

Mission: Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.

Vision: Respect – Pride – Excellence for All



AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
April 14, 2025
5:30 p.m.



1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

April 18	No School – Holiday Break
April 21	No School – Holiday Break
April 28	Board of Education Meeting – 5:30pm – IPC
May 7	Early Release
May 12	Board of Education Meeting - 5:30pm – IPC
May 14	Baccalaureate – 8:00pm – Huron Arena
May 18	Graduation – 2:00pm – Huron Arena
May 27 – Aug 1	Grab & Go Meals - FREE for Children Ages 1-18 (Tues & Fri Pick-Up at the Middle School / Each Bag Contains 3 Breakfasts & 3 Lunches / Sign Up Through School Nutrition)
May 27 (Tuesday)	Board of Education Meeting – 5:30pm – IPC
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
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 recommends approval of the following:

 - a) **Approval and/or Corrections of Minutes of Previous Meetings**
 - b) **Approval and/or Corrections of the Financial Report**
 - c) **Consideration and Approval of the Bills**
 - d) **New Hires to the District**

Classified personnel, substitute teachers, volunteers & classroom aides must be approved in order to be covered by our worker's compensation plan.

 - 1) Mike Postma/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$21.58 per hour
 - 2) Stephanie Mehling/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$21.58 per hour
 - 3) Brook Tschetter/Summer Paint Crew - \$20.77 per hour
 - 4) Benjamin Halbkat/HS Head Oral Interp Coach - \$3,468 per year
 - 5) Laura Iverson/HS Oral Interp Coach - \$1,487 per year
 - 6) Paw Wah Sa/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$21.58 per hour
 - 7) Deanna Scheer/Concessions - \$15.87 per hour

- 8) Curtis Waldner/Clean-Up Crew - \$30.28 per hour
- 9) Kellexus Hinton/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$21.58 per hour
- 10) Allan Schmaltz/Food Service Driver - \$21.31 per hour
- 11) Ann Sudbeck-Malsom/Food Service Substitute - \$20.91 per hour
- 12) Todd Olson/SPED Para Educator, Washington 4-5 Center - \$22.59 per hour
- 13) Mike Postma/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$21.58 per hour
- e) **Resignations for Board Approval**
 - 1) Mike Postma/Part-Time Welding Instructor/1 year (continue to coach FB)
 - 2) Kathie Bostrom/Law & Public Safety Teacher/2 years
 - 3) Ann Sudbeck-Malsom/Food Service, Madison Satellite/2 years
 - 4) Taner Sporrer/9th gr Football Coach/2 years
- f) **Contracts for Board Approval**
 - 1) Sierra Tschetter/Teacher – Huron Colony/\$12,001 per year (2024-2025 SY)
 - 2) Madalyn Reifsteck/Teacher – Middle School/\$56,267 per year (2025-2026 SY)
- g) **Request for Approval of Open Enrollment**
The administration has received open enrollment request #OE-2025-03 for Board approval
- h) **ASBSD Worker's Compensation Insurance Renewal** for 2025-2026
- i) **ASBSD Health Insurance Renewal** for 2025-2026
- j) **Accept the Variable Pricing Bid from Avera Pace** for Milk/Dairy for 2025-2026
- k) **Accept discount bid from M.G. Oil Company for a 15 cent discount on E-10 blend gasoline & a 12 cent discount on diesel fuel** for 2025-2026. 10 cent discount bids were received from both DJ's Travel Center & Stern Oil Company
- l) **Accept Bid from North Central Bus & Equipment** for Two School Buses in the amount of \$279,902
- m) **Contract with Howe Inc. for MS Boiler Replacement in the Amount of \$398,600**
- n) **Request to Approve Letter of Agreement Between CORE Educational Cooperative & the Huron School District**
- o) **Intent to Apply for Grant Funding** – revised grant application

Group Applying	Huron School District
Contact Person	Jolene Konechne
Name of Award	ELA - SD
Name of Funder	SD Department of Education
Amount to be Requested	\$775,000/year for 4 years
Project Focus	Literacy Improvement

(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 to:

- **Lydia Beck** (8th gr flute), **America Preston** (8th gr flute) and **Mara Pell** (8th gr euphonium) who were accepted to the South Dakota Middle School All State Band. The concert was March 8th in Mitchell
- **Lily Halter** (12 gr) who was awarded the **Rosella Blunk Award** for Oral Interp. Four students in the state receive this award each year.

- **Hylton Heinz (11 gr)** for selection to the **All-State AA Girls Basketball Honorable Mention Team**
- **Blake Ellwein (11 gr)** for selection to the **All-State AA Boys Basketball First Team**

Thank You to:

- April 22nd is **School Bus Driver Appreciation Day**
- April 23rd **Administrative Assistants Day**
- the following businesses for supporting the **Middle School Yearbook**: **Asian Htoo Myat Yatanar Market, Black Tie, Craig Lee Studios, Elite Auto Body LLC, Golden Horn Karen Asian Market, Hub Insurance~Holly Rounds, Koren Asian Grocery Store, La Patrona Mexican Restaurant, M & J Bouncy Rentals, Mikhin Myo Hlaing, Napa Central, Pedersen Underground LLC, PB Sports, Snow, Huether & Coyle, Woodbridge Candle Co., 605 Sheds, Schaefer Farms, Bianca's Sabor Latino, Conoco, Huron Area Hopes & Blessings, Melys Mexican Store, Super X C-Store, Tienda Victoria, Tipicos Marisol, Unique Flairs, Agape Sushi, Aung Asian Market, Bariedodes Rose, Karen Asian Grocery, Rainbow Flower Shop**
- **Debbie Henning** for the donation of clothing to Buchanan K-1 Center
- **Lea Telkamp** for the donations of Tiger Ticket prizes for Buchanan K-1 Center
- **Huron Area Education Federal Credit Union** for the treats given to our staff at each attendance center
- **HS Student Council** for visiting Buchanan K-1 Center on Friendly Friday
-

10. REPORTS TO THE BOARD:

- a) **National School Board Association Convention Report– President VanBerkum**
Strategic Plan Initiative #3) Community Outreach & Communication
- b) **Election Report – Kelly Christopherson**
Strategic Plan Initiative #3) Community Outreach & Communication
- c) **Business Manager's Report**
- d) **Superintendent's Report**

11. OLD BUSINESS

- a) **Section E: Support Services – 1st reading**
Strategic Plan Initiative #4) Growth & Development Planning
Strategic Plan Initiative #5) Learning Environment
 - 1. **Current Section E Policies**
 - 2. **EA SUPPORT SERVICES GOALS – update format**
 - EB SAFETY PROGRAM – update format**
 - EBA BUILDINGS AND GROUNDS INSPECTIONS – new policy**
 - EBB ACCIDENT PREVENTION AND SAFETY PROCEDURES – update format**
 - EBBA FIRST AID – update format**
 - EBBB ACCIDENT REPORTS – update format**
 - EBC EMERGENCY PLANS – new policy**
 - EBCA BOMB THREATS & EHBITS– retire old policy & use new policy**
 - EBCB FIRE DRILLS – update format**
 - EBCC EMERGENCY LOCKDOWN – update format**
 - EBCD EMERGENCY CLOSINGS – retire old policy & use new**
 - EBD USE OF AED – update format**
 - ECA BUILDINGS AND GROUNDS SECURITY – update format**

ECA-R – BUILDINGS AND GROUNDS SECURITY REGULATIONS - new policy

ECAA – EQUAL ACCESS - update format

ECAB VANDALISM - update format

ECAC VIDEO SURVEILLANCE – new wording & update format

ECB BUILDINGS AND GROUNDS MAINTENANCE – new policy

EDBA MAINTENANCE AND CONTROL OF INSTRUCTIONAL MATERIALS -
update format

EEA STUDENT TRANSPORTATION SERVICES - update format

EEAA WALKERS AND RIDERS - update format

EEAC SCHOOL BUS SAFETY PROGRAM - update format

EEAD SPECIAL USE OF SCHOOL BUSES - update format

EEADA USE OF PRIVATE VEHICLES - update format

EEAE VEHICLE USE POLICY - update format

EGAA PRINTING AND DUPLICATION SERVICES - update format

EI INSURANCE MANAGEMENT - update format

b)

12. NEW BUSINESS

a) **TeamMates Mentoring**

b) **Curriculum – Linda Pietz**

c) **South Dakota High School Activities Association - School Board Resolution
Authorizing Membership in the South Dakota High School Activities
Association**

13. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:

(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

14. ADJOURNMENT

Dr. Steinhoff,

I am sending this to you to resign my position a half-time Welding 1 instructor. This will be affective at the end of the school 2024-2025 school year. I appreciate the opportunity to have done this for one year.

I am looking forward to continuing to Coach Football for the tigers this fall. I am also looking forward to doing some Substitute Teaching as well.

**Sincerely,
Mike Postma**



Kathie Bostrom
Director of Transportation
700 Lincoln Ave NW
Mailing: 150 5th St. SW
Huron, SD 57350
P: (605) 353-6989
F: (605) 353-8567
kathie.bostrom@k12.sd.us

March 27, 2025

Dear Dr. Steinhoff and Jolene Konechne,

It is with sincere regret that I need to inform you of my resignation of my teaching position with the Huron High School CTE introduction to public safety class. With my ongoing health situation, I need to cut back on my workload and put my energy and concentration towards continuing to get myself healthy and my director of transportation duties.

Thank you so very much for the amazing opportunity that you gave me by entrusting me with teaching this class last year and the first semester of this year. It was an amazing experience.

Yours in safe student transportation,

Kathie Bostrom
Director of Transportation

01-07-25

I Ann Sudbeck-Malsom would like to change
my Status from Satalitte to Sub.

Ann L Sudbeck-Malsom.

[EXT] Coaching

From Taner Sporrer <tesporrer@hotmail.com>
Date Mon 4/7/2025 3:05 PM
To DeBoer, Scott <Scott.DeBoer@k12.sd.us>

CAUTION This email originated from outside the K-12 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

After multiple conversations with Coach Strand, I have decided to resign from my position with the Huron Tiger Football Program. I am grateful for the experience and am appreciative for the opportunity to be a Huron Tiger once again. I look forward to seeing you continue to grow our athletic program.

Thank you,

Taner Sporrer



Employment Contract
HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

03/28/2025

Sierra Tschetter

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$12,001** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **03/26/2025** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate

from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2024-2025 with 0 years of teaching experience. Starting salary \$12,001 is 38.5 days X \$311.72 daily pay. Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 5, 2024. (You completed the days Fall 2024.) During this time, the teacher will receive appropriate training in District programs and have time to adequately prepare for the new school year. (Certified date 03/26/2025)

BS

Base Contract: \$12,001

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 03/31/2025

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Employee Signature

Date

Sierra Tschetter

03/28/2025 10:25 am

Chairman of School District Board Signature

Date

Tim Van Berkum

03/28/2025 04:10 pm

Business Manager of School District Signature

Date

Kelly Christopherson

03/31/2025 07:40 am



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

04/03/2025

Reifsteck Madalyn

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$56,267** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/11/2025** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate

from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2025-2026 with 0 years of teaching experience. Contract is pending completion of a SD teaching certificate. Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days prior to the start of the school year. During this time, the teacher will receive appropriate training in District programs and will have time to become adequately prepared for the new school year.

BA

Base Contract: \$56,267

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 04/07/2025

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Employee Signature

Date

Madalyn Reifsteck

04/04/2025 02:04 pm

Chairman of School District Board Signature

Date

Tim Van Berkum

04/08/2025 09:36 am

Business Manager of School District Signature

Date

Kelly Christopherson

04/08/2025 09:43 am



SCHOOL DISTRICT
Business Office

Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Date: March 31, 2025

To: School Board Members
Kraig Steinhoff, Superintendent

From: Kelly Christopherson *KC*

RE: Worker's Compensation Insurance

The District's Worker's Compensation insurance renewal for 2025-2026 is \$167,179, about \$9,000 more than last year due to payroll growth. The ASBSD Work Comp fund continues to do well financially. In addition, this year we received rate relief of \$50,931 because the work comp fund has plenty of cash on hand and because of our long membership in the fund.

I recommend renewing the Work Comp coverage, including the coverage of School Board Members and volunteers.

**ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION FUND
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the Huron School District School Board of the Huron School District, acting pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the ASB Workers' Compensation Trust Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that actions taken under prior versions of the ASB Protective Trust Joint Powers Agreement and Bylaws and ASB Workers' Compensation Trust Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and approved at the time of its adoption.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present ASB Workers' Compensation Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the Workers' Compensation Fund shall be submitted to the Board for approval prior to execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2025, to 12 midnight CST, June 30, 2026. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$167,179.00.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Board pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this ____ day of _____, 2025, at _____, South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School District School Board in open session at a regularly-called meeting on the ____ day of _____, 2025.

Business Manager

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION FUND
PARTICIPATION AGREEMENT

WHEREAS, the Huron School District (hereinafter "DISTRICT," "MEMBER," or "EMPLOYER") has, by resolution of its duly-elected school board, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving workers' compensation coverage as provided in this Agreement and the benefit of coverage under contracts of reinsurance secured by the ASB Protective Trust (hereinafter "TRUST") for all MEMBER DISTRICTS, their officers and employees; and

WHEREAS, the ASB PROTECTIVE TRUST WORKERS' COMPENSATION FUND exists for the purpose of providing workers' compensation coverage for MEMBER DISTRICTS;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, workers' compensation, and liability coverage for school districts and their officers and employees in South Dakota (hereinafter referred to as "Trust").
- 1.3. Covered Party -- The MEMBER DISTRICT identified herein.
- 1.4. Employee -- Any full-time, part-time, or temporary individual, whether compensated or not, who provides or provided services authorized by the DISTRICT at the direction and control of the DISTRICT or its authorized agent. The term does not include independent contractors or an independent contractor's officers, employees, and agents. The term does include an enrolled student performing assigned duties without pay in an approved vocational education program away from the school premises as provided in SDCL 62-1-4.1.
- 1.5. Claims Administrator -- Claims Associates, Inc., P.O. Box 1898, Sioux Falls, South Dakota 57101, Telephone: (605) 333-9810, FAX (605) 333-9835.
- 1.6. Trust Administrator -- Associated School Board of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.
- 1.7. Master Contract -- Any "stop loss," "reinsurance," "insurance contract," "excess coverage contract," "endorsement," or other indemnification agreement approved by the ASB Protective Trust Board of Trustees (hereinafter "Trust Board") providing workers' compensation coverage for all or part of the liability identified herein.

1.8. Work Related Injury, Personal Injury, Compensable Injury, or Claim -- These terms have the same meaning as defined in SDCL title 62.

1.9. Workers' Compensation -- The rights, obligations, limitations, and responsibilities set out in SDCL title. 62 as it may from time-to-time be amended.

1.10. Settlement Amount -- An amount expressed in dollars or otherwise for which a claimant is willing to settle a claim.

1.11. Defense Costs -- All costs incurred by the Trust in defense or prosecution of a claim or action, including attorney's fees.

SECTION II COVERAGE

In consideration of timely payment of the MEMBER'S contribution, as described in this Participation Agreement, the TRUST agrees:

2.1. The TRUST will pay promptly when due those sums that the MEMBER becomes legally obligated to pay on account of compensable injuries or damages to an employee up to the limits set forth herein and only as required by the workers' compensation laws of South Dakota.

2.2. The TRUST will defend any proceeding against the MEMBER seeking compensation on account of a work-related injury and will defend or prosecute any such action before the Department of Labor involving the MEMBER, and any appeal therefrom, either seeking compensation or alleging damages or injuries, even though such claim or proceeding is determined to be groundless, false, or fraudulent. The TRUST may make such investigation, negotiation, and settlement of any claim or action as it deems appropriate and expedient, subject to approval by the MEMBER. Should the MEMBERS governing board refuse to approve such settlement, such MEMBER will be solely and individually liable for any amount, ultimately awarded, including defense costs above the settlement amount, as a result of such claim, and such MEMBER shall indemnify and hold the TRUST harmless for any such amount in excess of the Settlement Amount.

2.3. The TRUST will pay all expenses incurred by the TRUST, all costs taxed against a MEMBER in an administrative proceeding, and all interest accruing after entry of judgment, until the TRUST has paid, tendered payment, or deposited in the court all or part of such judgment that does not exceed the limits of liability established herein. This obligation is subject to the limitations of Section 2.1 and 2.2.

2.4. Benefits payable by the TRUST pursuant to this Participation Agreement apply only to losses and liability arising under the workers' compensation laws and personal injury for claims within the scope of coverage as defined in the Master Contract while the MEMBER is a participating member of the ASB Protective Trust Workers' Compensation Fund and coverage provided pursuant to this Participation Agreement is in effect.

In addition to claims filed during the coverage period, a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 or SDCL 62-7-10 and received from the MEMBER by the TRUST prior to the expiration of coverage under this Agreement constitutes a claim under this Agreement.

2.5. Any change in classification, rates, or rating plans that is or becomes applicable to any coverage under this Participation Agreement as a result of a change in any law regulating such coverage or because of any amendment affecting the benefits provided by the Participation Agreement shall commence upon the effective date thereof. Each MEMBER shall maintain records of all information necessary for handling of any claim, suit, or contribution computation of a MEMBER, and shall provide such information to the TRUST at any such time during or after the benefit period as the TRUST may direct.

SECTION III TRUST OBLIGATIONS

The Trust Administrator shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board and shall include the following authority and obligations, including but not limited to: - The Trust Administrator shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board and shall include the following authority and obligations, including but not limited to:

- 3.1. Day-to-day member communications.
- 3.2. Board and committee management, meeting management, communication and reporting.
- 3.3. Management of pool documents in accordance with pool record retention requirements (bylaws, board policies, meeting minutes, insurance policies, MOC's membership lists, member communications).
- 3.4. Reviewing and approving certificates of insurance (both incoming and outgoing).
- 3.5. Contract review.
- 3.6. Loss control services, training and advice.
- 3.7. Member services (newsletters, annual reports, education and marketing material, web site, etc.).
- 3.8. Marketing to potential new members (as determined by board policy).
- 3.9. Budget process management and communication.

- 3.10. Financial management and reporting.
- 3.11. Communication with and documentation for regulators.
- 3.12. Coordination of the annual financial audit and annual or semi-annual actuarial studies.
- 3.13. Claims management.
- 3.14. Claims review and litigation management.
- 3.15. Management of external service providers such as the auditor, actuary, broker, TPA and any outsourced services.
- 3.16. Monitor and address emerging risks and exposures to pool and members.
- 3.17. Technology solutions for pool operations and member communications and service.
- 3.18. Answers to coverage questions with input from insurers or reinsurers as appropriate.
- 3.19. Consulting – loss control, claims reviews, ERM, new services/coverages, staffing model.
- 3.20. Strategic/Succession planning.
- 3.21. Providing such reports and documentation as required by any Master Contract.
- 3.22. Preparing and filing reports required by the state or federal government or agencies thereof.
- 3.23. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 3.24. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.25. Developing programs for TRUST expansion.
- 3.26. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.27. Evaluation and establishment of reserves for claims.
- 3.28. Investigation and adjusting of claims.
- 3.29. Auditing claim losses and expenses incurred prior to making final payment.
- 3.30. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.

- 3.31. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claims.
- 3.32. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 3.33. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 3.34. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- 3.35. Monitoring frequency and severity of claims' performance of MEMBERS.
- 3.36. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.
- 3.37. Determining proposed distributions to MEMBERS of excess reserves, if any, based upon the Fund's performance or such criteria as may be established subject to approval and adoption by the TRUST.
- 3.38. Retaining and authorizing outside legal and financial assistance.
- 3.39. Making payment of compensable benefits as required under the workers' compensation laws, the Master Contract or the Bylaws.
- 3.40. Providing such reports and documentation as required by any Master Contract.
- 3.41. Preparing and filing reports required by the state or federal government or agencies thereof.
- 3.42. Providing or contracting for loss control education and developing and disseminating a loss control program.
- 3.43. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.44. Securing excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of TRUST retention for claims in each area of coverage.
- 3.45. Developing programs for TRUST expansion.

- 3.46. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.
- 3.47. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.48. Retaining and authorizing outside legal and financial assistance and services.
- 3.49. Costs for administrative services provided to MEMBERS will be based upon a percentage of contribution earned and to include local agent fees, if any, and will be charged to the loss fund in an amount not to exceed ten percent (10%) per coverage year.

SECTION IV MISCELLANEOUS

4.1. MEMBERS Contribution. MEMBERS contributions will be individual, based upon the budgeted employee payroll. Annually, at the anniversary of the contract, an audit will be conducted to determine the actual payroll and contribution for each MEMBER. Adjustments to projected contributions will be based upon the audit.

Contribution rates approved by the TRUST will be used to determine standard contributions for each MEMBER. In a MEMBERS initial year, such MEMBERS experience modification, as established by the National Counsel of Compensation Insurance, will be used. If no modification rate has been established, the Claims Administrator will provide an experience modification factor.

4.2. New Member. Upon admission, a NEW MEMBER shall be required to maintain membership in the TRUST for a minimum period of three (3) consecutive years, unless the TRUST is terminated prior to the expiration of such period. Any NEW MEMBER that joins the TRUST after July 1, but before January 1 of the Fiscal Year, shall be allowed to apply that time in the TRUST toward the first year of their three (3) year initial commitment. Any NEW MEMBER that joins the TRUST between January 1 and June 30 of the Fiscal Year may not apply that time in the TRUST for the first year of the three (3) year initial commitment. A NEW MEMBER who fails to maintain membership in the TRUST for a minimum of three (3) consecutive years as set forth in this section shall pay to the TRUST, within thirty (30) days of TRUST membership termination, an amount equal to contribution applicable to the years of membership remaining in the TRUST.

4.3. Membership. Membership in the TRUST is subject to approval pursuant to policies of the Trust Board and subject to the provisions of the Trust Bylaws.

SECTION V WRITTEN NOTICE AND TERMINATION

5.1. A MEMBER must provide board approved written notice of its intention of receiving bids or quotes for a subsequent coverage year, **no later than December 1 of any coverage year**. Once written notice is given by the MEMBER, the member will be considered a new add and shall require ASBPT board approval to rejoin the pool. Failure of a MEMBER to provide board approved written notice to obtain bids/quotes by **December 1** and of its decision not to renew coverage for a subsequent coverage year **no later than April 1 of any coverage year** shall constitute a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date. A MEMBER that provides written notice of its intention to seek bids/quotes and then stays with the TRUST is not allowed to submit notice for bids/quote for another 36 months. If a MEMBER provides written notice of its intention to seek bids/quotes and then stays with the TRUST, and then within the next 24 months submits notice for bids/quotes, the MEMBER's participation in the Trust shall terminate at the end of the coverage year then in effect and the MEMBER shall pay to the TRUST, as liquidated damages pursuant to SDCL 53-9-5, an amount equal to contribution applicable to the months of membership remaining in the TRUST. A MEMBER that provides written notice of its decision not to renew coverage and leaves the TRUST, or whose membership is terminated as set forth in this section, is not allowed to rejoin the TRUST for the consecutive 24 months.

5.2. A MEMBER may be terminated from membership as set forth in the Trust Bylaws. In addition, failure or refusal of a MEMBER to cooperate, participate, and assist in the defense of a claim or proceeding against the MEMBER shall constitute grounds for termination of membership, subject to review by the Trust Board. Failure to cooperate, participate, and assist in the defense of any claim shall also void coverage if such failure to cooperate is not rectified upon written notice.

SECTION VI ENTIRE AGREEMENT

6.1. This Participation Agreement, together with the Trust Fund Bylaws, the applicable Master Contracts, if any, as limited by SDCL tit. 62, constitute the entire agreement between the parties and may not be changed or altered, except in writing approved by all signatories to this Participation Agreement

6.2. This Participation Agreement shall be construed under the laws of the State of South Dakota, not including the conflict of law provisions as enunciated by the South Dakota Supreme Court or enacted by the Legislature.

SECTION VII MEMBERS OBLIGATIONS

Each MEMBER agrees to be bound by all of the terms of the Trust Bylaws, as amended from time to time, and to abide by the rules, regulations, and policies promulgated by the Trust Board for administration of the TRUST. In addition, each MEMBER shall:

7.1. When a work-related injury to an employee covered by this Participation Agreement occurs, the MEMBER shall IMMEDIATELY complete the EMPLOYER'S First Report of Injury form, promulgated by the South Dakota Department of Labor, and file the form with the Department of Labor and provide a copy to the Claims Administrator. Failure of the EMPLOYER to provide First Report of Injury as required by this Section and SDCL 62-6-2 shall void coverage under this Participation Agreement as to such injury.

7.2. Provide employees with a form for notifying the EMPLOYER of the occurrence of an injury. The EMPLOYER shall notify all employees, in a manner calculated to come to their attention, of the requirement that the employee provide notice to the EMPLOYER of work-related injury within three (3) business days after its occurrence. **Failure of the employee to give the notice may result in no coverage under the workers' compensation laws of South Dakota.**

7.3. Initiate and maintain a loss control program and follow recommendations of the TRUST, its Claims Administrator, Trust Administrator, and Risk Manager, if any, to promote the general welfare of its employees and the safety of their working environment. Each MEMBER remains solely and individually responsible for all decisions concerning its safety program and practices, and may not rely upon the evaluation of TRUST agents, if any, in making final decisions concerning the MEMBER'S safety programs and risk management practices.

7.4. If any notice of employee injury or claim is made or other proceeding is brought against the MEMBER under the workers' compensation laws of South Dakota, the MEMBER shall IMMEDIATELY transmit to the Claims Administrator and Trust Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the workers' compensation laws of South Dakota, the TRUST, or the Claims Administrator to process such proceeding, or claim. Failure of the MEMBER to provide a copy of any summons or complaint or a petition for or notice of hearing before the South Dakota Department of Labor received by the MEMBER within ten (10) days of service thereof, or within ten (10) days of admitting service thereto, shall void coverage under this Participation Agreement.

7.5. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of hearings or proceedings. The MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency medical services, unless such expenditure shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

7.6. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws.

7.7. The MEMBER does hereby appoint the Trust Administrator as agent to act on the MEMBERS behalf to file reports, confess judgment, or to arrange for payment of claims,

medical expenses, and other costs and to do all things required or necessary insofar as they affect the MEMBERS liability, subject to Section 2.2 herein. The MEMBER hereby appoints the attorney designated by the Executive Director of the ASBSD or his designee to represent the MEMBER in any proceeding for which a defense or prosecution is undertaken.

7.8. The MEMBER agrees that upon payment of any loss or the incurring of any expense or liability by the TRUST under this Participation Agreement, the TRUST is subrogated to the extent of such payment or liability to all rights of the MEMBER against any person or other entity legally responsible for such damages or losses. The MEMBER agrees to execute a specific subrogation agreement as necessary, and to render all reasonable assistance, other than pecuniary assistance, to affect recovery under the rights of subrogation transferred herein and shall refrain from any act or omission which will likely impair such right of subrogation.

7.9. The Trust Board, its designee, the Claims Administrator, or the Trust Administrator, and any of their agents, servants, employees, or attorneys are permitted at all reasonable times to inspect the MEMBERS workplaces, plants, works, machinery, buildings, records, and appliances relating in any manner to the subject of this Participation Agreement, and shall be permitted, within three (3) years following closure of any claim, to inspect any contract, document, or other record which shows or would tend to show or verify contributions which are payable or were paid to the TRUST. So long as a claim is pending against a MEMBER and being defended by the Trust, the obligation to cooperate and assist in the defense shall remain in force regardless of whether membership continues.

7.10. The MEMBER by adoption of this Participation Agreement; hereby elects to treat officials of the district, including school board members, as employees per SDCL 62-1-2 for the purposes of workers' compensation coverage while in the performance and scope of their duties.

SECTION VIII MAXIMUM COVERAGE LIMITATIONS

As to any COMPENSABLE INJURY under this Agreement as specified in the Master Contract, pursuant to the workers' compensation laws of South Dakota, the maximum liability undertaken by the TRUST for any single occurrence is based on required statutory South Dakota workers' compensation benefits.

8.1. For employer liability, when an election is made by an employee under SDCL 62-4-38 or otherwise, Two Million Dollars (\$2,000,000).

SECTION IX CONTRIBUTION AND TERM OF COVERAGE

The projected contribution payable for coverage under this Participation Agreement is as set forth in the Adoption and Renewal Motion, attached hereto and incorporated herein by this reference, if duly executed by an authorized representative of the TRUST and approved by the MEMBERS governing board. Coverage is on an annual basis or such shorter period of time as

specifically identified in said Adoption and Renewal Motion. Coverage shall be deemed continuing unless terminated as provided herein.

IN WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the Workers' Compensation Fund as indicated below.

Huron School District

School Superintendent

Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

Business Manager

Date



Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: March 31, 2025

To: School Board Members
Kraig Steinhoff, Superintendent


From: Kelly Christopherson *KC*

RE: Health Insurance

The District's Health Insurance Committee received the renewal information on March 26, 2025 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2025-2026. The District also currently purchases property, liability, and worker's compensation insurance from the ASBSD Protective Trust.

The committee's recommendation is to accept the renewal offer from the ASBSD Protective Trust. The renewal is a 1% increase on our current rates.

Single coverage is \$786; Employee + 1 coverage is \$1570; Employee and dependents coverage is \$1421; and Family coverage is \$1961.



**ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the Huron School District School Board of the Huron School District, acting in pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the South Dakota School District Benefits Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that the Protective Trust Joint Powers Agreement and Bylaws are hereby adopted, and further that actions taken under the ASB Protective Trust Joint Powers Agreement and Bylaws and the South Dakota School District Benefits Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and to the Board for approval prior to execution by the Superintendent and Business Manager.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the South Dakota School District Benefits Fund shall be submitted to the Board for approval prior execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2025 to 12 midnight CST, June 30, 2026. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the

Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Fund Board, including termination contribution, pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this _____ day of _____, 2025, at _____ South
Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School
District School Board in open session at a regularly-called meeting on the _____ day of
_____, 2025.

Business Manager

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
PARTICIPATION AGREEMENT

WHEREAS, the Huron School District (hereinafter "DISTRICT," "MEMBER," "PLAN SPONSOR," or "EMPLOYER") has, by resolution of its duly-elected governing body, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving health benefit coverage as provided in this Agreement and the "SUMMARY PLAN DESCRIPTION" (hereinafter "SPD"), incorporated herein by this reference, for each named employee eligible for coverage and listed on the "Enrollment Form" provided by the EMPLOYER (hereinafter "COVERED EMPLOYEE");

WHEREAS, the SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND (hereinafter "Benefit Fund") exists for the purpose of providing health care coverage for MEMBER DISTRICT employees; and WHEREAS, the ASSOCIATED SCHOOL BOARDS OF SOUTH DAKOTA (hereinafter "ASBSD") has been designated as the "Trust Administrator" herein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "TRUST").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. Coverage shall be on a monthly basis. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.
- 1.7. Date of Termination -- A date not less than ninety (90) days from receipt of notice of termination by the Trust Administrator.

1.8. Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from a MEMBER for a specific month.

1.9. Health Care Coverage or Plan -- Health care benefits, as elected by the Plan Sponsor, and employee, may include medical and life, as provided in the then current version of the applicable "SUMMARY PLAN DESCRIPTION" for the plan the employee is enrolled at the time of a claim, including amendments thereto, and as further defined and limited in this Agreement and the Trust Bylaws.

1.10. Total Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from all MEMBERS in aggregate on an annual basis.

1.11. Trust Administrator -- Associated School Boards of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. **Contribution.** Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contribution, which includes the employer and employee portions, shall be paid **monthly** by the EMPLOYER. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, upon approval by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. **The District's contributions are due on the first of each month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

2.2. **Eligibility.** The EMPLOYER shall track and maintain employee eligibility at all times in accordance to the **ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST ADMINISTRATIVE PROCEDURES FOR ELIGIBILITY FOR GROUP HEALTH COVERAGE** document contained within the SPD and adhere to the EMPLOYER'S own expressly stated hours of eligibility and effective date of coverage within the guide. The EMPLOYER shall notify the FUND through the EMPLOYEE enrollment or change in eligibility process of any employee change in eligibility at the end of each month. If it is discovered that any claims have been paid by the FUND or the FUND's stop loss carrier on a non-eligible employee, such claims shall be the responsibility of the EMPLOYER, who shall reimburse the FUND and/or the FUND's stop loss carrier, whichever is applicable, for all such paid claims.

2.3. **Notice of Enrollment and Unenrollment.** In addition to executing and returning this Agreement and its attachments and promptly complying with the requirements of the ASB Trust Bylaws, the EMPLOYER shall provide the Trust Administrator with a completed enrollment form for each eligible employee when hired or added and provide monthly notice of and date that each eligible employee is terminated, deleted, or removed from the group along with the payment of the contribution.

2.4. **Confidentiality.** The EMPLOYER will keep all medical information regarding a covered employee separate from the employee's personnel file and will comply with the provisions of all applicable state and federal law with respect to confidential medical information.

2.5. **COBRA.** Each EMPLOYER shall provide timely notice of coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to each employee who loses health coverage under the Benefit Fund or whose eligible spouse or eligible dependents lose health coverage under the Benefit Fund and shall provide to the Trust Administrator a copy of the affected employee's or qualified beneficiary's written election to continue or decline coverage under COBRA. Failure of the EMPLOYER to give timely notice of COBRA coverage to an eligible employee or qualified beneficiary shall result in the EMPLOYER being responsible for providing COBRA continuation coverage for any affected employee or qualified beneficiary. The cost for continuing coverage under COBRA shall be no more than one hundred two percent (102%) of the rate for the affected employee's or qualified beneficiary's coverage. Payment of contributions for continuing coverage under COBRA is the affected employee's responsibility or, if elected by the EMPLOYER, the EMPLOYER's responsibility. Failure of the affected employee to make timely payment shall terminate COBRA coverage. Payment made by the affected employee must be received within the allowable timeframe according to COBRA regulations.

2.6. **Providing Plan Information.** The EMPLOYER shall at the time of enrollment and thereafter annually provide a copy of the current and applicable SUMMARY PLAN DESCRIPTION to each covered employee and may advise the employees that this Participation Agreement together with the ASB Trust Bylaws apply to the employee's coverage which are available for inspection without charge during business hours at the EMPLOYER'S business office. The EMPLOYER shall advise all covered employees that the provisions of this Participation Agreement and the ASB Trust Bylaws are binding requirements of coverage, and that the SPD is only a description of benefits.

2.7. **Health and Safety Conditions.** The EMPLOYER agrees to not knowingly allow any condition to exist in the workplace which is detrimental to the health and safety of the covered employees. The EMPLOYER agrees to allow the Benefit Fund, its Trust Administrator, Claims Supervisor, or the designee of any of them, to inspect the EMPLOYER'S premises in order to determine whether any condition detrimental to the health or safety of the covered employees exists. The EMPLOYER acknowledges that neither the Trust Administrator nor the Claims Supervisor is obligated to make any inspection or recommendation with regard to health and safety conditions.

SECTION III OBLIGATIONS OF THE BENEFIT FUND

3.1. **Coverage.** The Benefit Fund agrees to provide coverage for eligible claims by covered employees timely submitted as described in the applicable SPD for the plan in which such covered employee is enrolled at the time of a claim.

3.2. **Claims Forms.** The Benefit Fund shall provide to the EMPLOYER an adequate number of claim forms for use by covered employees in submitting claims.

SECTION IV
TRUST OBLIGATIONS

4.1 **Management and Administration.** The Trust shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board

4.2 **Authority and Obligations.** Management and administration of the Trust shall include, but not be limited to, the following authority and obligations:

- (1) Evaluation and establishment of reserves for claims.
- (2) Investigation and adjusting of claims.
- (3) Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- (4) Negotiating settlements of claims or suits against the MEMBER or TRUST as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- (5) Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- (6) Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- (7) Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- (8) Providing such reports and documentation as required by any applicable Summary Plan Description.
- (9) Preparing and filing reports required by the state or federal government or agencies thereof.
- (10) Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- (11) Monitoring frequency and severity of claims' performance of MEMBERS.
- (12) Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and providing notices to MEMBERS regarding contribution changes and assessments.

(13) Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.

(14) Developing programs for TRUST expansion.

(15) Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.

(16) Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

(17) Retaining and authorizing outside legal and financial assistance.

(18) Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board

(19) Performing an annual audit in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

5.1. **Termination.** This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**

5.2. **Coverage Commencement.** Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day.

5.3 **Renewal and Notice of Termination.** Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides board approved written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30th** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

5.4 **Non-Timely Notice of Termination.** In the event that the participating MEMBER fails to provide notice in accordance with Section 5.3 herein of its intention not to renew coverage, payment of three (3) months Earned Contribution will be required. The three (3) months of

Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Non-timely notice of terminating coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Non-timely notice of termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.5. **Early Termination.** In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a ninety (90) day board approved written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.6. **Obligations Upon Termination.** Termination of this Agreement shall not relieve the participating MEMBER of its obligation to ensure the MEMBER is leaving the FUND in sound financial position and at least one of the following provisions will be enforced upon termination:

(1.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is less than twelve percent (12%) of the FUND's audited Total Earned Contribution for that fiscal year the MEMBER will be responsible for additional Earned Contribution before fully terminating from the FUND. The terminating MEMBER will be responsible for a pro-rated amount of the difference between the product of twelve percent (12%) of Total Earned Contribution less the actual audited ending Net Position for that fiscal year. The difference will be multiplied by the MEMBER'S percentage of overall Earned Contribution the terminating entity contributed to the FUND'S Total Earned Contribution for that fiscal year. In addition, the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the fund. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix B for example.

(2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve percent (12%) of Total

Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix C for example.

Payment, in accordance with the provisions in Sections 5.6.1. and 5.6.2, is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. After sixty (60) days, the finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

5.7. **Contributions After Termination.** Notice of termination of this Agreement shall not relieve the participating MEMBER of its obligation to pay contributions through the date of termination of the agreement and assessments made against MEMBERS, which occurred during the MEMBER'S participation, nor shall it relieve the participating MEMBER of any continuing obligation assumed through their adoption of the ASB Trust Bylaws. The fund reserves the right to require additional or supplemental contributions, in the form of a member assessment, from each participating MEMBER for any fund year in which the initial contributions are inadequate to pay benefits, costs of operation or other expenses of the program subject unless limited to provisions of the Assessment Memorandum of Understanding entered into in Fiscal Year 2017. Such additional or supplemental contribution may be assessed within the immediate subsequent fund year upon any MEMBER who participated in the fund during the previous such fund year in which there are inadequate contributions, regardless of whether MEMBER is participating in the fund at the time of such member assessment.

In WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the South Dakota School District Benefits Fund as indicated below.

Huron School District

School Superintendent

Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

Business Manager

Date

Appendix A

School District A example for Sections 5.4 & 5.5 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution)

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833
 Target Ending Net Position for FY 2XX1: \$1,334,740
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$900,000
 Actual % of Net Position to Total Earned Contributions: 8%

Target Ending Net Position for FY 2XX1: \$1,334,740
 Actual Ending Net Position for FY 2XX1: \$900,000
 Difference: \$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Sections 5.4 & 5.5 example:

Highest one month of premium times three: **\$29,813** x 3 = \$89,439
 Responsibility to leave the fund in sound financial position: \$13,042
Total Termination Responsibility: \$102,481

Appendix B

School District A example for Section 5.6.1 (termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$900,000
Actual % of Net Position to Total Earned Contributions:	8%

Target Ending Net Position for FY 2XX1:	\$1,334,740
Actual Ending Net Position for FY 2XX1:	\$900,000
Difference	\$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Section 5.6.1 example:

Highest one month of premium times two:	\$29,813 x 1 =	\$29,813
Responsibility to leave the fund in sound financial position:		\$13,042
Total Termination Responsibility:		\$42,855

Appendix C

School District A example for Section 5.6.2 (termination with Net Position greater than 12% of the Total Earned Contribution.

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of greater 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833
 Target Ending Net Position for FY 2XX1: \$1,334,740
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$2,002,110
 Actual % of Net Position to Total Earned Contributions: 18%

Target Ending Net Position for FY 2XX1: **Not Applicable**
 Actual Ending Net Position for FY 2XX1: **Not Applicable**
 Difference: **Not Applicable**

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

Not Applicable

Total Termination Contribution amounts for Section 5.6.2 example:

Highest one month of premium time two: ~~\$29,813~~ x 1 = \$29,813
 Responsibility to leave the fund in sound financial position: **Not Applicable**
Total Termination Responsibility: **\$29,813**



Huron Public Schools
1045 18th Street SW
Huron, South Dakota 57350-0949

Office: 605-353-6909
Fax: 605-353-6910
email: Amanda.reilly@k12.sd.us

Amanda Reilly
School Nutrition Director
Concessions Director

To: Board of Education
Dr. Steinhoff
Mr. Christopherson

Date: April 4, 2025

RE: Accept AVERA PACE Pricing for Milk/Dairy 2025-2026

I am recommending accepting the variable pricing from AVERA PACE for Milk/Dairy for the 2025-2026 school year.

Thank you,

Amanda Reilly
Nutrition Director



SCHOOL DISTRICT
Business Office

Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Memorandum

Date: April 4, 2025

To: School Board Members
Dr. Kraig Steinhoff, Superintendent

From: Kelly Christopherson, Business Manager

RE: 2025-2026 Gas and Diesel Fuel Bids

Gas and diesel bids were opened on April 4.

M.G. Oil Company bid a 15 cent discount on E-10 blend gasoline. DJ's Travel Center bid a 10 cent discount on E-10 blend gasoline. Stern Oil Co. Inc. bid a 10 cent discount on E-10 blend gasoline.

M.G. Oil Company bid a 12 cent per gallon discount on diesel fuel. DJ's Travel Center bid a 10 cent discount on diesel fuel. Stern Oil Co. Inc. bid a 10 cent discount on diesel fuel.

I recommend accepting the bids of M.G. Oil Company for both E-10 blend gasoline and diesel fuel for the period of July 1, 2025 through June 30, 2026.





Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Date: April 4, 2025, 2025

To: School Board Members
Dr. Kraig Steinhoff, Superintendent

From: Kelly Christopherson *KC*

RE: School Bus Bid

We opened bids for two new yellow school buses on April 4, 2025. Three bids were received and the bid tabulation is attached. The low bid for two 77-passenger buses seated for 71 passengers was submitted by North Central Bus and Equipment in the amount of \$279,902.

The buses will be paid for with the Capital Outlay Fund in the 2025-2026 Budget.

I recommend awarding the bid to North Central Bus and Equipment for \$279,902.

Huron School District 2-2
 Two Diesel 77 Passenger School Buses Seated 71
 Bid Recap
 April 4, 2025 at 10:00 a.m.

Vendor	Bus	Total Price	Meet's Specifications?
I-State Truck Center	2027 Freightliner Thomas C2	305,400.00	Yes. Delivery early 2026. Price not guaranteed due to tariffs.
North Central Bus Sales	2026 Bluebird	279,992.00	Yes. Delivery 6 months. Tariffs may add to price.
Harlow's	2026 IC CE	288,280.44	Yes, Delivery time not guaranteed. Tariffs may add to price.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

and the Contractor:
(Name, legal status, address and other information)

Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103

for the following Project:
(Name, location and detailed description)

Huron Middle School Boiler Replacement
Huron Middle School
Huron, South Dakota

The Architect:
(Name, legal status, address and other information)

Associated Consulting Engineering, Inc.
340 South Phillips Avenue
Sioux Falls, South Dakota 57104

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Owner.
- ☐ [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: August 25, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety-eight Thousand Six Hundred Dollars and Zero Cents (\$ 398,600.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1,250.00 per day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Kelly Christopherson, Business Manager
Huron School District 2-2
150 5th Street SW
Huron, SD 57350
Kelly.Christopherson@k12.sd.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Zachary Rykhus
Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103
Zachary.Rykhus@howeinc.com

Int.

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User Notes:

(2017027156)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
As per Exhibit A (Attached)		

.6 Specifications

Section	Title	Date	Pages
As per Exhibit A (Attached)			

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	February 21, 2025	1
Addendum 2	February 28, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

Init.

(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Huron Middle School Boiler Replacement Spec Manual	Supplementary Conditions	02/14/2025	6

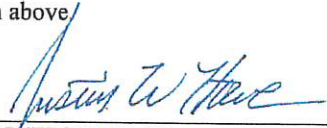
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Justin W. Howe - President

(Printed name and title)

Init.

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User Notes:

(2017027156)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:17:55 ET on 03/24/2025.

PAGE 1

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-five

...

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

...

Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103

...

Huron Middle School Boiler Replacement
Huron Middle School
Huron, South Dakota

...

Associated Consulting Engineering, Inc.
340 South Phillips Avenue
Sioux Falls, South Dakota 57104

PAGE 2

[X] The date of this Agreement.
PAGE 3

[X] By the following date: August 25, 2025

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety-eight Thousand Six Hundred Dollars and Zero Cents (\$ 398,600.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

N/A

...

N/A

...

\$1,250.00 per day
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

N/A
PAGE 5

N/A

...

N/A

...

N/A
PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

N/A

...

Kelly Christopherson, Business Manager
Huron School District 2-2
150 5th Street SW
Huron, SD 57350
Kelly.Christopherson@k12.sd.us

...

Zachary Rykhus
Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103
Zachary.Rykhus@howeinc.com

PAGE 7

As per Exhibit A (Attached)

...

As per Exhibit A (Attached)

...

Addendum 1

February 21, 2025

1

Addendum 2

February 28, 2025

1

PAGE 8

[X] Supplementary and other Conditions of the Contract:

...

Huron Middle School Boiler
Replacement Spec Manual

Supplementary
Conditions

02/14/2025

6

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jordan deWit, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:17:55 ET on 03/24/2025 under Order No. 2114614267 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-fourth day of March in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Huron Middle School Boiler Replacement
Huron Middle School

THE OWNER:
(Name, legal status and address)

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

THE CONTRACTOR:
(Name, legal status and address)

Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

Init.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
N/A	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

Init.

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[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

Init.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage
N/A

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

100% of the Contract Sum

Performance Bond

100% of the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

Init.

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User Notes:

(1748465249)

Additions and Deletions Report for **AIA® Document A101® – 2017 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:51:58 ET on 03/24/2025.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-fourth day of March in the year Two Thousand Twenty-five

...

Huron Middle School Boiler Replacement
Huron Middle School

...

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

...

Howe, Inc.
712 E 3rd Street
Sioux Falls, South Dakota 57103

PAGE 2

N/A

...

N/A

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

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N/A

PAGE 7

N/A

...

Payment Bond
Performance Bond

100% of the Contract Sum

100% of the Contract Sum

...

N/A

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 30236399

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Howe, Inc.
712 E. 3rd St.
Sioux Falls, SD 57103-0801

OWNER (Name and Address):

Huron School District No. 2-2
150 5th St. SW
Huron, SD 57350

SURETY (Name and Principal Place of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

CONSTRUCTION CONTRACT

Date: March 24, 2025

Amount: \$398,600.00 Three Hundred Ninety Eight Thousand Six Hundred Dollars and 00/100

Description (Name and Location): Huron Middle School Boiler Replacement

BOND

Date (Not earlier than Construction Contract Date): March 24, 2025

Amount: \$398,600.00 Three Hundred Ninety Eight Thousand Six Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Howe, Inc.

Signature: 

Name and Title:

Scott Kelderman CFO

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Western Surety Company

Signature: 

Name and Title: A. Miller

Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Gusso Surety Bonds, Inc.
2913 East 57th Street
Sioux Falls, SD 57108
605-339-7280

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 30236399

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Howe, Inc.

(Here insert full name and address or legal title of Contractor)

712 E. 3rd St. Sioux Falls, SD 57103-0801

as Principal, hereinafter called Principal, and, Western Surety Company

(Here insert full name and address or legal title of Surety)

151 N. Franklin Street, Chicago, IL 60606

as Surety, hereinafter called Surety, are held and firmly bound unto Huron School District No. 2-2

(Here insert full name and address or legal title of Owner)

150 5th St. SW Huron, SD 57350

as Obligees, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Hundred Ninety Eight Thousand Six Hundred Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 398,600.00

),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

March 24, 2025

, entered into a contract with Owner

for

(Here insert full name, address and description of project)

Huron Middle School Boiler Replacement

In accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed
- b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

24th

day of March, 2025.

ATTEST:

By: Darlene B. Smith
(Witness)

Howe, Inc.

(Principal)

(Seal)

By: Scott Kellerman CFO
(Title)

WITNESS:

By: Jennifer Rinehart
(Witness)

Western Surety Company

(Surety)

(Seal)

By: JA Miller
(Title) Attorney-in-Fact





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh McLennan Agency LLC
300 N. Cherapa PL
Suite 601
Sioux Falls SD 57103

CONTACT NAME: Amanda Plantenberg, CISR
PHONE (A/C No. Ext): (605) 274-2449 FAX (A/C No.): 605-339-3620
E-MAIL ADDRESS: Amanda.platenberg@marshmma.com

INSURED
Howe Inc
Howe Heating and Plumbing Inc
712 E 3rd St
Sioux Falls SD 57103-0801

HOWEINC1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Company	25615
INSURER B: Arch Insurance Company	11150
INSURER C: Travelers Property Casualty Co. of Amer	36161
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1894507870

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ZAGLB9243603	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9271303	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		CUP1T98905224NF	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9960204	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip: (Ded: \$5K) Installation Floater (Ded: \$5K)			660140D2865	1/1/2025	1/1/2026	Limit: \$250K Each Job Site \$1,000,000 Temp Storage/Transit: \$750K/\$500K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Huron School District 2-2 - Huron Middle School Boiler Replacement - Huron Middle School - Huron, SD
Architect: Associated Consulting Engineering, Inc. - 340 South Phillips Ave., Sioux Falls, SD 57104
Huron School District 2-2 as the owner, Associated Consulting Engineering, Inc. as the architect and others are included as Additional Insured on a primary, non-contributory basis on the General Liability (including ongoing and completed operations) and Umbrella Liability if required by signed written contract executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

Huron School District 2-2
150 5th Street SW
Huron SD 57350

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janod Muller

CORE Educational Cooperative
PO Box 518
Platte, SD 57369
#CORE2026-001

This Agreement is between **CORE Educational Cooperative** and the **Huron School District** in regards to speech therapy services.

Dates for Services will be August 1, 2025 through June 30, 2026.

- A. The CORE Educational Cooperative's Federal Identification Number is #81-4455958.
- B. CORE agrees to provide Speech and Language services to the Huron School District when school is in regular session at the rate of \$540.00 per day and mileage reimbursement at the state rate. If services are provided through teletherapy, an hourly rate of \$67.50 will be charged.

Huron School District will make payments upon completion of services and receipt of invoice from the CORE Educational Cooperative.

1. Amendment Provision:

This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.

In witness hereto the parties signify their agreement by signature affixed below:

Printed Name

Printed Name

Signature Date
CORE Educational Cooperative
612 S. Main Street
PO Box 518
Platte, SD 57369

Signature Date
Huron School District
PO Box 949
Huron, SD 57350



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 3/31/2025 Contact Person: Jolene Konechne

Group Applying: Huron School District

Name of Grant/Award: ELA-SD (revised intent)

Name of Funder: SD DOE Contact Person: _____

Amount to be Requested: up to \$775,000/yr. for 4 years Funder's Submission Due Date: 4/16/2025

Project Focus: literacy improvement

How awarded amount received? _____ Full amount up front _____ X Reimbursement

Are any follow up reports required? X Yes _____ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes _____ No X

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.


Signature: Jolene Konechne 3/31/2025
Building/Department Administrator Date

Signature: Linda J Pietz 3/31/2025
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 3-31-2025
Kelly Christopherson, Business Manager Date

Presented to School Board: _____

CURRENT
SECTION E
POLICIES

	Huron School District #2-2	Code: Section E Support Services Table of Contents/Index
	Policies and Regulations	

SECTION E: SUPPORT SERVICES

Section E of the EPS/NSBA policy classification system provides a repository for statements on non-instructional services and programs, including most of those that fall into the area of business management such as safety, buildings and their management (not construction), transportation, and food services.

<u>EA</u>	<u>Support Services Goals</u>
<u>EB</u>	<u>Safety Program</u>
<u>EBB</u>	<u>Accident Prevention and Safety Procedures</u>
<u>EBBA</u>	<u>First Aid</u>
<u>EBBB</u>	<u>Accident Reports</u>
<u>EBC</u>	<u>Emergency Plans</u>
<u>EBCA</u>	<u>Bomb Threats</u>
<u>EBCB</u>	<u>Fire Drills</u>
<u>EBCC</u>	<u>Emergency Lockdowns</u>
<u>EBCD</u>	<u>Emergency Closings</u>
<u>EBD</u>	<u>Use of Automated External Defibrillators (AED)</u>
<u>ECA</u>	<u>Buildings & Grounds Security</u>
<u>ECA-R</u>	<u>Buildings & Grounds Security-Regulations</u>
<u>ECAA</u>	<u>Equal Access</u>
<u>ECAB</u>	<u>Vandalism</u>
<u>ECAC</u>	<u>Video Surveillance</u>
<u>EDBA</u>	<u>Maintenance and Control of Instructional Materials</u>
<u>EEA</u>	<u>Student Transportation Services</u>
<u>EEAA</u>	<u>Walkers and Riders</u>
<u>EEAC</u>	<u>School Bus Safety Program</u>
<u>EEAD</u>	<u>Special Use of School Buses</u>
<u>EEADA</u>	<u>Use of Private Vehicles</u>
<u>EEAE</u>	<u>Vehicle Use Policy</u>
<u>EF</u>	<u>District Wellness Policy/replaced in June 2014 with Policy AC</u>
<u>EGAA</u>	<u>Printing and Duplication Services Reproduction of Copyright Materials</u>
<u>EI</u>	<u>Insurance Management</u>

Associated School Boards of South Dakota	NEPN Code: EA
Policy Reference Manual	

SUPPORT SERVICES GOALS

Support services are essential to the successful function of a school system. Management of auxiliary operations is therefore an important responsibility of the district administration. It should be remembered, however, that education is the district's central function; all support services will be provided, guided and evaluated by this requirement.

In order to provide support services that are truly supportive of the educational program, the Board establishes these broad goals:

To provide a physical environment for teaching and learning that is safe for students, staff, and public;

To provide safe transportation for students to and from school and nutritious meals for students;

To provide support services, resources, and assistance to fulfill the needs and promote the goals of the educational program.

Associated School Boards of South Dakota	NEPN Code: EB(N)
Policy Reference Manual	

SAFETY PROGRAM

Accidents are undesirable, unplanned occurrences that may result in tragic consequences: bodily harm, loss of school time, property damage, legal action, and even fatality. It will be the policy of the Board to guard against such occurrences by taking every reasonable precaution to protect the safety of all students, employees, visitors, and others present on district property or at school-sponsored events.

The Board will comply with safety requirements established by governmental authorities and will insist that its staff adhere to recommended safety practices as these pertain, for example, to the school plant, special areas of instruction, student transportation, school sports, and occupational safety.

The Superintendent will have overall responsibility for the safety program of the district. General areas of emphasis will include, but not be limited to: in-service training; accident record keeping; plant inspection; driver and vehicle safety programs; fire prevention; and emergency procedures and traffic safety programs relevant to students, employees, and the community.

Each principal will be responsible for the supervision of a safety program for his or her school.

The practice of safety will also be considered a facet of the instructional program of the district schools, and instruction in accident prevention as well as fire prevention, emergency procedures, traffic, bicycle and pedestrian safety, and driver education will be provided in the appropriate grades and classes.

Efforts directed toward the prevention of accidents will succeed only to the degree that all staff members and students recognize that preventing accidents is a daily operational responsibility.

Legal References:

ARSD 61:15 (Fire Safety)

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: EBB
Policy Reference Manual	

ACCIDENT PREVENTION AND SAFETY PROCEDURES

Student safety will be considered a part of the general education program. Students in science and industrial arts classes will be given an orientation each semester to familiarize them with the equipment and materials they will be using and the dangers involved if safety precautions are not taken. Signs will be posted in rooms as a constant reminder of these safety precautions.

Every student, teacher and visitor is required to wear an industrial quality eye protective device when participating or observing any of the following courses:

1. Vocational or industrial arts shops or laboratories involving experience with the following: hot molten metals; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering or kiln firing of any metal or other materials; gas or electric arc welding; repair or servicing of any vehicle; caustic or explosive materials.
2. Chemical or combined chemical-physical laboratories involving caustic or explosive chemicals or hot liquids or solids.

Legal References:

ARSD 61:15 (Fire Safety)

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: EBBA
Policy Reference Manual	

FIRST AID

The school is responsible for giving first aid or emergency treatment only in case of sudden illness or injury to a pupil or a member of the staff. Further medical attention in the case of a pupil is the responsibility of the parent or guardian, or the person designated for emergencies; and in the case of a member of the staff, or the particular individual.

First aid is defined as the immediate and temporary care given in case of an accident or sudden illness, which enables the child to be taken safely home or to a physician. It does not include diagnosis or treatment. Any care beyond first aid will not be given.

Each principal will be charged with directing the immediate care of ill or injured persons who come within his/her area of responsibility until parent, guardian, or medical professional arrives.

Procedures for the proper handling of such emergencies will be developed and made known to the staff. These will incorporate the following requirements:

1. No treatment except first aid is permitted in schools. The school's responsibility is to place the ill or injured student in the care of the home or family physician as soon as possible.
2. Teachers or other trained persons, or bus drivers if the injury occurs on a school bus, will be responsible for administering first aid to students with minor injuries such as scratches, abrasions, bruises, etc.
3. A master first aid kit will be kept and properly maintained in each school and each school bus.
4. No drugs will be administered by school personnel unless authorized by the school nurse.
5. Parents will be asked to sign and submit an emergency medical authorization, which will indicate the procedure they wish the school to follow in event of a medical emergency involving their child.
6. In all cases where the nature of an illness or an injury appears serious, the parent or guardian will be contacted if possible, and the instructions on the child's emergency card followed. Thus, in extreme emergencies arrangements usually may be made for a child's immediate hospitalization whether or not the parent or guardian can be reached.
7. No young child who is ill or injured will be sent home alone, nor will an older child unless the illness is minor and the parent or guardian has been informed in advance.

Reviewed: 12/13/2012

Revised: 01/01/2007



Huron School District #2-2

Policies and Regulations

CODE: EBBA
FIRST AID

The school is responsible for giving first aid or emergency treatment only in case of sudden illness or injury to a pupil or a member of the staff. Further medical attention in the case of a pupil is the responsibility of the parent or guardian, or the person designated for emergencies; and in the case of a member of the staff, or the particular individual.

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7. No young child who is ill or injured will be sent home alone, nor will an older child unless the illness is minor and the parent or guardian has been informed in advance.

Associated School Boards of South Dakota	NEPN Code: EBBB
Policy Reference Manual	

ACCIDENT REPORTS

Accurate and prompt accident reporting is essential if similar accidents are to be prevented from happening again. If there are injuries or damage, prompt reports also are vital in assuring the district, staff, students, and others of proper insurance coverage.

Therefore, the Board requires that an accident report be filed for every accident that takes place on school property, or that involves a school vehicle, students or staff on school-sponsored trips, or staff members on authorized school business trips. Such accident reports are required whether or not there is an injury or damage immediately evident and shall be filed with the principal on the same day.

Accident report forms will be designed and made available for each school; they will give information that:

1. Might be helpful in preventing similar accidents in the future;
2. Is needed for filing insurance claims;
3. Might be important in case of litigation.

Reviewed: 06/01/2013

Revised: 06/01/2013

	Huron School District #2-2	Code: EBCA Bomb Threats
	Policies and Regulations	

Bomb Threats

- A. Each school facility should have a detailed outline of procedure in case of a bomb threat (EBCA). This procedure should be in writing. The procedure should provide directions to all personnel in case of a bomb threat, including directions for evacuation and search.

In case of a bomb threat, it is expected that the individual in charge of the facility must act in conformity with plans as outlined in these procedures.

- B. Furthermore, it is recommended that each building head have at his/her disposal the following guidelines:

- Emergency Planning Guide for School Administrators,
Division of Emergency and Disaster Services, pages 58, 59, 98, 99.
- The Emergency Management Disaster Preparedness Plans,
- Huron School District #2-2, to be found in the Huron Board of Education Policy Handbook.

C. BOMB SEARCH PROCEDURE

1. A bomb threat is a violation of State Law SDCL 22-14-A-22.
2. In the case of a bomb threat, law enforcement officials should be contacted immediately.
3. The bomb threat procedure should be discussed with all facility personnel and law enforcement officials.



Huron School District #2-2

Policies and Regulations

Code:
EBCA Bomb Threats

BOMB THREAT CHECKLIST

Telephone Procedures

- REMAIN CALM, BE COURTEOUS, LISTEN TO, AND DO NOT INTERRUPT THE CALLER
- GET ATTENTION OF ANOTHER PERSON - GIVE NOTE SAYING: "CALL POLICE - BOMB THREAT" 911
- IF YOUR PHONE HAS CALLER ID DISPLAY, RECORD NUMBER OF INCOMING CALL _____
- WRITE DOWN EXACT WORDS OF THE CALLER AND THREAT
- DON'T HANG UP THE PHONE. LEAVE LINE OPEN
- NOTIFY A SUPERVISOR

TRY TO KEEP THE CALLER ON THE PHONE AND TALKING BY ASKING THE FOLLOWING QUESTIONS:

1. WHEN WILL IT EXPLODE? AT WHAT TIME? _____
2. WHERE IS IT LOCATED? WHAT FLOOR? ROOM? _____
3. WHAT DOES IT LOOK LIKE? _____
4. WHAT KIND OF BOMB IS IT? _____
5. WHAT WILL SET IT OFF? _____
6. WHY ARE YOU DOING THIS? _____
7. WHO ARE YOU? _____
8. ARE YOU AWARE THAT IT COULD KILL OR INJURE INNOCENT PEOPLE IN ADDITION TO THOSE YOU INTEND TO HURT? _____

DESCRIPTION OF CALLER (check all that apply)

Sex:	Male	Female	Unknown	Approximate Age	
Voice	<input type="checkbox"/> Clean	<input type="checkbox"/> Accented	<input type="checkbox"/> Educated	<input type="checkbox"/> Agitated	<input type="checkbox"/> Airport
<input type="checkbox"/> Distorted	<input type="checkbox"/> Deliberate	<input type="checkbox"/> Foreign	<input type="checkbox"/> Angry	<input type="checkbox"/> Animals	
<input type="checkbox"/> Loud	<input type="checkbox"/> Distinct	<input type="checkbox"/> Foul	<input type="checkbox"/> Blaming	<input type="checkbox"/> Baby	
<input type="checkbox"/> Muffled	<input type="checkbox"/> Fast	<input type="checkbox"/> Intelligent	<input type="checkbox"/> Calm	<input type="checkbox"/> Birds	
<input type="checkbox"/> Nasal	<input type="checkbox"/> Hesitant	<input type="checkbox"/> Irrational	<input type="checkbox"/> Fearful	<input type="checkbox"/> General Noise	
<input type="checkbox"/> Pitch-High	<input type="checkbox"/> Lisp	<input type="checkbox"/> Rational	<input type="checkbox"/> Laughing	<input type="checkbox"/> Guns Firing	
<input type="checkbox"/> Pitch-Med	<input type="checkbox"/> Slow	<input type="checkbox"/> Slang	<input type="checkbox"/> Nervous	<input type="checkbox"/> Gymnasium	
<input type="checkbox"/> Pitch-Low	<input type="checkbox"/> Slurred	<input type="checkbox"/> Uneducated	<input type="checkbox"/> Righteous	<input type="checkbox"/> Machinery	
<input type="checkbox"/> Pleasant	<input type="checkbox"/> Stuttered	<input type="checkbox"/> Unintelligible	<input type="checkbox"/> Other:	<input type="checkbox"/> Music	
<input type="checkbox"/> Raspy	<input type="checkbox"/> If Accented,	<input type="checkbox"/> If Foreign,		<input type="checkbox"/> Party	
<input type="checkbox"/> Smooth	Describe:	Describe:		<input type="checkbox"/> Quiet	
<input type="checkbox"/> Soft				<input type="checkbox"/> Restaurant	
<input type="checkbox"/> Squeaky				<input type="checkbox"/> Talking	
<input type="checkbox"/> Unclear				<input type="checkbox"/> Tavern/Bar	
<input type="checkbox"/> Other				<input type="checkbox"/> Television	
				<input type="checkbox"/> Traffic	
				<input type="checkbox"/> Train	
				<input type="checkbox"/> Typing	
				<input type="checkbox"/> Water/Wind	
				<input type="checkbox"/> Other:	

Name of Person Receiving Call: _____

Phone Number Threat Was Received On: _____

Name of Possible Suspect: _____

POLICE 911 (Emergency) 353-8550 (Non Emergency)

Associated School Boards of South Dakota	NEPN Code: EBCB
Policy Reference Manual	

FIRE DRILLS

A fire drill will be held in each school building twice each semester, or a minimum of four fire drills each school year. The majority of these drills may be held during the months of September, October, April, and May, in order to take advantage of the weather.

Definite instructions will be furnished by the principal to staff and students as to route and manner of exit during fire drills. Special instruction in fire drill procedure will be given to students the first week of school, and the first fire drill of the school year must be held during the first two weeks of school.

Fire drills will be held without warning and will be varied in procedure to give the students the experience of varying fire possibilities. Order rather than speed will be stressed in fire drills.


All staff will be familiar with the location of fire extinguishers in the building and will be informed regarding the location and operation of fire alarms. Principals will keep a record of all fire drills held in their schools, stating the date the drill was held and the time required for evacuation of the building. These reports will be furnished to the Superintendent as may from time to time be required.

Legal References:

ARSD 61:15 (Fire Safety)
SDCL 13-25-10 (Evacuation Drills)

Reviewed: 12/13/2012

Revised: 01/01/2007

	Huron School District #2-2	Code: EBCC Emergency Lockdown
	Policies and Regulations	

Emergency Lockdowns

In some emergency situations, an evacuation of a building and/or classroom is not advisable. These include a hostile intruder, hazardous material release, terrorist attack or criminal activity near the school.

General emergency lockdown procedures are as follows:

COMMUNICATION

An emergency lockdown will be announced by intercom or other voice communication.

If you see a threat, you:

- 1) Secure yourself;
- 2) Secure those in your area;
- 3) Lockdown the building; and,
- 4) Call 911

Fire evacuation alarms are not to be sounded.

PROCEDURES


- 1) Lock classroom and other doors.
- 2) Close windows and window treatments.
- 3) Turn off the lights.
- 4) Everyone is to remain quiet and not enter hallways.
- 5) Should the fire alarm sound, do not evacuate the building unless:
 - a) You have first-hand knowledge that there is a fire in the building, or
 - b) You have been advised by police/security to evacuate the building.
- 6) Move students out of sight from doors and windows.
- 7) Students in hallways are to seek shelter in the nearest classroom.

Students in outdoor areas should immediately take cover. Return to the gym if it is safe to do so. If the threat is outdoors on campus grounds, all outdoor activities should be cancelled.

DRILLS

Lockdown drills will take place periodically.

Reviewed: 6/1/2013
Revised: 6/1/2013


	Huron School District #2-2	Code:
	Policies and Regulations	EBCD Emergency Closings

Emergency Closings

It shall be school policy to take the following steps or procedures during inclement weather in which school will be called off, buses will not run, or that students may have to be sent home during the day:

- A. The decision to open school in the morning during inclement weather will rest with the superintendent/designee. He/she shall also determine, and properly announce, early dismissal due to weather conditions.
 - a. Factors entering into this judgment might include the following:
 - snowfall, wind, and temperature (wind chill factor);
 - dangerous driving conditions;
 - weather forecasts in the early morning or during the day; or
 - other weather conditions determined to be serious enough to warrant school dismissal.
- B. The recommendation to operate the buses in the city and rural areas during inclement weather will rest with the transportation supervisor. Information received from rural patrons, the bus supervisor, national weather service, and city officials will weigh heavily on his recommendation to the superintendent. The superintendent/designee will ultimately make the final decision.

In some instances, buses may operate on a limited schedule. In those instances, it may be desirable for parents to bring their child/children to meet the bus so that they can be transported to school.
- C. The superintendent/designee will notify the news media whenever the regular school day is to be altered. The transportation supervisor will notify the bus supervisor as to the operation of the bus runs.
- D. If weather conditions are such that a late school start and late bus run seem advisable, such announcement shall be given to the news media.
- E. The ultimate decision as to whether or not an individual student goes to school during inclement weather is the responsibility of the parent. If the parent decides weather conditions are such that the child should not go to school, the child will be counted absent.
- F. When school is in operation and the buses do not operate in the rural areas, teachers and administrators shall realize that these rural students are absent not because of their choosing. Schoolwork and related activities should be governed by this fact. If there are questions relative to this, teachers are encouraged to visit with their building principal.
- G. Out-of-city activities during adverse weather will be governed by highway conditions. Athletic, music, debate, and comparable activity trips will leave (or return to) Huron only after investigation of highway travel conditions.
- H. An "Operation Blizzard" policy shall be updated each fall. This plan will provide housing in the city for students bused to school and unable to be returned home that day because of storm conditions.
- I. Each building principal is to develop a contingency plan with each family regarding the procedure to follow for the dismissal of students if inclement weather forces the early closing of school.

	Huron School District #2-2	Code: EBCD Emergency Closings
	Policies and Regulations	

Regulations on Attendance – Inclement Weather

On those days when the buses do not run, the following guidelines will be in effect:

Make-Up Work

Students who miss school will be required to complete all make-up work. The staff will use reasonableness as a guide in determining the amount of work assigned and the time granted to complete the assignment.

Absent-Present

When bus transportation is not provided, all students who are eligible to ride the bus will be counted present.

Those students who go home at the request of their parents will be counted present for the remainder of the half day in which they left school. They will be counted absent for the remaining half day if they leave before noon.

Students who could have ridden the bus but elect to stay home due to the weather conditions, will be considered absent.

Non-bus students who are kept home at the request of their parents will be counted absent if school is in session.

Tardiness

Students will not be counted tardy if the bus they are riding is late.

Use of Automated External Defibrillators (AED)

The board recognizes the importance of providing safety equipment and properly trained individuals to treat persons who experience sudden cardiac arrest.

The school nurses and designated local physicians shall oversee the purchase of AED equipment and shall review and approve guidelines for emergency use.

The AED may be used by any individual who is currently CPR/AED certified according to the American Heart Association or the American Red Cross standards.

LOCATION:

AED units will be provided by the district and housed in secure and accessible locations at the various district facilities as determined by the superintendent and/or his/her designee. If the AED is moved from its designated position, there will be a visible sign left in the place of the AED which indicates its current location. Contracted and other community activities are not guaranteed access to the AED as part of the standard rental contracts unless specified otherwise.

CERTIFICATION/MAINTENANCE:

The district will encourage, but not mandate, all staff members (coaches included) to obtain and maintain certification in CPR/AED. Each building which houses an AED will have an established, trained response team. An in-service training video will be kept in the nurse's office and in the curriculum office for trained responders to review at any time to provide reinforcement of skills. The district nursing staff will maintain records of staff certification. A designated full-time person in each building will be responsible to maintain equipment in that building.

RESOURCES used to maintain state/national standards:

- SD AED Legislation
- American Red Cross and/or American Heart Association guidelines and training programs
- Trainer immunity and Civil immunity for emergency use of AED
- Infection control procedures for exposure to blood borne pathogens
- Physician oversight of program

Associated School Boards of South Dakota	NEPN Code: ECA
Policy Reference Manual	

BUILDINGS AND GROUNDS SECURITY

Buildings constitute one of the greatest investments of the school district. It is in the best interest of students and taxpayers to protect that investment adequately.

Security should mean not only maintenance of a secure (locked) building, but also:

1. Minimizing fire hazards.
2. Reducing the probability of faulty equipment.
3. Guarding against the chance of electrical shock.
4. Keeping records and funds in a safe place.
5. Protection against vandalism and burglary.

The Superintendent is directed to establish regulations as may be needed to provide for security in the sense outlined above.

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: ECA-R
Policy Reference Manual	

BUILDINGS AND GROUNDS SECURITY (Regulation)

Regulations for buildings and grounds security:

1. Unlimited access is available to:
 - a. the superintendent
 - b. the board secretary
 - c. the superintendent of building or the head custodian
 - d. the Athletic Director
2. Limited access is available to:
 - a. building principals to their assigned building
 - b. head building custodians to their assigned building
 - c. extra-curricular sponsors or supervisors for their area or activity

Possession of keys shall be in accordance with the following regulations:

1. A log of key assignments shall be maintained by the office of the Superintendent or other designated designee.
2. Duplicate keys unassigned shall be maintained in a safe or a secured box.
3. Individuals assigned keys may not duplicate or loan them.
4. All keys must be surrendered when there is no longer a need or upon request of the Superintendent.
5. The loss of a key must be reported to the Superintendent or his/her designee.
6. Use of keys for unauthorized purposes will be cause for surrender of keys and replacement of affected locks.
7. A set of master keys and/or duplicates of keys shall be kept in the custody of the Superintendent or his/her designee.

After hours entry to school buildings shall be controlled in accordance with these rules:

1. The building custodian on duty shall restrict entry to one controlled point.
2. Entry to a school building shall be prohibited when a person authorized as representative for the building is not present.
3. These rules shall be prominently posted on each school building.

Reviewed: 12/13/2012

Revised: 01/01/2007

Policies provide direction through governance. Superintendents can provide details through regulations and exhibits. The board can always make a determination whether a regulation or exhibit carries out a policy.

EQUAL ACCESS

ECAA

The School Board hereby establishes a limited open forum during which all non-curriculum related student groups shall have equal access and a fair opportunity to conduct meetings. No group shall be discriminated against or denied access on the basis of the religious, political, philosophical or other content of speech at such meetings. Groups shall not be considered school-sponsored student organizations nor be given all the privileges afforded to school-sponsored organizations.

The time between the hours of 9:00 A.M. and 2:00 P.M. on days during which classes are in session shall be set aside for a limited forum.

ACCESS TO LIMITED OPEN FORUM

Students in grades 7-12 shall be permitted to organize and conduct meetings of non-curriculum related student clubs or other groups to pursue specialized activities outside the classroom. Meetings shall be voluntary and student initiated.

Students may conduct meetings under this policy on school premises only during non-instructional time so that meetings do not interfere with the orderly conduct of the education activities of the school.

Non-curriculum related student groups that desire to conduct meetings during the limited open forum shall make and request, in writing, to the building Principal or administrator in charge, to conduct a meeting during the open forum. The request shall include an estimate of the number of students expected to be in attendance at the meeting, dates, and any special equipment needed. The number of students will be limited to the safe capacity of the room used.

Upon receipt of such a request, the Principal or administrator in charge shall try to find a suitable room for the group and arrange for proper supervision of the meeting by an agent or employee of the school district.

Students meeting during the limited forum shall not engage in any activity that is illegal, dangerous or disruptive to other activities. Failure to abide by this could lead to discipline measures and the denial of access to the group to the limited open forum.

REGULATION OF LIMITED OPEN FORUM

No public funds shall be spent for the benefit of non-curricular related student groups meeting during the limited open forum beyond the cost of providing space for meetings.

Neither the school district nor its agents nor employees shall promote, lead or participate in any meeting except in a supervisory capacity.

No school agent or employee shall be compelled to supervise a meeting of a non-curriculum related student group if the content of the speech at the meeting is contrary to beliefs of the agent or employee.

Non-school persons may attend student meetings, but are not allowed to direct, conduct or control activities of non-curriculum related student groups during the limited open forum.

Non-school persons can be denied access to school district property if their behavior is, or reasonably threatens to be, illegal, dangerous or disruptive to other activities.

Meetings of non-curricular student groups must be scheduled, organized and conducted within the guidelines established by this policy and accompanying regulations

The administration shall adopt additional rules as deemed necessary.

11/14

Legal References: Title 20 US Code §§4071-4074 (Equal Access Act)

Reviewed: 12/13/2012

Revised: 07/01/2009

Notes: School board should determine for themselves what the appropriate time would be for an open forum. Class schedules, bus schedules and extracurricular activity schedules should be considered

Associated School Boards of South Dakota	NEPN Code: ECAB
Policy Reference Manual	

VANDALISM

Buildings and material contents constitute one of the greatest investments of the school district. It is in the best interest of pupils and the taxpayers to protect that investment adequately.

Every citizen, every student, every staff member, and members of the police department are urged by the Board to cooperate in reporting any incidents of vandalism to school property and the name(s) of the person or persons believed to be responsible. Each employee will report to the building administrator every incident of vandalism known to him and, if known, the names of those responsible.

The Superintendent is authorized to sign a criminal complaint and to press charges and may delegate authority to sign such complaints and to press charges.

Any student found guilty of any form of vandalism or defacement of school property will be disciplined in conformance with school district policy.

Parents and students will be made aware of the legal implications involved. Reimbursements will be sought for all or part of any damages.

Legal References:

SDCL 25-5-15 (Parental liability for willful acts of child)

Reviewed: 12/13/2012

Revised: 01/01/2007

Video Surveillance

General Purpose

The school board authorizes the use of video surveillance equipment on school district property to enhance the safety of students and others on school premises and to deter inappropriate behavior.

In dealing with surveillance of students, employees, and others, the board recognizes both its obligation to provide appropriate levels of supervision in the interest of safety and the fact that students and employees have privacy rights that are reduced but not eliminated while under the supervision of the school. Video surveillance, like other forms of supervision, must be carried out in a way that respects privacy rights.

A video recording is subject to the provisions of the Family Education Rights and Privacy Act (FERPA).

Use

Video surveillance cameras may be used to monitor and/or record in locations authorized by the school principal or the officials of the school district.

Video surveillance is not to be ordinarily used in locations where appropriate confidential or private activities/functions are routinely carried out (*e.g.*, bathrooms, private conference/meeting rooms, etc). The superintendent of schools or designee must authorize any exception to this on the grounds that no other supervision option is feasible and that the pressing need outweighs the privacy interest of the student or other person likely to be observed. Surveillance of such locations may not be authorized on an ongoing basis.

Security

Only a designated employee or agent of the school district will install surveillance cameras. Only designated school officials shall have access to the camera equipment and operations system. For the purposes of this policy, designated school officials are school administrators, school employees designated by school administrators, and school resource officers. Only these school officials shall handle the camera or copies of video segments. Video copies shall be stored in a secure area. Video copies may never be sold, publicly viewed, or distributed in any other fashion except as approved for by this policy and/or relevant legislation.

Viewing of Video Recordings

Video monitors used to view video recordings should not be located in a position that enables public viewing. Video recordings may only be viewed by school administrators, school officials,

or school staff members with a direct involvement with the recorded contents of the specific video recording or employees or agents responsible for the technical operations of the system (for technical purposes only).

Use of Video Recordings for Disciplinary Action

Video recordings may be used as a basis for student or employee disciplinary action. Video surveillance recordings involving students are considered to be educational records under FERPA. Therefore, consent must be given in order to disclose information contained on video recordings obtained through video surveillance, except to the extent that FERPA authorizes disclosure without consent. Viewing may be refused or limited where viewing would be an unreasonable invasion of a third party's personal privacy, give rise to a concern for the safety of a third party, or where protected from disclosure by law. All viewing requests must be submitted in writing.

Retention of Video Recordings

The copy of the video recording shall be sent to the superintendent or designee to be kept in a secure location. If a recording is used in the making of a decision about a student or employee, the recording must be kept for a minimum of one year, unless earlier erasure is authorized by or on behalf of the individual or the relevant appeals periods have expired.

Video recordings shall be maintained for at least two weeks and then erased unless they are being retained as indicated in the preceding paragraph or at the request of the school principal.

Review

Each school principal is responsible for the proper implementation and control of the video surveillance system. The superintendent of schools or designee shall conduct periodic reviews to ensure that this policy and procedures are being followed.

Associated School Boards of South Dakota	NEPN Code: EDBA
Policy Reference Manual	

MAINTENANCE AND CONTROL OF INSTRUCTIONAL MATERIALS

All instructional materials and equipment of the district will be classified and catalogued according to an acceptable system. Textbooks will be made available to all children in sufficient quantity and at appropriate levels so that they are optimally useful to each child, and so that every teacher can meet both the planned curriculum sequence of the district and the special instructional needs of the children.

All textbooks purchased and in the possession of the district will be district property. Principals will be responsible for textbooks assigned to teachers, and for conducting an inventory of all books at the end of the school year.

Each teacher will keep an accurate record of books issued to their pupils. When a textbook is damaged or lost, the pupil responsible will be required to pay for the damage or another copy.

Every book issued will bear the stamp of the district.

All media materials and equipment will be adequately maintained. Obsolete materials and worn-out equipment will be replaced on a regular basis.

LOAN OF TEXTBOOKS TO NONPUBLIC SCHOOLS

In accordance with state law, the Board may approve the loan of nonsectarian textbooks to students enrolled in nonpublic schools in the district.

Legal References:

SDCL 13-34 (Textbooks)

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: EEA
Policy Reference Manual	

STUDENT TRANSPORTATION SERVICES

The major purpose of school transportation is to get students who live an unreasonable walking distance from school to school and back in an efficient, safe, and economical manner. Other purposes include the provision of transportation for academic field trips in direct support of the curriculum, and transportation for support of the co-curricular program (athletics, music, drama, and the like).

District-owned buses will be provided by the Board for the transport of students to and from school. The transportation supervisor, working in conjunction with school principals and under the supervision of the Superintendent, will be responsible for the day to day operation of the school transportation system and the scheduling and routing of all buses, bus stops and all regulations of the program.

Vehicles owned by the Board will be operated by authorized school employees or officials who are properly licensed. These employees and officials must meet all state requirements for licensing.

Management of the school transportation program will meet the following criteria:

1. Adequacy: Does the program provide both necessary and sufficient transportation to and from school and for all other school programs?
2. Safety: Does the scheduling and operating of the program take into consideration hazards, potential dangers to pupils, and all appropriate safeguards?
3. Economy: Is the program operated in the most efficient manner possible after considering the constraints imposed by criteria of adequacy and safety?

Evaluation: The school transportation program will be monitored by the administration or their designees, and subjected to periodic evaluations by them as necessary.

Legal References:

SDCL 13-29 (School buses & transportation of students)
 ARSD 24:05:27:07 (Transportation)
 ARSD 24:06 (School buses)
 SDCL 13-30 (Student allowances in lieu of transportation)
 ARSD 24:05:27:03 (IEP team to determine related services)

Cross References:

EEAA: Walkers and Riders

Reviewed: 12/13/2012

Revised: 03/01/2012

Associated School Boards of South Dakota	NEPN Code: EEAA
Policy Reference Manual	

WALKERS AND RIDERS

Transportation may be provided to and from school for elementary school children, (grades K-8) who live within the five-mile radius of the school. Bus service will be provided for students within these boundaries if the Board determines it is economically efficient, and is justifiable in terms of student safety. Upon request for transportation by the parents, a school board may charge a fee for students whose residence is less than five miles from school.

Students who reside more than five miles from the school of assignment and who do not have access to the bus service furnished by the district, will be entitled to transportation or board and room allowance in accordance with state law.

The transportation of students with special needs will be in accordance with the specifications of their educational plans and will be arranged by the transportation supervisor.

Exceptions to the established areas may be made by the Board for the following reasons:

1. Where, in the judgment of the Board, walking conditions to the student's school are extremely hazardous.
2. Where because of overcrowding and the necessity to assign students to another building, the Board deems transportation necessary.

Legal References:

SDCL 13-29 (School buses & transportation of students)
 ARSD 24:05:27:03 (IEP team to determine related services)
 ARSD 24:05:27:07 (Transportation)
 SDCL 13-30 (Student allowances in lieu of transportation)
 ARSD 24:06 (School buses)

Reviewed: 12/13/2012

Revised: 03/01/2012

Associated School Boards of South Dakota	NEPN Code: EEAC
Policy Reference Manual	

SCHOOL BUS SAFETY PROGRAM

In the operation of the district's transportation program, the first consideration will be given to safety.

All buses except those designed for carrying nine or less passengers, and drivers must meet all federal and state requirements, and the drivers must understand all policies and regulations pertaining to school bus operation. All bus drivers shall receive appropriate training. All vehicles used to transport children will be properly maintained to provide safe and efficient transportation service with a minimum of delays and disruption due to mechanical or equipment failure.

The school Superintendent, with assistance from the transportation supervisor, will have the responsibility for developing safety regulations to be followed by the passengers, including rules of student conduct during transportation and at bus stops. It is absolutely necessary that students riding the school buses conduct themselves in an orderly manner and that all safety regulations are observed.

Legal References:

SDCL 13-29 (School buses & transportation of students)
ARSD 24:06 (School buses)

Reviewed: 12/13/2012

Revised: 04/01/2011

Associated School Boards of South Dakota	NEPN Code: EEAD
Policy Reference Manual	

SPECIAL USE OF SCHOOL BUSES

Although the regular transportation of students to and from school will always be given first priority, school buses may also be used to take students to and from school-sponsored activities.

Driving regulations, safety rules, and insurance coverage will be the same for special uses as for regular student transportation to and from school.

The transportation supervisor will work with the appropriate school administrators to establish regulations governing transportation for special district programs.

Legal References:

SDCL 13-29-1 (District operation of buses permitted)
SDCL 32-32-1 ("School bus" defined)
SDCL 32-32-2 (Marking of school bus)
SDCL 32-32-4 (Use of color for other vehicles prohibited)

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: EEADA
Policy Reference Manual	

USE OF PRIVATE VEHICLES

The use of passenger vehicles to transport pupils to and from school sponsored and approved activities will only be permitted after ascertaining that the vehicle is reasonably safe, the driver qualified, and that adequate insurance coverage is in force. Proof of insurance coverage must be on file in the office of the transportation director.

A passenger vehicle is one that is designed to carry at least three, but no more than nine passengers. There must be minimum insurance coverage under South Dakota law, and property damage of at least \$25,000 per accident.

Private vehicles driven by employees while in their official capacity are covered primarily by the employee's insurance and secondarily by the District's automobile liability insurance. The District's coverage is for liability only and does not cover damage to the employee's vehicle.

The driver of each vehicle must be competent, and properly licensed to drive. The vehicle shall be roadworthy.

A responsible adult shall be in control of all trips involving passenger vehicles used for student transportation.

Legal References:

SDCL 32-35 (Financial responsibility of vehicle owners & operators)

Reviewed: 12/13/2012

Revised: 12/01/2010

Huron School District 2-2 Vehicle Use Policy

EEAE

School vehicles, also known as fleet vehicles, are provided for Huron School District employees when traveling to and attending school district approved activities, training seminars or other approved activity. This also includes the use of the vehicles for Driver's Education training. This policy does not cover the use of school busses.

The fleet vehicles are maintained by and procured from the Huron School District Transportation Department. The following policy guidelines have been placed into effect to promote a consistent and impartial system for the use of the vehicles as well as reduce the potential for liability in the event of an accident.

Authorized Use of Fleet Vehicles

Only Huron School District employees or officially approved volunteers may operate the fleet vehicle.

School-owned vehicles are to be used for official school travel by employees, boards and authorized volunteers.

The vehicles shall not be used for commuting to and from an employee's workplace and residence unless otherwise requested by the respective department administrator and approved by the Business Manager.

School employees using school-owned vehicles are not permitted to transport family, friends, non-school business commuters or animals except for "service animals", unless approved by the Superintendent of Schools on a case by case basis.

The employee/volunteer must possess a valid South Dakota driver's license and be at least 18 years of age. No student (except those under the direction of a Driver's Education Instructor) or other non-school employee or unapproved volunteer may operate the vehicle. In the event that an approved school district employee or volunteer becomes unable to safely operate the vehicle due to illness or other unforeseen reason while driving on the road, a passenger may assume the driving responsibility and move the vehicle to a safe location off the road. Once safely off the roadway immediately call 911 for assistance. Once assistance has been rendered, the passenger should then contact the Transportation Director for further driving instructions.

Huron School District 2-2 Vehicle Use Policy

EEAE

Unauthorized Use of Fleet Vehicles

Fleet vehicles are not to be used for personal use at any time. Should you need to procure a fleet vehicle prior to your scheduled departure time, the fleet vehicle must remain parked at your residence in a safe location and remain there until such time the vehicle is needed for travel. When at an approved school activity you must always exercise reasonable judgment regarding the use of the fleet vehicle.

Misuse of the fleet vehicle may result in the suspension of your privileges to use a fleet vehicle and or other disciplinary action by the school district.

Seat Belt Use Required

It is school district policy that seat belts be used at all times, not only by the driver but by all passengers as well. Drivers of a school fleet vehicle are prohibited from overloading and/or overcrowding a vehicle that may result in unsafe operation. It is imperative that you not carry more passengers than the number of occupant safety restraint systems (seatbelts) in the fleet vehicle. Drivers are responsible for wearing and enforcing the use of seatbelts by all occupants or passengers.

Cell Phone/Personal Computing Device Usage

The safest way to use any cell phone or personal computing device while driving is to pull over to a safe location and park the fleet vehicle and then talk or use your computing device. Texting or typing, with any device, while driving a school fleet vehicle is strictly prohibited.

Moving Traffic Violations

Any school employee operating a fleet vehicle is expected to obey all traffic laws and regulations. Any school employee receiving a citation while operating a fleet vehicle is responsible for paying the cost of the citation and any other expenses incurred as a result of the citation.

Violations such as parking tickets are also the responsibility of the school employee in charge of the fleet vehicle when such ticket is issued.

Accidents

In the event of an accident the driver of a school fleet vehicle shall immediately call 911. The driver shall give an assessment of any injuries and the seriousness of the accident.

Huron School District 2-2 Vehicle Use Policy

EEAE

The driver of the school fleet vehicle should then notify the Bus Garage/Transportation Department and/or the Business Office. The Superintendent will be notified immediately by the Bus Garage/Transportation Department or the Business Office.

The Transportation Director will arrange for another school fleet vehicle to go to the accident site to either continue the route or, if necessary, to transport students to the hospital at the direction of emergency personnel.

Administrators, or their designee(s), at the scene of the accident will account for all passengers who were riding in the school fleet vehicle.

The Superintendent's Office/Business Office or Principal's Office will notify parents of students' involvement in the accident. If students are transported to the hospital, parents should be notified to report there. The duty may be organized on a shared basis so as to expedite the notification process.

If passengers are transported to the hospital, counselors may be notified to report there. Crisis and emergency response procedures as outlined in school policy may be implemented.

For accidents involving injuries to anyone, the school district will order a drug and alcohol test of the driver as soon as possible. The exception involves driver's education student drivers under the direct supervision of a certified driver's education instructor. If you are found to be under the influence of drugs or alcohol at the time of the accident, regardless of whether you are found at fault or not, your employment with the Huron School District may be recommended for termination to the School Board.

Minor accidents not needing emergency response should be reported immediately to the Transportation Director and handled on a case-by-case basis.

Huron School District fleet vehicles have a current registration and insurance card located in the glove compartment of each vehicle. This information along with your driver's license will need to be presented to any law enforcement officer at the scene of an accident.

When an accident involves another vehicle, try to obtain the following information:

1. Driver's name (and owner's name if different)
2. Address
3. Telephone number

Huron School District 2-2 Vehicle Use Policy

EEAE

4. Name of insurance company or policy number
5. VIN, vehicle year, make and model
6. Vehicle license plate number

If possible, try to obtain the names, addresses and telephone numbers of any witnesses, including the name and badge number, department name and address of any investigating law enforcement agency.

Identify yourself and show your insurance identification card. Do not discuss any aspect of the schools insurance policy and do not assume blame for the accident. At no time are you permitted to agree to any settlement.

Cooperate with the investigating law enforcement officers. Answer their questions factually and avoid commentary beyond that. Do not insist that a citation be issued the other operator. The officer may be trying to decide responsibility for the accident and an overly aggressive attitude on your part may result in a decision against you. In a given situation, the officer may ask if you want a citation issued to the other operator. If so, answer in the affirmative and explain that this is the school district's preference.

If an insurance adjuster or any other representative from the other driver's insurance company contacts you for a statement (either written or recorded), refer that person to the Business Manager.

Alcohol and Illegal Drugs Prohibited

No school employee may use or be under the influence of any alcohol, illegal drugs or abuse of prescription drugs while operating a fleet vehicle. In addition to this, no employee may operate a fleet vehicle for at least four hours after having consumed an alcoholic beverage.

Other Prohibited Items

School district employees are prohibited from carrying or transporting any hazardous material that may pose a risk to the health and safety of the driver or passengers. These materials may include but are not limited to poisonous gas, tear gas, liquid poison, explosives, radioactive materials and firearms. If you are uncertain if a material can be safely transported in a fleet vehicle contact the Transportation Director for further instructions.

Huron School District 2-2 Vehicle Use Policy

EEAE

Failure to Report

For failing to immediately call and report any accident to the Transportation Director, Business Manager or Superintendent, your employment with the Huron School District may be recommended for termination to the School Board.

Associated School Boards of South Dakota	NEPN Code: EGAA
Policy Reference Manual	

PRINTING AND DUPLICATION SERVICES REPRODUCTION OF COPYRIGHT MATERIALS

WORKS PROTECTED BY COPYRIGHT

Copyright protection extends to literary works, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audiovisual works including television, and sound recording.

Unpublished works by U.S. and foreign authors are protected by the new copyright statute, as are published work by U.S. authors. The published works of foreign authors are subject to copyright under certain conditions, including coverage under national treaties such as the Universal Copyright Convention.

U.S. government works are excluded. Works produced for the U.S. government by its officers and employees are not subject to copyright.

DISTRICT PROCEDURE

Copyright materials, be they print or non-print and including computer software, will not be duplicated unless such reproduction meets "fair use" standards or unless written permission from the copyright holder has been received.

The Board does not sanction illegal duplication in any form. Employees who willfully disregard the Districts' copyright position are in violation of Board policy and the law and assume all liability and responsibility related thereto.

Guidelines shall be developed and made available to all employees of the district to insure the fair use of copyright work.

The principal of each school site is responsible for establishing practices, which will enforce this policy.

Legal References:

Public Law 94-553 (Copyright Law)

Reviewed: 12/13/2012

Revised: 01/01/2007

Associated School Boards of South Dakota	NEPN Code: EI
Policy Reference Manual	

INSURANCE MANAGEMENT

The Board has the responsibility to maintain an adequate and comprehensive insurance program to protect the property and equipment under its control and individuals discharging responsibilities for the school district. It will seek adequate appropriations for such coverage. The Board may also authorize and participate in an insurance program for staff members and students.

The responsibility for overseeing the district's total insurance program will be delegated to the Superintendent. The Superintendent will prepare for review and approval by the Board, specifications for insurance coverage of various types so that the insurance may be placed by competitive quotations. Any modification of these specifications, which may be considered necessary because of changes in the law or substantial changes in the school district's exposure values, will be brought before the Board for its consideration and action.


Legal References:

SDCL 3-9-3 (Trip insurance on flights)
SDCL 13-10-3 (Group life & health insurance for employees & retirees)
SDCL 13-10-9 (Liability insurance for protection of employees)

Reviewed: 12/13/2012

Revised: 01/01/2007

PROPOSED
SECTION E
POLICIES

	Huron School District #2-2	Section E SUPPORT SERVICES CHANGE LOG
	Policies and Regulations	

SECTION E – Support Services

CHANGE LOG

1. EA SUPPORT SERVICES GOALS – UPDATE FORMAT
2. EB SAFETY PROGRAM - UPDATE FORMAT
3. EBA BUILDINGS AND GROUNDS INSPECTIONS – NEW POLICY
4. EBB ACCIDENT PREVENTION AND SAFETY PROCEDURES - UPDATE FORMAT
5. EBBA FIRST AID - UPDATE FORMAT
6. EBBB ACCIDENT REPORTS - UPDATE FORMAT
7. EBC EMERGENCY PLANS – NEW POLICY
8. EBCA BOMB THREATS & EHBITS– RETIRE OLD POLICY AND USE NEW POLICY
9. EBCB FIRE DRILLS - UPDATE FORMAT
10. EBCC EMERGENCY LOCKDOWN - UPDATE FORMAT
11. EBCD EMERGENCY CLOSINGS – RETIRE OLD POLICY AND USE NEW
12. EBD USE OF AED - UPDATE FORMAT
13. ECA BUILDINGS AND GROUNDS SECURITY - UPDATE FORMAT
14. ECA-R – BUILDINGS AND GROUNDS SECURITY REGULATIONS NEW POLICY
15. ECAA – EQUAL ACCESS - UPDATE FORMAT
16. ECAB VANDALISM - UPDATE FORMAT
17. ECAC VIDEO SURVEILLANCE – NEW WORDING AND UPDATE FORMAT
18. ECB BUILDINGS AND GROUNDS MAINTENANCE – NEW POLICY
19. EDBA MAINTENANCE AND CONTROL OF INSTRUCTIONAL MATERIALS -
UPDATE FORMAT
20. EEA STUDENT TRANSPORTATION SERVICES - UPDATE FORMAT
21. EEAA WALKERS AND RIDERS - UPDATE FORMAT
22. EEAC SCHOOL BUS SAFETY PROGRAM - UPDATE FORMAT
23. EEAD SPECIAL USE OF SCHOOL BUSES - UPDATE FORMAT
24. EEADA USE OF PRIVATE VEHICLES - UPDATE FORMAT
25. EEAE VEHICLE USE POLICY - UPDATE FORMAT
26. EGAA PRINTING AND DUPLICATION SERVICES - UPDATE FORMAT
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Huron School District #2-2

Policies and Regulations

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Huron School District #2-2

Policies and Regulations

CODE: EA
SUPPORT SERVICES GOALS

Support Services Goals

Support services are essential to the successful function of a school system. Management of auxiliary operations is therefore an important responsibility of the district administration. It should be remembered, however, that education is the district's central function; all support services will be provided, guided and evaluated by this requirement.

In order to provide support services that are truly supportive of the educational program, the Board establishes these broad goals:

1. To provide a physical environment for teaching and learning that is safe for students, staff, and public;
2. To provide safe transportation for students to and from school and nutritious meals for students;
3. To provide support services, resources, and assistance to fulfill the needs and promote the goals of the educational program.



Huron School District #2-2

Policies and Regulations

CODE: EB
SAFETY PROGRAM

Safety Program

Accidents are undesirable, unplanned occurrences that may result in tragic consequences: bodily harm, loss of school time, property damage, legal action, and even fatality. It will be the policy of the Board to guard against such occurrences by taking every reasonable precaution to protect the safety of all students, employees, visitors, and others present on district property or at school-sponsored events.


The Board will comply with safety requirements established by governmental authorities and will insist that its staff adhere to recommended safety practices as these pertain, for example, to the school plant, special areas of instruction, student transportation, school sports, and occupational safety.

The Superintendent will have overall responsibility for the safety program of the district. General areas of emphasis will include, but not be limited to: in-service training; accident record keeping; plant inspection; driver and vehicle safety programs; fire prevention; and emergency procedures and traffic safety programs relevant to students, employees, and the community.

Each principal will be responsible for the supervision of a safety program for his or her school.

The practice of safety will also be considered a facet of the instructional program of the district schools, and instruction in accident prevention as well as fire prevention, emergency procedures, traffic, bicycle and pedestrian safety, and driver education will be provided in the appropriate grades and classes.

Efforts directed toward the prevention of accidents will succeed only to the degree that all staff members and students recognize that preventing accidents is a daily operational responsibility.


	Huron School District #2-2	CODE: EBA BUILDING AND GROUNDS INSPECTIONS
	Policies and Regulations	

Buildings and Grounds Inspections

The Buildings and Grounds Director will be responsible for the general safe operations of the buildings and grounds and will periodically assist in their inspection for safety hazards.

At least annually, the Buildings and Grounds Director will assist an inspector of the department of public safety in the inspection of school buildings and grounds for fire safety hazards.

Violations to fire protection laws and other safety hazards will be reported to the Buildings and Grounds Director and corrected to ensure the well-being of all students, staff and the general public on school property.

	Huron School District #2-2	CODE: EBB
	Policies and Regulations	ACCIDENT PREVENTION AND SAFETY PROCEDURES

Accident Prevention and Safety Procedures

Student safety will be considered a part of the general education program. Students in science and industrial arts classes will be given an orientation each semester to familiarize them with the equipment and materials they will be using and the dangers involved if safety precautions are not taken. Signs will be posted in rooms as a constant reminder of these safety precautions.

Every student, teacher and visitor is required to wear an industrial quality eye protective device when participating or observing any of the following courses:

1. Vocational or industrial arts shops or laboratories involving experience with the following: hot molten metals; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering or kiln firing of any metal or other materials; gas or electric arc welding; repair or servicing of any vehicle; caustic or explosive materials.
2. Chemical or combined chemical-physical laboratories involving caustic or explosive chemicals or hot liquids or solids.



Huron School District #2-2

Policies and Regulations

CODE: EBBA
FIRST AID

First Aid


The school is responsible for giving first aid or emergency treatment only in case of sudden illness or injury to a pupil or a member of the staff. Further medical attention in the case of a pupil is the responsibility of the parent or guardian, or the person designated for emergencies; and in the case of a member of the staff, or the particular individual.

First aid is defined as the immediate and temporary care given in case of an accident or sudden illness, which enables the child to be taken safely home or to a physician. It does not include diagnosis or treatment. Any care beyond first aid will not be given.

Each principal will be charged with directing the immediate care of ill or injured persons who come within his/her area of responsibility.

Procedures for the proper handling of such emergencies will be developed and made known to the staff. These will incorporate the following requirements:

1. No treatment except first aid is permitted in schools. The school's responsibility is to place the ill or injured student in the care of the home or family physician as soon as possible.
2. Teachers or other trained persons, or bus drivers if the injury occurs on a school bus, will be responsible for administering first aid to students with minor injuries such as scratches, abrasions, bruises, etc.
3. A master first aid kit will be kept and properly maintained in each school and each school bus.
4. No drugs will be administered by school personnel unless authorized by a physician.
5. Parents will be asked to sign and submit an emergency medical authorization, which will indicate the procedure they wish the school to follow in event of a medical emergency involving their child.
6. In all cases where the nature of an illness or an injury appears serious, the parent or guardian will be contacted if possible, and the instructions on the child's emergency card followed. Thus, in extreme emergencies arrangements usually may be made for a child's immediate hospitalization whether or not the parent or guardian can be reached.
7. No young child who is ill or injured will be sent home alone, nor will an older child unless the illness is minor and the parent or guardian has been informed in advance.

	Huron School District #2-2	CODE: EBBB ACCIDENT REPORTS
	Policies and Regulations	

Accident Reports


Accurate and prompt accident reporting is essential if similar accidents are to be prevented from happening again. If there are injuries or damage, prompt reports also are vital in assuring the district, staff, students, and others of proper insurance coverage.

Therefore, the Board requires that an accident report be filed for every accident that takes place on school property, or that involves a school vehicle, students or staff on school-sponsored trips, or staff members on authorized school business trips. Such accident reports are required whether or not there is an injury or damage immediately evident.

For accidents involving students, the staff member responsible for the child when the accident occurred will file an accident report with the principal on the same day. Teachers also will report promptly to the principal any members, or accidents occurring off school grounds or involving school transportation vehicles, will be filed in accordance with procedures developed by the superintendent.

Accident report forms will be designed and made available for each school; they will give information that:

1. Might be helpful in preventing similar accidents in the future;
2. Is needed for filing insurance claims;
3. Might be important in case of litigation.

	Huron School District #2-2	CODE: EBC EMERGENCY PLANS
	Policies and Regulations	

Emergency Plans

Advance planning for emergencies and disasters is essential to provide for the safety of students and staff; it also strengthens the morale of all concerned to know that preparedness plans exist and that students and staff have been trained in carrying out the plans.

The Superintendent will develop and maintain an Emergency Planning Guide containing emergency plans that meet the requirements for preparedness in case of fire, civil emergencies, and natural disasters, along with a record showing the dates and times of drills conducted.

The Emergency Planning Guide for the district schools will be the official guide for the district in case of fire, civil emergencies, and natural disasters. All personnel and students will follow policies and procedures set forth in the guide.

Building principals will meet all requirements for conducting fire and emergency drills to give students practice in moving with orderly dispatch to designated areas under emergency conditions, and the staff practice in carrying out their assigned responsibilities for building evacuation, and will file with the Superintendent a record showing the dates and times of drills conducted.



Huron School District #2-2

Policies and Regulations

CODE: EBCA
BOMB THREATS

Bomb Threats

The Board recognizes that bomb threats are a significant concern to the schools. Whether real and carried out or intended as a prank or for some other purpose, a bomb threat represents a potential danger to the safety and welfare of students and staff and to the integrity of school property. Bomb threats disrupt the instructional program and learning environment and also place significant demands on school financial resources and public safety services. These effects occur even when such threats prove to be false.

Any bomb threat will be regarded as an extremely serious matter and treated accordingly. The Board directs the Superintendent to react promptly and appropriately to information concerning bomb threats and to initiate or recommend suitable disciplinary action.


CONDUCT PROHIBITED

No person shall make, or communicate by any means, whether verbal or non-verbal, a threat that a bomb has been, or will be, placed on school premises. Because of the potential for evacuation of the schools and other disruption of school operations, placement of a bomb or of a "look-alike" bomb on school premises will be considered a threat for the purpose of this policy.

It is also a violation of Board policy to communicate by any means that any toxic or hazardous substance or material has been placed, or will be placed, on school premises with the intent to endanger the safety and welfare of students or staff and/or to disrupt the operations of the schools. For the purpose of this policy, "toxic or hazardous substance or material" means any material or substance, including biomedical materials or organisms, that, when placed as threatened, could be harmful to humans.

DEFINITIONS

1. A "bomb" means an explosive, incendiary or poison gas bomb, grenade, rocket, missile, mine, "Molotov cocktail" or other destructive device.
2. A "look-alike bomb" means any apparatus or object that conveys the appearance of a bomb or other destructive device.
3. A "bomb threat" is the communication, by any means, whether verbal or nonverbal, that a bomb has been, or will be, placed on school premises, including possession or placement of a bomb or look-alike bomb on school premises.
4. "School premises" means any school property, school buses and any location where any school activities may take place.

	Huron School District #2-2	CODE: EBCA BOMB THREATS
	Policies and Regulations	

DEVELOPMENT OF BOMB THREAT PROCEDURES


The Superintendent or designee shall be responsible for developing and implementing procedures specific to bomb threats as part of the District's Crisis Response Plan. These procedures are intended to inform administrators and staff of appropriate protocols to follow in the event that a bomb threat is received and should include provisions to address:

1. Threat assessment (for the purpose of identifying a response that is in proportion to the threat, in light of what is necessary to ensure safety);
2. Building evacuation and re-entry (including selection of potential alternative sites for those who are evacuated);
3. Incident "command and control" (who is in charge, and when);
4. Communications contacts and mandatory bomb threat reporting;
5. Parent notification process;
6. Training for staff members;
7. Support services for students and staff.

The initial bomb threat procedure will be subject to approval by the Board. The Superintendent or his or her designee will be responsible for overseeing a review or evaluation of bomb threat procedures.

REPORTING OF BOMB THREATS

1. A student who learns of a bomb threat or the existence of a bomb on school premises must immediately report such information to the building principal, teacher, the School Resource Officer or other employee in a position of authority.
2. An employee of the school unit who learns of a bomb threat shall immediately inform the building administrator. The building administrator shall immediately take appropriate steps to protect the safety of students and staff in accordance with the District's bomb threat procedure, as developed under Section C, and inform the Superintendent of the threat.
3. All bomb threats shall be reported immediately to the local law enforcement authority, as provided in the bomb threat procedures.
4. The Superintendent shall be responsible for reporting any bomb threat to the Board of Education. Reports will include the name of the school, the date and time of the threat, the

	Huron School District #2-2	CODE: EBCA BOMB THREATS
	Policies and Regulations	

medium used to communicate the threat, and whether or not the perpetrators have been apprehended.

STUDENT DISCIPLINE CONSEQUENCE

Making a bomb threat is a crime. Any student suspected of making a bomb threat shall be reported to law enforcement authorities for investigation and possible prosecution. Apart from any penalty imposed by law, and without regard to the existence or status of criminal charges, a student who makes a bomb threat shall be subject to disciplinary action.

The administration shall suspend and may recommend for expulsion any student who makes a bomb threat.

AIDING OTHER STUDENTS IN MAKING BOMB THREATS

A student who knowingly encourages, causes, aids or assists another student in making or communicating a bomb threat shall be subject to the disciplinary consequences described in Section E of this policy.

FAILURE TO REPORT A BOMB THREAT

A student who fails to report information or knowledge of a bomb threat or the existence of a bomb or other destructive device in a school building or on school property may be subject to disciplinary consequences, which may include suspension and/or expulsion.


STAFF DISCIPLINE CONSEQUENCES

A school system employee who makes or communicates a bomb threat will be reported to appropriate law enforcement authorities and will be subject to disciplinary action up to and including termination of employment. Disciplinary action taken shall be consistent with collective bargaining agreements, other employment agreements and Board policies.

A school system employee who fails to report information or knowledge of a bomb threat or the existence of a bomb on school premises will be subject to discipline up to and including termination of employment.

CIVIL LIABILITY

The District reserves the right to bring suit against any individual responsible for a violation of this policy and to seek restitution and other damages as permitted by law.

	Huron School District #2-2	CODE: EBCA BOMB THREATS
	Policies and Regulations	

LOST INSTRUCTIONAL TIME

Instructional time lost as a result of a bomb threat will be rescheduled at the earliest appropriate opportunity as determined by the Superintendent within parameters set by the Board.

Time lost may be rescheduled on a vacation day, or after what would normally be the last day of the school year, except on days when schools must be closed as required by law.

NOTIFICATION THROUGH STUDENT HANDBOOK

All student handbooks shall address the District's bomb threat policy and procedures and explain the educational consequences of bomb threats. In addition, student handbooks shall notify students and parents that bomb threats violate Board policy and civil and criminal law.



Huron School District #2-2

Policies and Regulations

Code: EBCA-E
Bomb Threats

BOMB THREAT CHECKLIST

Telephone Procedures

- REMAIN CALM, BE COURTEOUS, LISTEN TO, AND DO NOT INTERRUPT THE CALLER
- GET ATTENTION OF ANOTHER PERSON - GIVE NOTE SAYING: "CALL POLICE - BOMB THREAT" 911
- IF YOUR PHONE HAS CALLER ID DISPLAY, RECORD NUMBER OF INCOMING CALL _____
- WRITE DOWN EXACT WORDS OF THE CALLER AND THREAT
- DON'T HANG UP THE PHONE. LEAVE LINE OPEN
- NOTIFY A SUPERVISOR

TRY TO KEEP THE CALLER ON THE PHONE AND TALKING BY ASKING THE FOLLOWING QUESTIONS:

1. WHEN WILL IT EXPLODE? AT WHAT TIME? _____
2. WHERE IS IT LOCATED? WHAT FLOOR? ROOM? _____
3. WHAT DOES IT LOOK LIKE? _____
4. WHAT KIND OF BOMB IS IT? _____
5. WHAT WILL SET IT OFF? _____
6. WHY ARE YOU DOING THIS? _____
7. WHO ARE YOU? _____
8. ARE YOU AWARE THAT IT COULD KILL OR INJURE INNOCENT PEOPLE IN ADDITION TO THOSE YOU INTEND TO HURT? _____

DESCRIPTION OF CALLER (check all that apply)

Sex: Male Female Unknown Approximate Age


Voice	Speech	Language	Behavior	Background Noises
<input type="checkbox"/> Clean	<input type="checkbox"/> Accented	<input type="checkbox"/> Educated	<input type="checkbox"/> Agitated	<input type="checkbox"/> Airport
<input type="checkbox"/> Distorted	<input type="checkbox"/> Deliberate	<input type="checkbox"/> Foreign	<input type="checkbox"/> Angry	<input type="checkbox"/> Animals
<input type="checkbox"/> Loud	<input type="checkbox"/> Distinct	<input type="checkbox"/> Foul	<input type="checkbox"/> Blaming	<input type="checkbox"/> Baby
<input type="checkbox"/> Muffled	<input type="checkbox"/> Fast	<input type="checkbox"/> Intelligent	<input type="checkbox"/> Calm	<input type="checkbox"/> Birds
<input type="checkbox"/> Nasal	<input type="checkbox"/> Hesitant	<input type="checkbox"/> Irrational	<input type="checkbox"/> Fearful	<input type="checkbox"/> General Noise
<input type="checkbox"/> Pitch-High	<input type="checkbox"/> Lisp	<input type="checkbox"/> Rational	<input type="checkbox"/> Laughing	<input type="checkbox"/> Guns Firing
<input type="checkbox"/> Pitch-Med	<input type="checkbox"/> Slow	<input type="checkbox"/> Slang	<input type="checkbox"/> Nervous	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Pitch-Low	<input type="checkbox"/> Slurred	<input type="checkbox"/> Uneducated	<input type="checkbox"/> Righteous	<input type="checkbox"/> Machinery
<input type="checkbox"/> Pleasant	<input type="checkbox"/> Stuttered	<input type="checkbox"/> Unintelligible	<input type="checkbox"/> Other:	<input type="checkbox"/> Music
<input type="checkbox"/> Raspy	<input type="checkbox"/> If Accented,	<input type="checkbox"/> If Foreign,		<input type="checkbox"/> Party
<input type="checkbox"/> Smooth	Describe:	Describe:		<input type="checkbox"/> Quiet
<input type="checkbox"/> Soft				<input type="checkbox"/> Restaurant
<input type="checkbox"/> Squeaky				<input type="checkbox"/> Talking
<input type="checkbox"/> Unclear				<input type="checkbox"/> Tavern/Bar
<input type="checkbox"/> Other				<input type="checkbox"/> Television
				<input type="checkbox"/> Traffic
				<input type="checkbox"/> Train
				<input type="checkbox"/> Typing
				<input type="checkbox"/> Water/Wind
				<input type="checkbox"/> Other:

Name of Person Receiving Call: _____

Phone Number Threat Was Received On: _____

Name of Possible Suspect: _____

POLICE 911 (Emergency) 353-8550 (Non-Emergency)

	Huron School District #2-2	CODE: EBCB FIRE DRILLS
	Policies and Regulations	


Fire Drills

A fire drill will be held in each school building twice each semester, or a minimum of four fire drills each school year. The majority of these drills may be held during the months of September, October, April, and May, in order to take advantage of the weather.

Definite instructions will be furnished by the principal to teachers and students as to route and manner of exit during fire drills. Special instruction in fire drill procedure will be given to students the first week of school, and the first fire drill of the school year must be held during the first two weeks of school.

Fire drills will be held without warning and will be varied in procedure to give the students the experience of varying fire possibilities. Order rather than speed will be stressed in fire drills.

Every teacher will be familiar with the location of fire extinguishers in the building and will be informed regarding the location and operation of fire alarms. Principals will keep a record of all fire drills held in their schools, stating the date the drill was held and the time required for evacuation of the building. These reports will be furnished to the Superintendent as may from time to time be required.

	Huron School District #2-2	CODE: EBCC EMERGENCY LOCKDOWNS
	Policies and Regulations	

Emergency Lockdowns

In some emergency situations, an evacuation of a building and/or classroom is not advisable. These include a hostile intruder, hazardous material release, terrorist attack or criminal activity near the school.

General emergency lockdown procedures are as follows:

COMMUNICATION

An emergency lockdown will be announced by intercom or other voice communication.

If a situation that may require an emergency lockdown is discovered, the individual making the discovery shall immediately contact police/security and provide as much information as possible.


Fire evacuation alarms are not to be sounded.

PROCEDURES

1. Lock classroom and other doors.
2. Close windows and window treatments.
3. Turn off the lights.
4. Everyone is to remain quiet and not enter hallways.
5. Should the fire alarm sound, do not evacuate the building unless:
 - a) You have first hand knowledge that there is a fire in the building, or
 - b) You have been advised by police/security to evacuate the building.
6. Move students out of sight from doors and windows.
7. Students in hallways are to seek shelter in the nearest classroom.
8. Students in outdoor areas should immediately take cover. Return to the gym if is safe to do so. If the threat is outdoors on campus grounds, all outdoor activities should be cancelled.

DRILLS

Lockdowns drills will take place periodically.

	Huron School District #2-2	CODE: EBCD EMERGENCY CLOSINGS
	Policies and Regulations	

Emergency Closings

The Superintendent may close the district schools or dismiss them early when hazardous weather or other emergencies threaten the health or safety of students and personnel. The Superintendent may delegate this authority to another staff member in the event of his/her absence.

Schools will not be closed merely to avoid inconvenience. However, the Superintendent may excuse all students from attending school, delay the opening hour, or dismiss students early. The Superintendent also has the responsibility to see that administrative, supervisory, and operational activity is continued to the extent possible. Therefore, if conditions affect only a single school, only that school will be closed.


In making the decision to close schools, the Superintendent will consider many factors, including the following principal ones that relate to the safety and health of children:

1. Weather conditions, both existing and predicted.
2. Driving, traffic and parking conditions affecting public and private transportation facilities.
3. Actual occurrence or imminent possibility of any emergency condition that would make the operation of schools difficult or dangerous.
4. Inability of teaching personnel to report for duty, which might result in inadequate supervision of students.

The Superintendent will weigh these factors and take action to close the schools only after consultation with traffic and weather authorities, and local principals.

Students, parents and staff will be informed early in each school year of the procedures that will be used to notify them in case of emergency closing. When schools are closed for emergency reasons, staff members will comply with Board policy in reporting for work.


If school is in operation and the buses do not operate in the rural area, teachers and administrators should realize that rural students are absent, not because of their choosing, and school work and related activities should be governed by this knowledge. If there are any concerns about this, teachers should consult with their building principals.

	Huron School District #2-2	CODE: EBCD EMERGENCY CLOSINGS
	Policies and Regulations	

POSTPONEMENTS

Should inclement weather prohibit the operation of the Public Schools for any portion of a school day, all co-curricular activities will be cancelled with the exception of district or state contests (activities). In such situations, the officials responsible for such contests (activities) will decide if the contest (activity) is to take place and participation by students will be based on their decision. In such cases, the school principal will announce whether or not the contest (activity) will take place.

When the school has been closed due to the expectation of inclement weather, and the situation does not result in potentially dangerous travel conditions, the Superintendent or his designee, after consultation with school principals, will have the authority to waive the cancellation of co-curricular activities as described in the above paragraph.

	Huron School District #2-2	CODE: EBD USE OF AED
	Policies and Regulations	

Use of Automated External Defibrillators (AED)

The board recognizes the importance of providing safety equipment and properly trained individuals to treat persons who experience sudden cardiac arrest. The school nurses and designated local physicians shall oversee the purchase of AED equipment and shall review and approve guidelines for emergency use.

The AED may be used by any individual who is currently CPR/AED certified according to the American Heart Association or the American Red Cross standards.

LOCATION:


AED units will be provided by the district and housed in secure and accessible locations at the various district facilities as determined by the superintendent and/or his/her designee. If the AED is moved from its designated position, there will be a visible sign left in the place of the AED which indicates its current location. Contracted and other community activities are not guaranteed access to the AED as part of the standard rental contracts unless specified otherwise.

CERTIFICATION/MAINTENANCE:

The district will encourage, but not mandate, all staff members (coaches included) to obtain and maintain certification in CPR/AED. Each building which houses an AED will have an established, trained response team. An in-service training video will be kept in the nurse's office and in the curriculum office for trained responders to review at any time to provide reinforcement of skills. The district nursing staff will maintain records of staff certification. A designated full-time person in each building will be responsible to maintain equipment in that building.

RESOURCES used to maintain state/national standards:

- SD AED Legislation
- American Red Cross and/or American Heart Association guidelines and training programs
- Trainer immunity and Civil immunity for emergency use of AED
- Infection control procedures for exposure to blood borne pathogens
- Physician oversight of program

	Huron School District #2-2	CODE: ECA BUILDINGS AND GROUNDS SECURITY
	Policies and Regulations	

Buildings and Ground Security

Buildings constitute one of the greatest investments of the school district. It is in the best interest of students and taxpayers to protect that investment adequately.

Security should mean not only maintenance of a secure (locked) building, but also:

1. Minimizing fire hazards.
2. Reducing the probability of faulty equipment.
3. Guarding against the chance of electrical shock.
4. Keeping records and funds in a safe place.
5. Protection against vandalism and burglary.

The Superintendent is directed to establish regulations as may be needed to provide for security in the sense outlined above.

	Huron School District #2-2	CODE: ECA-R BUILDINGS AND GROUNDS SECURITY REGULATION
	Policies and Regulations	

Buildings and Grounds Security Regulations

Regulations for buildings and grounds security:


1. Unlimited access is available to:
 - a. the superintendent
 - b. the board secretary
 - c. the superintendent of building or the head custodian
 - d. the Athletic Director
2. Limited access is available to:
 - a. building principals to their assigned building
 - b. head building custodians to their assigned building
 - c. extracurricular sponsors or supervisors for their area or activity

Possession of keys shall be in accordance with the following regulations:

1. A log of key assignments shall be maintained by the office of the Superintendent or other designated designee.
2. Duplicate keys unassigned shall be maintained in a safe or a secured box.
3. Individuals assigned keys may not duplicate or loan them.
4. All keys must be surrendered when there is no longer a need or upon request of the Superintendent.
5. The loss of a key must be reported to the Superintendent or his/her designee.
6. Use of keys for unauthorized purposes will be cause for surrender of keys and replacement of affected locks.
7. A set of master keys and/or duplicates of keys shall be kept in the custody of the Superintendent or his/her designee.

After hours entry to school buildings shall be controlled in accordance with these rules:

1. The building custodian on duty shall restrict entry to one controlled point.
2. Entry to a school building shall be prohibited when a person authorized as representative for the building is not present.
3. These rules shall be prominently posted on each school building.

	Huron School District #2-2	CODE: ECAA EQUAL ACCESS
	Policies and Regulations	

Equal Access

The School Board hereby establishes a limited open forum during which all non-curriculum related student groups shall have equal access and a fair opportunity to conduct meetings. No group shall be discriminated against or denied access on the basis of the religious, political, philosophical or other content of speech at such meetings. Groups shall not be considered school-sponsored student organizations nor be given all the privileges afforded to school-sponsored organizations.

The time between the hours of 9:00 A.M. and 2:00 P.M. on days during which classes are in session shall be set aside for a limited forum.

ACCESS TO LIMITED OPEN FORUM

Students in grades 7-12 shall be permitted to organize and conduct meetings of non-curriculum related student clubs or other groups to pursue specialized activities outside the classroom. Meetings shall be voluntary and student initiated.

Students may conduct meetings under this policy on school premises only during non-instructional time so that meetings do not interfere with the orderly conduct of the education activities of the school.

Non-curriculum related student groups that desire to conduct meetings during the limited open forum shall make and request, in writing, to the building Principal or administrator in charge, to conduct a meeting during the open forum. The request shall include an estimate of the number of students expected to be in attendance at the meeting, dates, and any special equipment needed. The number of students will be limited to the safe capacity of the room used.

Upon receipt of such a request, the Principal or administrator in charge shall try to find a suitable room for the group and arrange for proper supervision of the meeting by an agent or employee of the school district.

Students meeting during the limited forum shall not engage in any activity that is illegal, dangerous or disruptive to other activities. Failure to abide by this could lead to discipline measures and the denial of access to the group to the limited open forum.

REGULATION OF LIMITED OPEN FORUM

No public funds shall be spent for the benefit of non-curricular related student groups meeting during the limited open forum beyond the cost of providing space for meetings.

Neither the school district nor its agents nor employees shall promote, lead or participate in any meeting except in a supervisory capacity.

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	Huron School District #2-2	CODE: ECAA EQUAL ACCESS
	Policies and Regulations	


No school agent or employee shall be compelled to supervise a meeting of a non-curriculum related student group if the content of the speech at the meeting is contrary to beliefs of the agent or employee.

Non-school persons may attend student meetings, but are not allowed to direct, conduct or control activities of non-curriculum related student groups during the limited open forum.

Non-school persons can be denied access to school district property if their behavior is, or reasonably threatens to be, illegal, dangerous or disruptive to other activities.

Meetings of non-curricular student groups must be scheduled, organized and conducted within the guidelines established by this policy and accompanying regulations

The administration shall adopt additional rules as deemed necessary.

	Huron School District #2-2	CODE: ECAB VANDALISM
	Policies and Regulations	

Vandalism


Buildings and material contents constitute one of the greatest investments of the school district. It is in the best interest of pupils and the taxpayers to protect that investment adequately.

Every citizen, every student, every staff member, and members of the police department are urged by the Board to cooperate in reporting any incidents of vandalism to school property and the name(s) of the person or persons believed to be responsible. Each employee will report to the building administrator every incident of vandalism known to him and, if known, the names of those responsible.

The Superintendent is authorized to sign a criminal complaint and to press charges and may delegate authority to sign such complaints and to press charges.

Any student found guilty of any form of vandalism or defacement of school property will be disciplined in conformance with school district policy.

Parents and students will be made aware of the legal implications involved. Reimbursements will be sought for all or part of any damages.

	Huron School District #2-2	CODE: ECAC VIDEO SURVEILLANCE
	Policies and Regulations	

Video Surveillance

The Board authorizes the use of video surveillance on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, and equipment. The Superintendent will approve appropriate locations for video surveillance.

The Superintendent will notify staff and students through staff and student handbooks or by other means that video surveillance may occur on district property. A notice will also be posted at the main entrance of all school district buildings, and on all buses, indicating the use of video surveillance.

The District may choose to make video recordings a part of a student's educational record or of a staff member's personnel record. The District will comply with all applicable state and federal laws related to record maintenance and retention.

	Huron School District #2-2	CODE: ECB
	Policies and Regulations	BUILDINGS AND GROUNDS MAINTENANCE AND REGULATION

Buildings and Grounds Maintenance and Regulation

The board believes that keeping school buildings and grounds safe is part of its responsibility to provide students, staff and community members with a healthy learning and working environment.

The board strives to provide schools that are safe from hazards, sanitary, properly equipped, lighted and ventilated and esthetically suited to promoting the goals of the schools.

The Buildings and Grounds Director will have direct supervision of the care of the school property. The superintendent will be responsible to the board for its adequate maintenance.


The Buildings and Grounds Director will have responsibility for the school facility and grounds. And will carry on a continuous inspection of all buildings, equipment, playgrounds, outside walkways and grounds to discover conditions that may be dangerous to the safety of students, staff and community members. The Buildings and Grounds Director and principal will supervise the custodial staff of the school in maintaining an adequate program of school care and maintenance.

District employees are encouraged to report promptly to the principal of the school any defects to the building or equipment that could prove injurious to students, staff or other persons.

Principals will carry on a continuous inspection of all buildings, equipment, playgrounds and playground apparatus to discover conditions that might be dangerous to health, safety and comfort of the students or personnel.

Teachers will be responsible for the proper use of buildings, grounds and equipment in the classes that they teach or in the activities for which they are responsible.

Employees will report promptly to the principal of the school or department head any defects in building, furniture, playground apparatus, or other equipment that might prove injurious to the comfort, health, safety of teachers, pupils, or other persons.


	Huron School District #2-2	CODE: ECF ENERGY CONSERVATION
	Policies and Regulations	

Energy Conservation

Declining levels of natural energy resources mandate that the school district develop and implement plans to conserve all forms of energy used in the schools. The need to participate in conserving the nation's energy resources and the economic reality of increased costs of utility services require that an energy conservation program be supported by all school district personnel.

The Board directs the Superintendent to develop and implement both immediate and long-range plans designed to conserve energy resources by the school district.

Progress reports on the implementation of energy conservation measures will be made to the Board at least annually.

	Huron School District #2-2	CODE: EDBA MAINTENANCE AND CONTROL OF INSTRUCTIONAL MATERIALS
	Policies and Regulations	

Maintenance and Control of Instructional Materials

All instructional materials and equipment of the district will be classified and catalogued according to an acceptable system. Textbooks will be made available to all children in sufficient quantity and at appropriate levels so that they are optimally useful to each child, and so that every teacher can meet both the planned curriculum sequence of the district and the special instructional needs of the children.

All textbooks purchased and in the possession of the district will be district property. Principals will be responsible for textbooks assigned to teachers, and for conducting an inventory of all books at the end of the school year.


Each teacher will keep an accurate record of books issued to their pupils. When a textbook is damaged or lost, the pupil responsible will be required to pay for the damage or another copy.

Every book issued will bear the stamp of the district.

All media materials and equipment will be adequately maintained. Obsolete materials and worn-out equipment will be replaced on a regular basis.

LOAN OF TEXTBOOKS TO NONPUBLIC SCHOOLS

In accordance with state law, the Board may approve the loan of nonsectarian textbooks to students enrolled in nonpublic schools in the district.

	Huron School District #2-2	CODE: EEA STUDENT TRANSPORTATION SERVICES
	Policies and Regulations	

Student Transportation Services

The major purpose of school transportation is to get students who live an unreasonable walking distance from school to school and back in an efficient, safe, and economical manner. Other purposes include the provision of transportation for academic field trips in direct support of the curriculum, and transportation for support of the co-curricular program (athletics, music, drama, and the like).


District-owned buses will be provided by the Board for the transport of students to and from school. However, as it is impractical to transport certain special education students by regular bus, they may be transported by other conveyance. The transportation supervisor, working in conjunction with school principals and under the supervision of the Superintendent, will be responsible for the day to day operation of the school transportation system and the scheduling and routing of all buses, bus stops and all regulations of the program.

Vehicles owned by the Board will be operated by authorized school employees or officials who are properly licensed. These employees and officials must meet all state requirements for licensing.

Management of the school transportation program will meet the following criteria:

1. Adequacy: Does the program provide both necessary and sufficient transportation to and from school and for all other school programs?
2. Safety: Does the scheduling and operating of the program take into consideration hazards, potential dangers to pupils, and all appropriate safeguards?
3. Economy: Is the program operated in the most efficient manner possible after considering the constraints imposed by criteria of adequacy and safety?

Evaluation: The school transportation program will be monitored by the administration or their designees, and subjected to periodic evaluations by them as necessary.

	Huron School District #2-2	CODE: EEAA WALKERS AND RIDERS
	Policies and Regulations	

Walkers and Riders


Transportation may be provided to and from school for elementary school children, (grades K-8) who live within the five-mile radius of the school. Bus service will be provided for students within these boundaries if the Board determines it is economically efficient and is justifiable in terms of student safety. Upon request for transportation by the parents, a school board may charge a fee for students whose residence is less than five miles from school.

Students who reside more than five miles from the school of assignment and who do not have access to the bus service furnished by the district, will be entitled to transportation or board and room allowance in accordance with state law.

The transportation of students with special needs will be in accordance with the specifications of their educational plans and will be arranged by the transportation supervisor.

Exceptions to the established areas may be made by the Board for the following reasons:

1. Where, in the judgment of the Board, walking conditions to the student's school are extremely hazardous.
2. Where because of overcrowding and the necessity to assign students to another building, the Board deems transportation necessary.

	Huron School District #2-2	CODE: EEAC SCHOOL BUS SAFETY PROGRAM
	Policies and Regulations	

School Bus Safety Program

In the operation of the district's transportation program, the first consideration will be given to safety.

All buses except those designed for carrying nine or less passengers, and drivers must meet all federal and state requirements, and the drivers must understand all policies and regulations pertaining to school bus operation. All bus drivers shall receive appropriate training. All vehicles used to transport children will be properly maintained to provide safe and efficient transportation service with a minimum of delays and disruption due to mechanical or equipment failure.

The school Superintendent, with assistance from the transportation supervisor, will have the responsibility for developing safety regulations to be followed by the passengers, including rules of student conduct during transportation and at bus stops. It is absolutely necessary that students riding the school buses conduct themselves in an orderly manner and that all safety regulations are observed.

	Huron School District #2-2	CODE: EEAD SPECIAL USE OF SCHOOL BUSES
	Policies and Regulations	

Special Use of School Buses

Although the regular transportation of students to and from school will always be given first priority, school buses may also be used to take students to and from school-sponsored activities.

Driving regulations, safety rules, and insurance coverage will be the same for special uses as for regular student transportation to and from school. Regular bus drivers will, whenever possible, be given priority in assignments.

The transportation supervisor will work with the appropriate school administrators to establish regulations governing transportation for special district programs.



Huron School District #2-2

Policies and Regulations

CODE: EEADA
USE OF PRIVATE VEHICLES

Use of Private Vehicles

The use of passenger vehicles to transport pupils to and from school sponsored and approved activities will only be permitted after ascertaining that the vehicle is reasonably safe, the driver qualified, and that adequate insurance coverage is in force.

A passenger vehicle is one that is designed to carry at least three, but no more than nine passengers. There must be minimum insurance coverage under South Dakota law, and property damage of at least \$25,000 per accident.

Private vehicles driven by employees while in their official capacity are covered primarily by the employee's insurance and secondarily by the District's automobile liability insurance. The District's coverage is for liability only and does not cover damage to the employee's vehicle.

The driver of each vehicle must be competent, and properly licensed to drive. The vehicle shall be roadworthy.

A responsible adult shall be in control of all trips involving passenger vehicles used for student transportation.



Huron School District #2-2

Policies and Regulations

CODE: EEAE
VEHICLE USE POLICY

Vehicle Use Policy

School vehicles, also known as fleet vehicles, are provided for Huron School District employees when traveling to and attending school district approved activities, training seminars or other approved activity. This also includes the use of the vehicles for Driver's Education training. This policy does not cover the use of school busses.

The fleet vehicles are maintained by and procured from the Huron School District Transportation Department. The following policy guidelines have been placed into effect to promote a consistent and impartial system for the use of the vehicles as well as reduce the potential for liability in the event of an accident.

AUTHORIZED USE OF FLEET VEHICLES

Only Huron School District employees or officially approved volunteers may operate the fleet vehicle.

School-owned vehicles are to be used for official school travel by employees, boards and authorized volunteers.


The vehicles shall not be used for commuting to and from an employee's workplace and residence unless otherwise requested by the respective department administrator and approved by the Business Manager.

School employees using school-owned vehicles are not permitted to transport family, friends, non-school business commuters or animals except for "service animals", unless approved by the Superintendent of Schools on a case by case basis.

The employee/volunteer must possess a valid South Dakota driver's license and be at least 18 years of age. No student (except those under the direction of a Driver's Education Instructor) or other non-school employee or unapproved volunteer may operate the vehicle. In the event that an approved school district employee or volunteer becomes unable to safely operate the vehicle due to illness or other unforeseen reason while driving on the road, a passenger may assume the driving responsibility and move the vehicle to a safe location off the road. Once safely off the roadway immediately call 911 for assistance. Once assistance has been rendered, the passenger should then contact the Transportation Director for further driving instructions.

UNAUTHORIZED USE OF FLEET VEHICLES

Fleet vehicles are not to be used for personal use at any time. Should you need to procure a fleet vehicle prior to your scheduled departure time, the fleet vehicle must remain parked at your residence in a safe location and remain there until such time the vehicle is needed for travel. When at an approved school activity you must always exercise reasonable judgment

	Huron School District #2-2	CODE: EEAE VEHICLE USE POLICY
	Policies and Regulations	

regarding the use of the fleet vehicle.

Misuse of the fleet vehicle may result in the suspension of your privileges to use a fleet vehicle and or other disciplinary action by the school district.

SEAT BELT USE REQUIRED

It is school district policy that seat belts be used at all times, not only by the driver but by all passengers as well. Drivers of a school fleet vehicle are prohibited from overloading and/or overcrowding a vehicle that may result in unsafe operation. It is imperative that you not carry more passengers than the number of occupant safety restraint systems (seatbelts) in the fleet vehicle. Drivers are responsible for wearing and enforcing the use of seatbelts by all occupants or passengers.

CELL PHONE / PERSONAL COMPUTING DEVICE USAGE

The safest way to use any cell phone or personal computing device while driving is to pull over to a safe location and park the fleet vehicle and then talk or use your computing device. Texting or typing, with any device, while driving a school fleet vehicle is strictly prohibited.

MOVING TRAFFIC VIOLATIONS

Any school employee operating a fleet vehicle is expected to obey all traffic laws and regulations. Any school employee receiving a citation while operating a fleet vehicle is responsible for paying the cost of the citation and any other expenses incurred as a result of the citation.


Violations such as parking tickets are also the responsibility of the school employee in charge of the fleet vehicle when such ticket is issued.

ACCIDENTS

In the event of an accident the driver of a school fleet vehicle shall immediately call 911. The driver shall give an assessment of any injuries and the seriousness of the accident.

The driver of the school fleet vehicle should then notify the Bus Garage/Transportation Department and/or the Business Office. The Superintendent will be notified immediately by the Bus Garage/Transportation Department or the Business Office.

The Transportation Director will arrange for another school fleet vehicle to go to the accident site to either continue the route or, if necessary, to transport students to the hospital at the direction of emergency personnel.

	Huron School District #2-2	CODE: EEAE VEHICLE USE POLICY
	Policies and Regulations	

Administrators, or their designee(s), at the scene of the accident will account for all passengers who were riding in the school fleet vehicle.

The Superintendent's Office/Business Office or Principal's Office will notify parents of students' involvement in the accident. If students are transported to the hospital, parents should be notified to report there. The duty may be organized on a shared basis so as to expedite the notification process.

If passengers are transported to the hospital, counselors may be notified to report there. Crisis and emergency response procedures as outlined in school policy may be implemented.

For accidents involving injuries to anyone, the school district will order a drug and alcohol test of the driver as soon as possible. The exception involves driver's education student drivers under the direct supervision of a certified driver's education instructor. If you are found to be under the influence of drugs or alcohol at the time of the accident, regardless of whether you are found at fault or not, your employment with the Huron School District may be recommended for termination to the School Board.

Minor accidents not needing emergency response should be reported immediately to the Transportation Director and handled on a case-by-case basis.

Huron School District fleet vehicles have a current registration and insurance card located in the glove compartment of each vehicle. This information along with your driver's license will need to be presented to any law enforcement officer at the scene of an accident.


When an accident involves another vehicle, try to obtain the following information:

1. Driver's name (and owner's name if different)
2. Address
3. Telephone number
4. Name of insurance company or policy number
5. VIN, vehicle year, make and model
6. Vehicle license plate number

If possible, try to obtain the names, addresses and telephone numbers of any witnesses, including the name and badge number, department name and address of any investigating law enforcement agency.

Identify yourself and show your insurance identification card. Do not discuss any aspect of the schools insurance policy and do not assume blame for the accident. At no time are you permitted to agree to any settlement.

Cooperate with the investigating law enforcement officers. Answer their questions factually and avoid commentary beyond that. Do not insist that a citation be issued the other operator.

	Huron School District #2-2	CODE: EEAE VEHICLE USE POLICY
	Policies and Regulations	

The officer may be trying to decide responsibility for the accident and an overly aggressive attitude on your part may result in a decision against you. In a given situation, the officer may ask if you want a citation issued to the other operator. If so, answer in the affirmative and explain that this is the school district's preference.

If an insurance adjuster or any other representative from the other driver's insurance company contacts you for a statement (either written or recorded), refer that person to the Business Manager.

ALCOHOL AND ILLEGAL DRUGS PROHIBITED


No school employee may use or be under the influence of any alcohol, illegal drugs or abuse of prescription drugs while operating a fleet vehicle. In addition to this, no employee may operate a fleet vehicle for at least four hours after having consumed an alcoholic beverage.

OTHER PROHIDITED ITEMS

School district employees are prohibited from carrying or transporting any hazardous material that may pose a risk to the health and safety of the driver or passengers. These materials may include but are not limited to poisonous gas, tear gas, liquid poison, explosives, radioactive materials and firearms. If you are uncertain if a material can be safely transported in a fleet vehicle contact the Transportation Director for further instructions.

FAILURE TO REPORT

For failing to immediately call and report any accident to the Transportation Director, Business Manager or Superintendent, your employment with the Huron School District may be recommended for termination to the School Board.

	Huron School District #2-2	CODE: EGAA PRINTING AND DUPLICATION SERVICES REPRODUCTION OF COPYRIGHT MATERIALS
	Policies and Regulations	

Printing and Duplication Services Reproduction of Copyright Materials

WORKS PROTECTED BY COPYRIGHT

Copyright protection extends to literacy works, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audiovisual works including television, and sound recording.

Unpublished works by U.S. and foreign authors are protected by the new copyright statute, as are published work by U.S. authors. The published works of foreign authors are subject to copyright under certain conditions, including coverage under national treaties such as the Universal Copyright Convention.

U.S. government works are excluded. Works produced for the U.S. government by its officers and employees are not subject to copyright.


DISTRICT PROCEDURE

Copyright materials, be they print or non-print and including computer software, will not be duplicated unless such reproduction meets "fair use" standards or unless written permission from the copyright holder has been received.

The Board does not sanction illegal duplication in any form. Employees who willfully disregard the Districts' copyright position are in violation of Board policy and the law and assume all liability and responsibility related thereto.

Guidelines shall be developed and made available to all employees of the district to insure the fair use of copyright work.

The principal of each school site is responsible for establishing practices, which will enforce this policy.

	Huron School District #2-2	CODE: EI INSURANCE MANAGEMENT
	Policies and Regulations	

Insurance Management

The Board has the responsibility to maintain an adequate and comprehensive insurance program to protect the property and equipment under its control and individuals discharging responsibilities for the school district. It will seek adequate appropriations for such coverage. The Board may also authorize and participate in an insurance program for staff members and students.

The responsibility for overseeing the district's total insurance program will be delegated to the Superintendent. The Superintendent will prepare for review and approval by the Board, specifications for insurance coverage of various types so that the insurance may be placed by competitive quotations. Any modification of these specifications, which may be considered necessary because of changes in the law or substantial changes in the school district's exposure values, will be brought before the Board for its consideration and action



South Dakota High School Activities Association
P.O. Box 1217 ♦ Pierre, SD 57501
Phone (605) 224-9261 FAX: (605) 224-9262

SCHOOL BOARD RESOLUTION

Authorizing Membership in the South Dakota High School Activities Association

By resolution, the School Board of:

Huron School District #02-2
(Name of School District or School)

has authorized membership in the South Dakota High School Activities Association for the high school(s) under its jurisdiction as hereinafter listed:

Huron High School

This is to be for the period which begins July 1, 2025 and ends on June, 30, 2026 with the supervision, control, and regulation of any and all high school interscholastic activities being delegated to said Association.

In addition, the above-mentioned School Board has ratified the Constitution, By-Laws, and rules of the South Dakota High School Activities Association as of July 1, 2025 and agrees to conduct its activities programs within the framework of these instruments.

Date of Resolution

President of Board

Superintendent of Schools

Due By:

July 15, 2025