 605-461-9465
Education:
Experience:

References: Lauren Berkenpas, Haley Heffner, Brittani Strand

Reason for New Hire:
New Position: Caseload number at Madison SLC and SPED Bus Para

Replacement:

Position Information

Department: SPED
Position: Para at Madison
Supervisor: Amanda Ladwig
Responsibilities: SPED Para
Hours: 7.5 Hours

Hiring Information

Wages: $14.88
Classification: SPED Para
Wage Justification: Step 0
Start Date: 12/16/19

Requested by: Lori Wehlander (Administrator)

8/25/14
Huron School District  
New Hire Justification

Date: December 29, 2019

Applicant Information
Applicant Name: Staci DesLauriers
Address: 260 15th St. SE
          Huron, SD 57350
Phone: 353-7885
Education: Huron University
Experience: Huron Public Schools – 2nd Grade Teacher
            The Lodge / The Tailgate – Waitress
References: Heather Rozell, Brian Davidson, Tom Meyer

Reason for New Hire
New Position: Sub for TAP Program

Position Information
Department: TAP
Position: Site Supervisor / Classroom Leader
Supervisor: Linda Pietz, Director & Rhonda Kludt, Coordinator

Responsibilities: Create lessons, work with students during after school program.

Hours: 3:30 – 5:30 pm

Hiring Information
Wages: $32.77 / Site Supervisor
       $18.11 / Classroom Leader
Classification:
Wage Justification:
Start Date: January 13, 2019
Requested by: Linda Pietz
Huron School District
New Hire Justification

Date: 1-6-2020

Applicant Information

Applicant Name: Hannah Schouten
Address: 469 14th St. SW, Huron, Sd 57350
Phone: 605-350-5939
Education: 4 year degree
Experience:

References: Rebecca Erdmann, Angie Fast, Pegg Heinz

Reason for New Hire:
New Position:
Replacement: SPED Para for Jordan Zediker

Position Information

Department: SPED
Position:
Supervisor: Paige Hohertz
Responsibilities: SPED Para
Hours: 7.5 Hours

Hiring Information

Wages: No change in her current wage at Title Para

Classification

Wage Justification: Transfer from Title Para

Start Date: 1/13/2020
Requested by: Lori Wehlander (Administrator)

8/25/14
Huron School District
New Hire Justification

Date: January 6, 2020

Applicant Information
Applicant Name: Janeel Deming
Address: 39647 214th Street Huron, SD 57350
Phone: (605) 354-6712
Education: Huron Public Schools
Experience: Some fast food experience
References: Amber Goetz, Amanda Rhodes, Carly Dunn

Reason for New Hire
New Position: ----- 
Replacement: Replaces Amanda Schumacher

Position Information
Department: Food Service
Position: MS Assistant Cook
Supervisor: Carol Tompkins
Responsibilities: Help prepare food/serve/some clean up
Hours: 7:00 am -2:00 pm

Hiring Information
Wages: $15.11 hour
Classification: IIIA
Wage Justification: School Nutrition Hiring Schedule
Start Date: January 14, 2020
Requested by: Carol Tompkins (Administrator)
December 18, 2019

Mr. Terry Nebelsick  
Huron Public Schools  
150 5th Street SW  
Huron, SD 57350

Dear Mr. Nebelsick:

The purpose of this letter is to inform you that I will be formally retiring effective at the end of the current school year.

After careful consideration, my husband and I have determined this is the “right time” for me to take this action. I greatly appreciate the employment opportunity provided to me by the Huron School District. I am also grateful for the administrators/peers that I have had the privilege to work for and with at Opportunity School, Our Home and JDC.

Although there were often ‘tough days’, the years have been good and I anticipate that the last day will be a difficult one. I will close this chapter of my life with the hope that the students experienced ‘agape love’ while in my classroom and that it made a difference in their lives.

Sincerely,

Mary Helen Wipf  
Social Studies Teacher  
Our Home School/JDC

CC: Laura Willemssen
Susan VandenHoek,
Special Education Teacher
Huron Middle School
PO Box 949
Huron, SD 57350

December 17, 2019

Dear Superintendent Terry Nebelsick,

I am writing to inform you of my resignation from the Huron School District effective at the end of the 2019-2020 school year. It has been a rewarding experience working for the Huron School District.

Sincerely,

Susan VandenHoek

Susan VandenHoek,
Special Education Teacher

cc: Lori Wehlander, Director of Special Services
Laura Willemssen, HMS Principal
Kari Hinker, HMS Assistant Principal
Dr. Mr. Nebelsick:

I am writing to inform you of my decision to resign from my teaching position at the High School effective at the end of the 2019-20 school year. Although, I would like to retain my current position as head football coach within the Huron School District. Thank you for your time and consideration in this matter.

Sincerely,

Scott D Spanton
From: Overbo, Jan <Jan.Overbo@k12.sd.us>
Sent: Friday, December 20, 2019 4:22 PM
To: Hinker, Kari <Kari.Hinker@k12.sd.us>
Cc: Nebelsick, Terry <Terry.Nebelsick@k12.sd.us>; Mittelstedt, Rodney <Rodney.Mittelstedt@k12.sd.us>
Subject: Intent Letter On Retiring

I am just informing you that I plan on retiring from the Huron School District this year. So, 2019/2020 will be my last year to serve out at Huron Colony School.
I believe my letter needs to be sent to the above parties due to administration tasks and paperwork that need to be done to complete this process and allow you to continue to meet the teaching needs out at Huron Colony School.
It has been a pleasure to work in this district.
Thank you all.
Jan Overbo
December 21, 2019

Carol Tompkins, Nutrition Director  
Huron Middle School  
1045 18th Street S.W.  
Huron, South Dakota 57350

Dear Mrs. Tompkins:

I’m writing today to notify you that I will be resigning my position as Head Cook of Huron Public Schools effective at the end of the 2019-2020 school year (May 29, 2020). I have enjoyed my time with the Huron Public Schools and thank you for the opportunity and training you have provided me the last 22 years.

Sincerely,

[Signature]

Darla Schaefers
December 30, 2019

Lori Wehlander  
Huron School District  
SPED Office  
150 5th Street  
Huron, SD 57350  

Dear Lori:  

I would like to give you my six month notice that I will be retiring effective June 30, 2020.  

Thank you the opportunity to learn and to facilitate the programs in the Special Education Office at the Huron School District. I have really enjoyed working with you and your staff the past 5 years. I am looking forward to training your next Administrative Assistant to help with the transition.  

Sincerely,  

Tonya Whitmore
Letter of Resignation

Dear Mrs. Hinker,

This letter is to inform you that I am resigning from my teaching position at the Huron Colony School and my 7th grade coaching position. My resignation is effective on December 31, 2019. I have been very blessed to work with the very best people for the 22 years I have been here. I wish the Huron School District the very best going forward. Thanks so much for all you for students!

 Signature  

 Date  

12/31/19
January 8, 2020

Mr. Terry Nebelsick
Superintendent
Huron School District
155 5th St SW
Huron SD 57350

Dear Mr. Nebelsick:

I am writing to notify you of my resignation as Library Para at Madison 2-3 Center.

My years with the Huron School District have been the best. I will miss the job, the students and the incredible people I have had the pleasure of working with throughout the years.

I have had so many wonderful experiences that it makes saying farewell so hard.

Sincerely,

Sheila K Anderson
January 9th, 2020

Dear Terry Rotert,

Please accept this as my letter of resignation from the Huron High School Head competitive Cheer coach/Asst. Competitive Dance coach position. I have taken a new position at my full time employment that doesn’t allow me the flexibility to be able to give coaching the time that is needed. I would like to keep or plan to keep my certifications current so that I could be a volunteer coach when I am able if you would so allow.

I want to thank you and the school district for allowing me to do what I love for these past years, which is coach cheer.

Whitney McDonald
Larson Early Childhood Professional Services
Kristie Larson
720 13th St NE
Watertown, SD 57201
605-880-3011

Providing Early Childhood Education, Birth to Three Services, Special Instruction, Family Training, Consulting and other Professional Services to School Districts, local agencies and families in South Dakota.

Agreement to perform IFSP (Birth to Three) Services for Huron School District

<table>
<thead>
<tr>
<th>Date</th>
<th>Services Performed By:</th>
<th>Services Performed For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 22, 2020</td>
<td>Larson Early Childhood Professional Services Kristie Larson 720 13th St NE Watertown, SD 57201 605-880-3011</td>
<td>Huron School District 150 5th St SW Huron, SD</td>
</tr>
</tbody>
</table>

This Statement of Work (SOW) is issued pursuant to the Agreement between Huron School District ("Client") and Larson Early Childhood Professional Services ("Contractor"), effective January 22, 2020 (the "Agreement").

This statement of work is effective as of January 22, 2020, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below.

Period of Performance
The services shall commence on January 22, 2020 and shall continue through August 20, 2020.

Scope of Work
Contractor shall provide the Services as follows:
Birth to Three (IFSP-Prolonged) Services for families of Huron School District
Family Training and/or Special Instruction as specified by child's IFSP
Parent Handouts/Resources as identified/needed
Progress notes/reports for individual children as needed
Referral follow-up/Developmental Screenings/Evaluations/Reports if/when needed
Coordination/Communication with B-3 Service coordinator and Huron School District personnel as needed and when children transition from IFSP

Contractor Responsibilities
Provide family training/special instruction in accordance with IFSP to assigned (Prolonged) Birth to Three families
Keep complete and accurate early intervention and fiscal records
Maintain current teacher certification to practice in the State of South Dakota
Client Responsibilities
Provide Training (if needed)
Provide IFSP's to Contractor
Provide resources for printing copies/handouts for families
Reimburse contractor at daily rate for developmentally necessary early intervention, family training and professional services

Fee Schedule
This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall be $575/day onsite and $256 per 8 hours/week at home office unless otherwise agreed to by both parties.
This figure includes up to 6.75 hours/onsite day of professional services and includes a minimum of 3 ¼ hours travel time and up to 8 hours/week for service coordination and professional services at home office.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Daily Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-3 Family Training/Special Instruction/Professional Services (onsite)</td>
<td>$575</td>
</tr>
<tr>
<td>B-3 Service Coordination, family contacts, BDI2 data entry, Compilation</td>
<td>$256</td>
</tr>
<tr>
<td>of multi-disciplinary reports, office work (home office)</td>
<td></td>
</tr>
<tr>
<td>B-3 Professional Development Training (as needed or required by State or School</td>
<td>$256</td>
</tr>
<tr>
<td>District (up to 3 days/contract year)</td>
<td></td>
</tr>
</tbody>
</table>

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly or daily rate for those resources identified.

Bill To Address
Huron School District
150 5th St SW
Huron, SD 57350

Director of Special Education Services
Lori Wehlander (605-353-6997)

Invoice Procedures
Client will be invoiced monthly for Birth to Three IFSP/professional services.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Huron School District
By:
Name:
Title:

Larson Early Childhood Professional Services
By:
Name:
Title:
January 2, 2020

Dear Mr. Nebelsick and Huron School District Board,

It is with a heavy heart that I must break my contract at the end of Semester 1 January 17th, 2020.

Thank you for the opportunity to work at Huron High School.

Sincerely,

[Signature]

Jennifer Grover

[Received Jan 2, 2020]
Contract Payment Request

   a. Full Contract $48,568
   b. Paid to Date (12/20/19) $16,189.32
   c. Balance left $32,378.68
      i. Please pay monthly January 20th thru May 20th
      ii. $6,475.73

Thank you for your consideration

Jennifer Grover

Received Jan 21, 2020
PROFESSIONAL STAFF POSITIONS
Elementary Principal
Buchanan K-1, Madison 2-3, Washington 4-5, Huron Colony K-8, Riverside Colony K-8

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by
   the board and/or contract as agreed by the board and principal.

2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. be responsible to the superintendent for the general administration and supervision of the school and will
   work in close cooperation with the superintendent to carry out and enforce the policies of the board of
   education.

2. consult with the superintendent before making a decision or adopting a course of action for which there is
   no policy or precedent.

3. keep the staff, students, parents, superintendent, board, and the general public properly informed about the
   progress of the school.

4. provide instructional leadership in establishing yearly goals, activities, and strategies for improving
   student achievement.

5. instill a climate conducive to improved learning opportunities for all students and staff.

6. coordinate the master schedule for the school.

7. organize and plan staff meetings and other meetings necessary to effectively administer the school.

8. supervise parent-teacher conferences, reports to parents, and communicate with superintendent on “grade
   appropriate” plans for parent events or organizations.

9. be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations
   to the superintendent including employment, assignment, and dismissal of personnel.

10. supervise the school counseling program.

11. in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date
    school academic program and shall be responsible for maintaining and improving standards of achievement
    under this program.

12. in conjunction with the director of instruction - supervise all standardized testing programs in the building
    and plan for their subsequent use and follow-up.

13. make recommendations to the superintendent relative to the general operation of the school. This may
    include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any
    other items deemed necessary.
14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.

15. - ensure accountability for all entities under his/her jurisdiction.

16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.

17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.

18. - in cooperation with the director of special services - administer and monitor the special education program within the building.

19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.

20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.

21. - establish, supervise, and assist in maintaining the student discipline program in the school.

22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.

23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.

24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.

25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.

26. - in cooperation with the director of food service/nutrition - supervise the building’s lunch program.

27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.

28. - in cooperation with the director of transportation – develop plans for safe transfer and transportation of students.

29. - in cooperation with the director of technology – develop and implement plans for technology that will enhance teaching and increase student learning.

30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.

31. - recommend, each year, to the superintendent the names of students who have advanced to the next grade level or are retained with cause.
PROFESSIONAL STAFF POSITIONS

Middle School Principal

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by the board and/or contract as agreed by the board and principal.
2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. - be responsible to the superintendent for the general administration and supervision of the school and will work in close cooperation with the superintendent to carry out and enforce the policies of the board of education.

2. - consult with the superintendent before making a decision or adopting a course of action for which there is no policy or precedent.

3. - keep the staff, students, parents, superintendent, board, and the general public properly informed about the progress of the school.

4. - provide instructional leadership in establishing yearly goals, activities, and strategies for improving student achievement.

5. - instill a climate conducive to improved learning opportunities for all students and staff.

6. - coordinate the master schedule for the school.

7. - organize and plan staff meetings and other meetings necessary to effectively administer the school.

8. - supervise parent-teacher conferences, reports to parents, and communicate with superintendent on “grade appropriate” plans for parent events or organizations.

9. - be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations to the superintendent including employment, assignment, and dismissal of personnel.
   a. - support, assign, supervise, and evaluate the administrative responsibilities of the assistant principal as per job description.

10. - supervise the school counseling program.

11. - in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date school academic program and shall be responsible for maintaining and improving standards of achievement under this program.

12. - in conjunction with the director of instruction - supervise all standardized testing programs in the building and plan for their subsequent use and follow-up.
13. - make recommendations to the superintendent relative to the general operation of the school. This may include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any other items deemed necessary.

14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.

15. - ensure accountability for all entities under his/her jurisdiction.

16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.

17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.

18. - in cooperation with the director of special services - administer and monitor the special education program within the building.

19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.

20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.

21. - establish, supervise, and assist in maintaining the student discipline program in the school.

22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.

23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.

24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.

25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.

26. - in cooperation with the director of food service/nutrition - supervise the building's lunch program.

27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.

28. - in cooperation with the director of transportation – develop plans for safe transfer and transportation of students.

29. - in cooperation with the director of technology – develop and implement plans for technology that will enhance teaching and increase student learning.

30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.

31. - recommend, each year, to the superintendent the names of students who have advanced to the next grade level or are retained with cause.
PROFESSIONAL STAFF DESCRIPTION
High School Principal

Appointment

1. The annual period of service shall be 260 days with paid vacation as determined by policies established by the board and/or contract as agreed by the board and principal.
2. The principal's immediate supervisor is the superintendent of schools.

Duties

The principal shall -

1. be responsible to the superintendent for the general administration and supervision of the school and will work in close cooperation with the superintendent to carry out and enforce the policies of the board of education.

2. consult with the superintendent before making a decision or adopting a course of action for which there is no policy or precedent.

3. keep the staff, students, parents, superintendent, board, and the general public properly informed about the progress of the school.

4. provide instructional leadership in establishing yearly goals, activities, and strategies for improving student achievement.

5. instill a climate conducive to improved learning opportunities for all students and staff.

6. coordinate the master schedule for the school.

7. organize and plan staff meetings and other meetings necessary to effectively administer the school.

8. supervise parent-teacher conferences, reports to parents, and communicate with superintendent on "grade appropriate" plans for parent events or organizations.

9. be responsible for the supervision/evaluation of all school staff and shall make personnel recommendations to the superintendent including employment, assignment, and dismissal of personnel.
   a. support, assign, supervise, and evaluate the administrative responsibilities of the assistant principal as per job description.

10. supervise the school counseling program.

11. in cooperation with the director of instruction - plan, develop, and maintain a comprehensive, up-to-date school academic program and shall be responsible for maintaining and improving standards of achievement under this program.

12. in conjunction with the director of instruction - supervise all standardized testing programs in the building and plan for their subsequent use and follow-up.
13. - make recommendations to the superintendent relative to the general operation of the school. This may include recommendations concerning personnel, curriculum, organization, buildings and grounds, or any other items deemed necessary.

14. - carry out any additional duties or responsibilities as directed by the superintendent or board of education.

15. - ensure accountability for all entities under his/her jurisdiction.

16. - complete all such reports and duties as may be required of him/her to the school board, superintendent, and all educational governing bodies.

17. - supervise the system of student accounting which shall include registration, attendance, tardiness, permanent records, report cards, and other pertinent records necessary for the successful operation of the school system.

18. - in cooperation with the director of special services - administer and monitor the special education program within the building.

19. - in cooperation with the director of ESL/Federal Programs, administer and monitor the ELL program within the building.

20. - make necessary arrangements for supervision of students before school, during instructional and non-instructional time, and after school.

21. - establish, supervise, and assist in maintaining the student discipline program in the school.

22. - cooperate with the business manager and staff to budget, requisition, and inventory supplies, materials, and equipment deemed necessary for success in all departments.

23. - in cooperation with the director of buildings and grounds - prepare and submit to the business manager identified facility needs and custodial staffing according to prescribed procedures and time schedules.

24. - be responsible for the rental of the school facility and shall keep records necessary to assure collection of rental fees and other payments to the office of the business manager.

25. - administer safety programs in cooperation with community agencies such as the fire department, the police department, the safety council, office of emergency management, and crisis & emergency response teams.

26. - in cooperation with the director of food service/nutrition - supervise the building's lunch program.

27. - in cooperation with the activities director - have general charge of all school co-curricular activities, including field trips, unless otherwise directed or limited by the superintendent.

28. - in cooperation with the director of transportation – develop plans for safe transfer and transportation of students.

29. - in cooperation with the director of technology – develop and implement plans for technology that will enhance teaching and increase student learning.

30. - keep abreast of current educational practices by reading and studying current literature, by visiting other educational institutions, by attending workshops, short courses, state or national meetings (on a rotational basis) or by any other means.

31. - recommend, each year, to the superintendent the names of students who have completed the requirements for a high school diploma.
Expense Reimbursement (Lodging, Mileage, and Meals)

The following guidelines will apply to out-of-district travel.

**Within and outside state:**

1) Lodging must be receipted.

2) When a school fleet vehicle suitable for the travel purpose is not available, mileage by auto will be paid on the basis of the current state approved rate per mile traveled (distances to main cities visited are established and on file in the business office).

3) When a personal vehicle is taken in lieu of an available school fleet vehicle, mileage will be paid at the rate of .18 per mile traveled (distances to main cities visited are established and on file in the business office).

4) Air travel must be approved by the superintendent or his/her designee.

5) **Meal allowance will be paid based on the current state approved rate.** All meals must be receipted. Reimbursement amounts will be up to the current state approved rates for in-state or out-of-state travel. No reimbursement will be made for alcoholic beverages.

6) Whenever students are provided meals and lodging at district expense, coaches and other school officials will be afforded the same meals and accommodations.

**Outside state:**

Expenses for travel outside of South Dakota will be paid according to current state approved rate.

Whenever students are provided meals and lodging at district expense, coaches and other school officials will be afforded the same meals and accommodations.

**In-District**

The following guidelines will apply to in-district travel.

Staff members who perform assigned duties in more than one school will be paid mileage at the current state approved rate. Mileage will be paid on the distance between the schools they are assigned to on a given day.

The staff member who has been authorized mileage will submit a completed voucher to the business office for payment.

In most situations, there is no meal expense allowed for in-district travel. There are occasions when the District will offer to provide a meal; i.e., “State of the Schools,” “Board –Administrator work-sessions,” etc. These will not be vouchered but will be directly billed and paid by the District. When the District hosts an event that requires attendance through the meal time; i.e., ESD Principals, Activities Directors, etc. .. and the meal would have been allowed had the event been in another community, the direct bill for a work session meal may be requested for approval from the superintendent in advance of the event. This must be specifically approved on a travel request, stating cause, and dictating maximum allowable dollar amount. Note: Attending regularly scheduled luncheons; i.e., regular Chamber meeting, Community Counseling meeting, etc., do not qualify for this exception.
A. Administrators on a 260 day contract are allowed Sixteen (16) full days of sick leave each year for a cumulative to 150 days. Sick leave will accumulate at 1.33 days per month for a total of 16 days per year.

B. Administrators on a 210 day contract are allowed twelve (12) full days of sick leave each year for a cumulative to 140 days. Sick leave will accumulate at 1 day per month for a total of 12 days per year.

C. Contracted administrators with less than a full-time contract will earn sick leave on the same schedule as regular employees; however, sick leave will accumulate on the following basis:

- 75 to 100% contract: 12 days accumulation per year
- 50 to 74% contract: 8 days accumulation per year
- 49 to 0% contract: No accumulation

D. Administrators may borrow sick leave from the normal yearly allowance. If the contract is terminated prior to the end of the year, the following procedure will prevail: all used, but non-accumulated, days will be deducted from the last pay check.

E. Sick leave may be taken because of personal illness, injury, or on order of a physician to remain absent due to exposure to disease or to obtain the services of a medical professional that cannot be obtained during the non-school hours. One-half day is the minimum sick leave period. After sick leave is exhausted, the board shall cease payment.

F. If the disability or incapacity of the administrator to properly perform his/her duties should continue for ninety calendar days after he/she has exhausted all sick leave days, the board of education, at its option, may cancel and terminate this agreement and thereupon be released from all further obligations.

G. After an absence from school due to sickness or illness, the administrator may be required to furnish proof of illness. This proof will be in the form of a doctor’s certificate. The board of education, at its expense, may also request a physical examination of the administrator by a physician designated by the board. The decision of the school physician shall be final.

H. Each administrator on a 260 day contract will be paid $60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 150 days, when they end employment.

I. Each administrator on a 210 day contract will be paid $60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 140 days, when they end employment.

J. Ending employment may be due to retirement or resignation. Accumulated sick leave will not be paid out if the administrator is terminated or if the administrator violates their contract. Contracted administrators with less than a full-time contract will be paid for each day on a percentage basis equal to the percent of their contract when they end employment.

01/2020
GOVERNING BOARD ANNUAL REVIEW QUESTIONNAIRE

Tax-Exempt Bond Post-Issuance Compliance-General

1) Do we have written procedures or guidelines to ensure that the governmental bond financing in which we either as issuer or user of the proceeds remains in compliance with federal tax requirements after the bonds are issued?

   Yes ☑ No ☐

2) Do we track the proper and timely use of bond proceeds and bond-financed property?

   Yes ☑ No ☐

If the answer is No, briefly describe who tracks bond proceeds and the bond financed property.

3) Who is primarily responsible for post-issuance compliance?

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<td>☐ Board Member</td>
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<td>☑ Official</td>
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<td>☐ Staff</td>
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<tr>
<td>☐ Other</td>
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<td>☐ None</td>
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</tbody>
</table>

4) Who is secondarily responsible for monitoring post-issuance compliance of bond financings?

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<tr>
<th>Name &amp; Title and responsibility</th>
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<tr>
<td>☐ Board Member</td>
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</table>
If the answer is none, we need to assign duties immediately.

5) Who is responsible for filing 8038G, 8038T or any other required filing?

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<th>Name &amp; Title and responsibility</th>
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<td>Other</td>
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<td>None</td>
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</table>

If the answer is none, we need to assign duties immediately.
6) Do we provide training or educational resources to personnel that are responsible for ensuring compliance with the post-issuance private use limitations for bond-refinanced property?

Yes [X]  No [ ]

7) Do we know about the following options for voluntarily correcting failures to comply with post-issuance compliance requirements?

Yes [X]  No [ ]

8) Do we understand remedial actions described under section 1.141-12 of the income tax regulations?

Yes [X]  No [ ]

9) Do we know what a closing agreement under Tax-Exempt Bonds Voluntary Closing Agreement Program described into Notice 2001-60?

Yes [X]  No [ ]

GENERAL RECORDKEEPING

10) Do we retain records pertaining to our tax-exempt bonds must be retained for the life of the bond plus three years.

Yes [X]  No [ ]

Do we have a record of the location of our repository?

Yes [X]  No [ ]

11) What medium or mediums do we use to maintain our bond records?

Paper [X]

Electronic media (CD, disks, tapes) [ ]

Both paper and electronic [ ]

12) Is there any correspondence between our organization and the Internal Revenue Service related to a significant change in our activities?

Yes [ ]  No [X]

13) Do we maintain the following records?
   a. Organizing documents (articles of incorporation, bylaws and amendments)?
b. Audited financial statements?  
Yes [x]  No [ ]

c. Bond transcripts, Official Statements and other offering documents of our bond financings?  
Yes [x]  No [ ]

d. Minutes and resolutions authorizing the issuance of our bond financings?  
Yes [x]  No [ ]

e. Certifications of the issue price of our bond financings?  
Yes [x]  No [ ]

f. Any former elections for bond financings (e.g., election to employ an accounting methodology other than specific trading)?  
Yes [x]  No [ ]

g. Appraisals, demand surveys, or feasibility studies for bond-financed property?  
Yes [x]  No [ ]

h. Documents related to government grants associated with construction, renovation or purchase of bond-financed facilities?  
Yes [x]  No [ ]

i. Publications, brochures, and newspaper articles for our bond financings?  
Yes [x]  No [ ]

j. Trustee statements for our bond financings?  
Yes [x]  No [ ]

k. Correspondence (letters, e-mails, faxes, etc.) for our bond financings?  
Yes [x]  No [ ]

l. Reports of any prior IRS examinations of our organization or bond financings?  
Yes [x]  No [ ]
INVESTMENTS AND ARBITRAGE COMPLIANCE

14) Do we maintain documentation of allocations of investments and investment earnings to our bond financing?

- Yes [x] No [ ]

15) Do we maintain documentation for investments of our bond financing proceeds related to:

a. Investment contracts (e.g., guaranteed investment contracts)?

- Yes [x] No [ ]

b. Credit enhancement transactions (e.g., bond insurance contracts)?

- Yes [x] No [ ]

c. Financial derivatives (swaps, caps, etc.)?

- Yes [x] No [ ]

d. Bidding of financial products?

- Yes [x] No [ ]

16) Do we maintain copies of the following arbitrage-related documents for our bond financings:

a. Computations of bond yield?

- Yes [x] No [ ]

b. Computation of rebate and yield reduction payments?

- Yes [x] No [ ]

c. Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate?

- Yes [x] No [ ]


- Yes [x] No [ ]

17) Do we have procedures or guidelines for monitoring instances where compliance with applicable yield restrictions requirements depends on subsequent reinvestment of bond proceeds in lower-yielding investments?

- Yes [x] No [ ]

18) Do we have specific procedures or guidelines for monitoring bond financings that we expect will comply with the arbitrage rules as a result of the application of a temporary period
EXPENDITURES AND ASSETS

19) Do we maintain documentation of allocations of bond-financing proceeds to expenditures (e.g., allocation of bond proceeds to expenditures for the construction, renovation or purchase of facilities we own and use in the performance of our exempt purpose)?

Yes [X] No [ ]

20) Do we maintain documentation of allocations of bond-financing proceeds to bond issuance costs?

Yes [X] No [ ]

21) Do we maintain copies of requisitions, draw schedules, draw requests, invoices, bills and cancelled checks related to bond proceeds spent during the construction period?

Yes [X] No [ ]

22) Do we maintain copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities?

Yes [X] No [ ]

23) Do we maintain records of expenditure reimbursements incurred prior to issuing bonds for facilities financed with bond proceeds?

Yes [X] No [ ]

24) Do we maintain a list or schedule of all bond-financed facilities or equipment?

Yes [X] No [ ]

25) Do we maintain depreciation schedules for bond-financed depreciable property?

Yes [X] No [ ]

26) Do we maintain documentation that tracks our purchase and sale of bond-financed assets?

Yes [X] No [ ]

PRIVATE BUSINESS USE

27) Do we maintain records of all unrelated trade or business activities allocated to our bond-financed facilities?

Yes [X] No [ ]
28) Do we maintain records of trade or business activities by third parties that we allocate to our bond-financed facilities?

Yes [x] No [ ]

29) Have we entered into any of the following arrangements for bond-financed property:

- Management and other service agreements? [ ] [x] Yes [ ] No [ ]
- Research contracts? [ ] [x] Yes [ ] No [ ]
- Naming rights contracts? [ ] [x] Yes [ ] No [ ]
- Ownership? [ ] [x] Yes [ ] No [ ]
- Leases? [ ] [x] Yes [ ] No [ ]
- Subleases? [ ] [x] Yes [ ] No [ ]
- Leasehold improvements contracts? [ ] [x] Yes [ ] No [ ]
- Joint venture arrangements? [ ] [x] Yes [ ] No [ ]
- Limited liability corporation arrangements? [ ] [x] Yes [ ] No [ ]
- Partnership arrangements? [ ] [x] Yes [ ] No [ ]

30) Do we maintain copies of the following agreements when entered into with respect to our bond-financed property:

- Management and other service agreements? [x] Yes [ ] No [ ]
- Research contracts? [x] Yes [ ] No [ ]
- Naming rights contracts? [x] Yes [ ] No [ ]
- Ownership? [x] Yes [ ] No [ ]
- Leases? [x] Yes [ ] No [ ]
- Subleases? [x] Yes [ ] No [ ]
- Leasehold improvements contracts? [x] Yes [ ] No [ ]
- Joint venture arrangements? Yes ☑ No ☐
- Limited liability corporation arrangements? Yes ☑ No ☐
- Partnership arrangements? Yes ☑ No ☐

This questionnaire was reviewed and answered by the Board at its meeting on January 13, 2020.

Chairman
Garret Bischoff
HURON SCHOOL DISTRICT  
Huron, South Dakota  
SUPERINTENDENT’S CONTRACT

THIS AGREEMENT made and entered into this 14th day of January, 2020, by and between the Huron School District #2-2, hereinafter referred to as District, and Terry Nebelsick, hereinafter referred to as Superintendent.

1) **Term.**  
The District hereby employs Superintendent, and Superintendent hereby accepts such employment to undertake and fulfill the duties and obligations of Superintendent of Schools of the Huron School District for a term of two (2) years commencing on July 1, 2020 and continuing until June 30, 2022.

2) **Certification.**  
Superintendent shall hold a valid certificate issued by the State of South Dakota.

3) **Duties.**  
Superintendent shall be responsible for all matters outlined in his job description.

4) **Outside Activities.**  
Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Superintendent may, at his option, continue to draw a salary while engaged in outside activities as described above. In such cases, honoraria paid to Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

5) **Compensation.**  
District shall pay Superintendent at an annual base salary rate of $144,500 for the 2019-20 year. The salary for 2020-21 will be determined by April 1, 2020. The salary for 2021-22 will be determined by April 1, 2021. In no event shall the salary be less than that paid for the 2019-2020 year. In no event shall the 2021-2022 salary be less than that paid for the 2020-2021 year. Said compensation shall be paid to Superintendent in installments of 1/12 of the annual salary on the 20th of each month for services rendered during the current month.

6) **Professional Liability.**  
The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the superintendent in his individual capacity, or in the capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of employment and excluding criminal litigation, and as such, liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of the superintendent and the legal position of the District, the superintendent may engage counsel in which event the District shall indemnify the superintendent for the cost of legal defense as permitted by state law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and the superintendent have adverse interests in such litigation.
7) **Evaluation.**
The Board shall evaluate and assess, in writing, the performance of Superintendent as is stated in Board Policy. In the event that the Board determines that the performance of the superintendent is unsatisfactory, in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the superintendent. Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the superintendent's personnel file. Within 30 days of the delivery of the written evaluation to the superintendent, the Board shall meet to discuss the evaluation.

8) **Vacation and Other Benefits.**
Superintendent shall receive twenty-five (25) days of vacation annually, exclusive of legal holidays and shall be entitled to sixteen (16) days of sick leave annually as set out in Board policy. Vacation shall be taken subject to the approval of the Board and within 12 months of the year in which it is earned and shall not be cumulative. **Vacation earned within the previous school year or current school year will be paid out as a severance at the end of employment, as per policy for all 12-month employees.** Earned sick leave shall be cumulative to a maximum of one hundred-fifty (150) days or as otherwise provided by Board Policy. **Cumulative sick leave and pay-out will follow administrative policy.**

9) **Expenses.**
The District shall pay or reimburse Superintendent for all reasonable expenses incurred by Superintendent in the continuing performance of his duties under this employment agreement. However, notwithstanding the foregoing, any claimed expenses in excess of **seven hundred-fifty dollars ($750)** shall be approved by the board before being incurred by Superintendent.

10) **Hospitalization.**
The District shall pay the cost — less 10% of single premium per month - of two-party hospitalization and major medical insurance for the Superintendent during the term of this agreement in accordance with the basic insurance coverage provided to certificated members of the professional staff. No additional compensation shall be provided in lieu of family hospitalization and major medical insurance for members of his immediate family during the term of this agreement. If the need arises for hospitalization and major medical insurance for members of his immediate family not covered by hospitalization or major medical insurance, that hospitalization and major medical insurance shall be implemented at District expense.

11) **Termination of Employment Contract.**
This employment contract may be terminated by:

   a) Mutual written agreement of the parties,
   b) Resignation of the superintendent,
   c) Disability of the superintendent.

In the event of disability by illness or incapacity, after the superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice at any time after the superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of thirty days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Superintendent to return to his duties, the District may require the superintendent to submit to a medical examination, to be performed by a
licensed physician (M.D. or D.O.). The District and the superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his report to the issue of whether the superintendent has a continuing disability which prohibits him from performing the duties of a superintendent.

12) **Discharge for Cause.**
Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including, but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and the superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session unless specifically prohibited by state law. Superintendent shall be provided a written decision describing the results of the meeting.

13) **Retention Stipend.**
The superintendent is entitled to the fixed amount of $113,600 (80% of the 2018-19 contract) as an earned retention bonus. This amount will be provided to the superintendent if he formally resigns prior to December 31 of any year of the contract. The $113,600 will be provided to his beneficiaries if he dies in office any time he is serving the district – through the end of this two-year contract.

**Liquidated Damages** –
- The retention stipend will be reduced to $106,500 if notification is received during January of any year; to $103,660 if notification is received during February of any year; to $99,400 if notification is received between March 1 and March 15 of any year; and to $92,300 if notification is received after March 15 of any year.
- The retention stipend will be reduced to $92,300 regardless of the time frame if the superintendent (delete - accepts a public school superintendent position in another district prior to completion of this two-year contract or if the superintendent) does not complete any full year of employment due to taking another position or assignment.
- The retention stipend will be null and void if the superintendent does not complete the full term for any contract year without any of the aforementioned reasons.

**Exception** – There will be no liquidated damages if the late retirement or incomplete contract year is due to the superintendent being unable to complete his last full year of employment due to serious health/medical problems or disability. The superintendent would receive the full retention stipend.

14) **Savings Clause.**
If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

Any item regarding employment of Superintendent not specifically addressed in this contract will be subject to general administrative guidelines as per Board Policy.

IN WITNESS WHEREOF, DISTRICT has caused this employment contract to be approved in its behalf by a duly authorized officer and the SUPERINTENDENT has approved this employment contract effective on the day and year above specified.

Superintendent

President of the Board

Date

Business Manager

WITNESS:
HURON SCHOOL DISTRICT  
Huron, South Dakota  
BUSINESS MANAGER’S CONTRACT

THIS AGREEMENT made and entered into this 14th day of January, 2020, by and between the Huron School District #2-2, hereinafter referred to as District, and Kelly Christopherson, hereinafter referred to as Business Manager.

1) **Term.** 
The District hereby employs Business Manager, and Business Manager hereby accepts such employment to undertake and fulfill the duties and obligations of Business Manager of the Huron School District for a term of two (2) years commencing on July 1, 2020 and continuing until June 30, 2022.

2) **Certification.** 
Business Manager shall provide appropriate credentials – preferably C.P.A.

3) **Duties.** 
Business Manager shall be responsible for all matters outlined in his job description.

4) **Outside Activities.** 
Business Manager may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Business Manager may, at his option, continue to draw a salary while engaged in outside activities as described above. In such cases, honoraria paid to Business Manager in connection with these activities shall be transferred to the District. If Business Manager chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

5) **Compensation.** 
District shall pay Business Manager at an annual base salary rate of ($120,768 for the 2019-20 year). The salary for 2020-21 will be determined by April 1, 2020 and the Salary for 2021-22 will be determined as early as December 31, of 2020, and as late as April 1, 2021. In no event shall the salary be less than that paid for the 2019-2020 year. In no event shall the 2021-2022 salary be less than that paid for the 2020-2021 year. Said compensation shall be paid to Business Manager in installments of 1/12 of the annual salary on the 20th of each month for services rendered during the current month.

6) **Professional Liability.** 
The District agrees that it shall defend, hold harmless, and indemnify Business Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Manager in his individual capacity, or in the capacity as agent and employee of the District, provided the incident arose while Business Manager was acting within the scope of employment and excluding criminal litigation, and as such, liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the Business Manager against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of Business Manager, conflict exists as regards the defense to such claim between the legal position of the Business Manager and the legal position of the District, the Business Manager may engage counsel in which event the District shall indemnify the Business Manager for the cost of legal defense as permitted by state law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and the Business Manager have adverse interests in such litigation.
7) **Evaluation.**
The Superintendent of Schools shall evaluate and assess, in writing, the performance of Business Manager as is stated in Board Policy. In the event that the Superintendent determines that the performance of the Business Manager is unsatisfactory, in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Business Manager. Business Manager shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Business Manager’s personnel file.

8) **Vacation and Other Benefits.**
Business Manager shall receive twenty-two (22) days of vacation annually for 2020-21, and twenty-two (22) days of vacation for 2021-22, exclusive of legal holidays and shall be entitled to sixteen (16) days of sick leave annually as set out in Board policy. Vacation shall be taken subject to the approval of the Superintendent and within 12 months of the year in which it is earned and shall not be cumulative. *Vacation earned within the previous school year or current school year will be paid out as a severance at the end of employment, as per policy for all 12-month employees.* Earned sick leave shall be cumulative to a maximum of one hundred-fifty (150) days or as otherwise provided by Board Policy. *Cumulative sick leave and pay-out will follow administrative policy.*

9) **Expenses.**
The District shall pay or reimburse Business Manager for all reasonable expenses incurred by Business Manager in the continuing performance of his duties under this employment agreement. However, notwithstanding the foregoing, any claimed expenses in excess of seven hundred-fifty dollars ($750) shall be approved by the Superintendent before being incurred by Business Manager.

10) **Hospitalization.**
The District shall pay the cost - less 10% of single premium per month - of family hospitalization and major medical insurance for the Business Manager during the term of this agreement in accordance with the basic insurance coverage provided to certificated members of the professional staff. No additional compensation shall be provided in lieu of family hospitalization and major medical insurance for members of his immediate family during the term of this agreement.

11) **Termination of Employment Contract.**
This employment contract may be terminated by:

a) Mutual written agreement of the parties,
b) Resignation of the Business Manager,
c) Disability of the Business Manager.

In the event of disability by illness or incapacity, after the Business Manager's sick leave has been exhausted, the compensation shall be reinstated after Business Manager has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice at any time after the Business Manager has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of thirty days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Business Manager to return to his duties, the District may require the Business Manager to submit to a medical examination, to be performed by a licensed physician (M.D. or D.O.). The District and the Business Manager shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his report to
the issue of whether the Business Manager has a continuing disability which prohibits him from performing the duties of a Business Manager.

12) **Discharge for Cause.**
Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including, but not limited to, neglect of duty or breach of contract. Notice of recommendation from Superintendent to discharge for cause shall be given in writing and the Business Manager shall be entitled to appear before the Board to discuss such causes. If Business Manager chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session unless specifically prohibited by state law. Business Manager shall be provided a written decision describing the results of the meeting.

13) **Retention Stipend.**
The Business Manager is entitled to 80% of his (2020-21) Contract as an earned retention bonus at the completion of that contract. This amount will be provided to the Business Manager if he formally resigns prior to December 31, 2020. The Business Manager is entitled to 80% of his (2021-22) Contract as an earned retention bonus at the completion of that contract year. This amount will be provided to the Business Manager if he formally resigns prior to December 31, 2021. The retention bonus will be provided to his beneficiaries if he dies in office any time he is serving the district – through the end of this two-year contract.

**Liquidated Damages** –
- The retention stipend will be reduced to 75% if notification is received during January of any year; to 73% if notification is received during February of any year; to 70% if notification is received between March 1 and March 15 of any year; and to 65% if notification is received after March 15 of any year.
- The retention stipend will be reduced to 65% regardless of the time frame if the Business Manager accepts a public school Business Manager position in another district prior to completion of this two-year contract or if the Business Manager does not complete any full year of employment due to taking another position or assignment.
- The retention stipend will be null and void if the Business Manager does not complete the full term for any contract year without any of the aforementioned reasons.

**Exception** – There will be no liquidated damages if the late retirement or incomplete contract year is due to the Business Manager being unable to complete his last full year of employment due to serious health/medical problems or disability. The Business Manager would receive the full retention stipend.

14) **Savings Clause.**
If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

Any item regarding employment of Business Manager not specifically addressed in this contract will be subject to general administrative guidelines as per Board Policy.

IN WITNESS WHEREOF, DISTRICT has caused this employment contract to be approved in its behalf by a duly authorized officer and the BUSINESS MANAGER has approved this employment contract effective on the day and year above specified.

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<th>Business Manager</th>
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Date

Business Manager

WITNESS: ____________________________
### Huron School District Academic Calendar 2020-2021 School Year

#### August 2020 (6)

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+ New teach wkdays + New teach lunch/sub in-service + Teach In-service + All Staff Lunch
+ K-8 Open House (K-5: 4:00-5:00/6-7:00; 3:30-6:00; 4:00-6:00) + MS Open House (7:00-8:00)
+ 9th Grade Event 6:00 pm English/4:00 pm Spanish & Karen + RS Open House 7:00-8:00 pm
+ Fri Day 9:00 am-12pm + HMS Activity Night 5:30-7:30
+ 1st Day of School + Kindergarten Screen + Kindergarten 1st Day

#### September 2020 (19=25)

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ΔTeach In-service Sept 1 & 2 + State Fair Week (no school) Aug 31 thru Sept 7
+ Early release (Sept 18 Homecoming Parade) + HS PT Conferences (5:30-8:30 pm)

#### October 2020 (21=46)

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ΔNative American Day + Early release + 4-5 PT Conf (3:30-6:45)
+ MS PT Conf (3:30 to 6:30)

#### November 2020 (18=64)

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+ Early release + Vet Day + K-1 PT Conf (3:30-6:45) + 2-3 PT Conf (3:30-6:45)
+ Holiday Break

#### December 2020 (17=81)

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+ Early release + HS PT Conf (5:30-8:30 pm) + Holiday Break

### Elementary/Middle School/High School
Quarter will end on date set at grade level.
End of 1st Semester - (81 days)
End of 2nd Semester - (93 days)

### Graduation
Sunday, May 23, 2021  2:00 p.m., Huron Arena

174  Student Contact Days
1  Conference Days
4  Teacher In-Service Days
-3  Teacher Check-out (1/2 day)
180.5  Total Teacher Days

#### January 2021 (19=100)

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+ Early release + New Year’s Day Holiday
+ High School Registration Open House 5:30 - 8:30
+ Martin Luther King Holiday

#### February 2021 (19=38=119)

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+ Early release + Presidents’ Day

#### March 2021 (19=57=138)

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+ K-1 PT Conf (3:30-6:45) + 4-5 PT Conf (3:30-6:45) + MS PT Conf (3:30-6:30)
+ HS PT Conf (3:30-3:30) + Early release + Spring Break 3/4 day weekends

#### April 2021 (19=76=157)

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+ Early Release
+ 2-3 PT Conf (3:30-6:45) + Vacation (Possible Snow Day makeup)
+ Graduation

#### May - June 2021 (17=93=174)

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△ Last day of classes + Teacher Checkout + Memorial Day + Early release
+ Baccalaureate
+ 8th grade promotion
+ Graduation

### Staff Development Early Release Days
Sep 23  Oct 7  Nov 4  Dec 9
Jan 13  Feb 3  Mar 3  Apr 14  May 5
(Sept 18, Nov 25, Dec 23, May 19 also Early Release)

### Make-Up Days for Snow
March 11, March 18, April 1, May 26, 27, 28, June 1, 2, 3, 4
"In-Calendar Snow Days" can only be used if the snow cancellation day precedes the make-up snow day by at least 5 school days.

#### Conferences:
(All to be determined by principals after calendar approved)
K & 1st Gr Center:
2nd & 3rd Gr Center:
4th & 5th Gr Center:
Middle School:
High School: Sep, Dec, Jan 25 (Registration Night)
# Huron School District Academic Calendar
## 2020-2021 School Year

### August 2020

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†NEW tch workdays  ‡New tch lunch/sub-in-service  ∂Teach In-serv  ∂All Staff Lunch  
*Elem Open House (K-1 4:30-5:30;2-3 5:30-6:30;4-5 6:30-7:30)  *State Fair  
**MS Open House (3:30-7:00)  ∆5th Orient 6:00 pm English/Spanish & Karen  ∆Frd  
Day 5:00 am-12pm  ∆HS Open House 7:00-9:00 pm  ∆HMS Activity Night 5:30-7:00+

### September 2020

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*State Fair / Labor Day  ♤ 1st Day of School  ♣ Kindergarten Screen  ♣ Kindergarten 1st Day  
†Early release (Sept 18 in Homemaking Parade)  ♣ HS PT Conf (3:30-8:30 pm)

### October 2020

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†Native American Day  †Early release  ♤ 4-5 PT Conf (3:30-8:45 pm)  
♣ MS PT Conf (3:30-6:30 pm)

### November 2020

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†Early release  ♣ Vet Day  *K-1 PT Conf (3:30-6:45)  ♣ 2-3 PT Conf (3:30-6:45)  
**Holiday Break

### December 2020

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†Early release  ♣ HS PT Conf (5:30-8:30 pm)  ♣ Holiday Break

### January 2021

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†Early release  ♣ New Year’s Day Holiday  ♣ High School Registration Open House 5:30-8:30  
*Martin Luther King Holiday

### February 2021

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†Early release  ♣ Presidents’ Day

### March 2021

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K-1 PT Conf (3:30-6:45)  ♣ 4-5 PT Conf (3:30-6:45)  ♣ HS PT Conf (5:30-9:00)  ♣ MS PT Conf (3:30-6:30)  
†Early release

### April 2021

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†Early Release  ♣ 2-3 PT Conf (3:30-6:45)  ♣ Vacation

### May 2021

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**30+**  ♣ 31++  ♣ 1st  ♣ 2nd  ♣ 3rd  ♣ 4th  ♣ 5th  ♣ 6th  ♣ 7th  ♣ 8th  ♣ 9th  ♣ 10th

*Last day of class  ♣ Teacher Checkout  ♣ Memorial Day  †Early release  
♣ Baccalaureate  ♣ 8th grade promotion  ♣ Graduation

### Staff Development Early Release Days
- Sep 23  
- Oct 7  
- Nov 4  
- Dec 9  
- Jan 13  
- Feb 3  
- Mar 3  
- Apr 14  
- May 5  
- (Sep 18, Nov 25, Dec 23, May 28 also Early Release)

### Make-Up Days for Snow
- June 1, 2, 3, 4, 7, 8, 9, 10

### Conferences:
- All to be determined by principals after calendar approved
- K & 1st Gr Center:
- 2nd & 3rd Gr Center:
- 4th & 5th Gr Center:
- Middle School:
- High School: Sep, Dec, Mar, [Jan 25 Registration Night]

### Graduation:
- Sunday, May 30, 2021  2:00 p.m., Huron Arena

***Elementary/Middle School/High School***
Quarter will end on date set at grade level.
End of 1st Semester - (87 days)  
End of 2nd Semester - (87 days)
SCHOOL CALENDAR

Prior to establishing a school calendar for the coming year, the superintendent will convene a committee, which shall include administrators and representatives from the teacher's association. The committee may also include representatives from other employee groups and parents, and will be convened no later than March 15. After consideration of possible variations of the calendar, the committee will propose a calendar to be considered by the school board. The committee will forward calendar recommendations to the board regarding dates for the starting and closing of the school year, in-services, teacher check-out days, vacations, parent-teacher conferences, etc.

In the event that changes in the calendar may be necessary (e.g., days missed because of weather-related closings, etc.), the superintendent will consult with committee members to determine how the days will be made up.

The standard school year will consist of 180.5 contract days. For the purpose of per diem salary computations, the school calendar will include days school is in session, total teacher workshop days, plus days on extended contract (if applicable).

Final authority regarding the calendar, including make-up days, rests with the school board.