

Mission: *To develop lifelong learners through effective teaching in a safe and caring environment.*
Vision: *Educational excellence for every child – setting the standard others aim for.*

AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
October 26, 2015
5:30 p.m.

PLEASE NOTE: The Board of Education Special Meeting will go into Executive Session for discussion with legal counsel.

The meeting will be called to order and roll call will be taken at 5:30 p.m. with Executive Session starting immediately after. The Board Meeting will start with the Pledge of Allegiance at 5:50 p.m.

1. **Call to Order / Roll Call (5:30 p.m.)**
2. **EXECUTIVE SESSION**
1-25-2 Executive or closed meetings may be held for the sole purpose of:
(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.
3. **Pledge of Allegiance (5:50 p.m.)**
4. **Adoption of the agenda**
5. **Dates to Remember**

| | |
|------------------|---|
| October 26 | Board Meeting 5:30 P.M. – IPC |
| November 4 | Early Release – In-Service |
| November 9 | Board Meeting 5:30 P. M. - IPC |
| November 9 & 10 | 2 nd /3 rd Grade Parent/Teacher Conferences 3:30 – 6:45 |
| November 11 | Veteran’s Day Holiday – No School |
| November 12 & 16 | HMS Parent/Teacher Conferences 4:00 – 7:15 |
| November 17 & 19 | 4 th /5 th Grade Parent Teacher Conferences 3:30 – 6:45 |
| November 23 | Board Meeting 5:30 P.M. – IPC |
| November 23 & 24 | Kndg/1 st Grade Parent/Teacher Conferences 3:30 – 6:45 |
| November 25 | Early Release – Holiday Travel |
| November 26 & 27 | Thanksgiving Vacation – No School |
| December 2 | Early Release – In-service |
| December 7 | HHS Parent/Teacher Conferences 5:30-8:45 |
| December 14 | Board Meeting 5:30 P.M. - IPC |
| December 23 | Early Release – Holiday Travel |
| December 24-31 | Christmas Break – No School |
6. **Community Input on Items Not on the Agenda**
7. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

 - a) **Board Approval of New Hires**
As was mentioned previously, classified personnel and substitute teachers/classroom aides must be approved in order to be covered by our workers’ compensation plan.
 - 1) Shanna Davids / TAP Program / Substitute Classroom Leader / \$16.22 per hr
 - 2) Maria Cabezas / TAP Program / Substitute Classroom Leader / \$16.22 per hr

- 3) Chelsea Blanchette / TAP Program / Substitute Classroom Leader / \$16.22 per hr
- 4) Rhonda Ransom / TAP Program / Substitute Classroom Leader / \$16.22 per hr
- 5) Pamela Hegg / Substitute Teacher / \$100 per day

b) Contracts for Board Approval

- 1) Andrea Olson / .41% of Full Contract – Title 1 Teacher-JV & HT /\$12, 353.00

c) Resignations for Board Approval

- 1) Peggy Merryfield / TAP Program / (Verbal Notice Only)
(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he may do so.)

d) Surplus Items for Fall 2015 Auction to be Held at Jefferson

List of Items Attached to be Declared Surplus Property

8. REPORT FROM KOCH HAZARD ARCHITECTS - Jeff Hazard

9. CELEBRATE SUCCESSES IN THE DISTRICT:

CONGRATULATIONS:

- Cheer/Dance Teams – 3rd in Cheer and 3rd in Dance at the ESD Cheer/Dance Meet
- HHS Marching Band – The marching band quietly wrapped up their most successful season in years this past Saturday. The band placed 6th out of 22 bands at the USBands Quad-State Field Marching Festival in Vermillion. They were .8 away from placing 4th overall.
- Heidi Holforty – Honored as a finalist for SD Teacher of the Year
- Mr. Ethan Moo (Karen Interpreter) for attaining his US Citizenship
- Courtney Ehlke (ESL Teacher @ Washington 4th/5th Gr Center) & Cody – Proud parents of baby boy “Hendrix.”

THANK YOU TO:



10. REPORTS TO THE BOARD

a) Classified Employee of the Month

Ann Fenske, Huron Middle School Office Secretary, has been selected as Classified Employee of the Month for October 2015. Nomination comments are included in this packet. Congratulations Ann!

b) GOOD NEWS:

- Title - Kari Hinker

c) Business Manager's Report

d) Superintendent's Report

- Introduce Section J –Process Started with Administration

11. OLD BUSINESS

a) Take Action on Plan for Sale/Disposal of Jefferson Property

12. NEW BUSINESS

a) ASBSD Legislative Resolutions (DRAFT)

b) ASBSD Standing Positions (DRAFT)

c) Licensed Use Agreement for the South Dakota State Fairgrounds/Release and Waiver of Liability Agreement

Munce Math Night, October 29, 2015

13. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: 10-8-2015

Applicant Information

Applicant Name: Shanna Davids

Address: 480 Jersey Ave NE , Huron, SD 57350

Phone: 605-351-0587

Education: South Dakota State University

Experience: NA (high school guidance counselor)

References: Demi Moon

Reason for New Hire

New Position:

Replacement:

Position Information

Department: Tiger After-School Program

Position: Substitute Classroom Leader at various sites

Supervisor: Gay Pickner

- **Responsibilities:** Classroom leader will assist in delivering 30-90 minutes of reading, math, and science instruction daily using the adopted curriculum. Leaders will maintain records to assist with evaluating the effectiveness of the TAP.

Hours: 3:30-5:30 (days/hours will vary)

Hiring Information

Wages: \$16.22

Classification:

Wage Justification:

Start Date:

Requested by: Gay Pickner

(Administrator)

**Huron School District
New Hire Justification**

Date: 10-8-2015

Applicant Information

Applicant Name: Maria Cabezas

Address: 1250 Dakota Ave S, Huron, SD 57350

Phone: 605-350.9427

Education: High School

Experience: para at High School

References: Demi Moon

Reason for New Hire

New Position:

Replacement:

Position Information

Department: Tiger After-School Program

Position: Substitute Classroom Leader at various sites

Supervisor: Gay Pickner

- **Responsibilities:** Classroom leader will assist in delivering 30-90 minutes of reading, math, and science instruction daily using the adopted curriculum. Leaders will maintain records to assist with evaluating the effectiveness of the TAP.

Hours: 3:30-5:30 (days/hours will vary)

Hiring Information

Wages: \$16.22

Classification:

Wage Justification:

Start Date:

Requested by: Gay Pickner

(Administrator)

**Huron School District
New Hire Justification**

Date: 10-8-2015

Applicant Information

Applicant Name: Chelsea Blanchette
Address: 201069 403rd Ave; Huron, SD
Phone: 507-829-1918
Education: Associates Degree in Child Development, Watertown
Experience: ESL para
References: Brenda Mann, Deanna Drake, Jackie Abel

Reason for New Hire

New Position:

Replacement:

Position Information

Department: Tiger After-School Program

Position: Substitute Classroom Leader at various sites

Supervisor: Gay Pickner

- **Responsibilities:** Classroom leader will assist in delivering 30-90 minutes of reading, math, and science instruction daily using the adopted curriculum. Leaders will maintain records to assist with evaluating the effectiveness of the TAP.

Hours: 3:30-5:30 (days/hours will vary)

Hiring Information

Wages: \$16.22

Classification:

Wage Justification:

Start Date:

Requested by: Gay Pickner

(Administrator)

**Huron School District
New Hire Justification**

Date: 10/20/15

Applicant Information

Applicant Name: Rhonda Ransom

Address: 1430 3rd St; Huron, SD

Phone: 605-350-2431

Education: CNA

Experience: Worked as a child care provider and CNA

References: Jeff Nelson and Angie Thorness

Reason for New Hire

New Position: NA

Replacement:

Position Information

Department: Tiger After-School Program

Position: Substitute Classroom Leader at various sites

Supervisor: Gay Pickner

- **Responsibilities:** Classroom leader will assist in delivering 30-90 minutes of reading, math, and science instruction daily using the adopted curriculum. Leaders will maintain records to assist with evaluating the effectiveness of the TAP.

Hours: 3:30-5:30 (days/hours will vary)

Hiring Information

Wages: \$16.22

Classification:

Wage Justification:

Start Date: 10/27/2015

Requested by: Gay Pickner

(Administrator)

TEACHER'S CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Andrea Olson

October 19, 2015

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 \$ **12353** 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 10/19/2015 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.

It is further contracted and agreed that your failure to complete the term of teaching 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 between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. 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. Teachers 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 teacher and the Board of Education.

BA
Hired 2015-16 BA/3 yrs exp/(\$36,609);

Full time salary / 180.5 contract days = \$202.82 full time daily rate
5.25 hrs per day / 7.5 hrs full time day = 70 % of full time day
\$202.82 full time daily rate x 70% of full day = \$141.98 contracted daily rate
\$141.98 contracted daily rate x 87 contract days = \$12,353 contract
This contract represents 41% of full time contract .

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By
Chairman of School District Board

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 teaching 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."

Witness my hand this 21st day of Oct 2015

Witness: Dolly Venables

Sign here: Ao
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Andrea Olson
Present Address 1492 N Frontier Dr
Position Applied For Title 1 Teacher

2. Preparation and Certification:

| | <u>Name of School</u> | <u>Year/Degree</u> |
|--------------------|--------------------------------|--------------------|
| College: BS Degree | <u>Dakota State University</u> | <u>2006 / BS</u> |
| MA Degree | _____ | _____ |
| Other | _____ | _____ |

3. Teaching Experience - (list the last two positions)

| <u>Name of School</u> | <u>How Long/Years</u> | <u>Grades/Subjects</u> |
|-------------------------------|----------------------------|-------------------------------------|
| <u>Togiak School - Alaska</u> | <u>3 years – 2007-2010</u> | <u>5th Grade Teacher</u> |

4. **Base Salary:** \$ 12353 **Teaching Assignment:** Title 1 Teacher .41% of a full time
Extra Duty: _____ Ex Duty Assignment _____
Total Salary: \$ 12353

Hired 2015-16 w/BS – 3 yrs teaching experience

Surplus items for Fall 2015 Auction

10 Metal folding chairs
Various sizes and quantities of cork bulletin boards
Room dividers
Various sizes of white boards
Older wall mounted drinking fountains
Numerous old wooden shelves from library
Various sizes of wooden cabinets
Marching band hats and uniforms
Old record player
Chalk board on wheels
Coat racks
Clocks 24v
Small dorm refrigerator
2 refrigerators
Dish racks
Wire racks
Witco commercial food warmer
5' stainless steel table
5 drawer metal filing cabinets
2 door metal filing cabinets
Large copying machines
Old aquariums
(2) 9X7 insulated garage doors with hardware
Old metal lockers
Small round trampoline
Camera tri-pod
Corner desk
Old wooden chairs
Used garbage can

Vehicles:

2000 Dodge Stratus 4-door SE Current Mileage: 73,030 VIN: 1B3EJ46C8YN213161

2.0 liter, 4 cylinder, multi port injection. Good condition, small dent in left rear quarter panel. Good tires. Well maintained.

Classified Employee of the Month

| | |
|----------|----------------------------|
| Name | <u>Ann Fenske</u> |
| Position | <u>MS Office Secretary</u> |
| Date | <u>October 13, 2015</u> |

Ann Fenske is always smiling and laughing no matter how busy. She is ready to tackle the next project(s) even while still totally submerged in the first one. She just digs in and gets the job(s) done no matter what.

She is interrupted multiple times a day and has to change her direction on a moment's notice. Ann is fine with all of life's little challenges that try consistently to tear her away from what she is currently working on. Think...grace under pressure...you now have Ann.

She treats *everyone* as though they should come first and with upmost respect...students, staff, parents, grandparents, and principals. She makes time for all of the important things plus many other maybe not so important things that come up each day in a Middle School office. Each of these things is very important however to the person Ann is helping.

Ann matters in the Middle School; it doesn't take long for anyone to learn if you need something in the Middle School building it is probably Ann you go to for help.

Ann is always cheerful and upbeat with everyone that she comes in contact with. She is willing to go the extra mile for staff, students, and parents.



ASBSD Legislative Resolutions (DRAFT)

Revised 8/5/2015

OVERVIEW

ASBSD Resolutions are policy statements adopted by the ASBSD membership that guide your Association's advocacy efforts at the state and federal levels. A subcommittee of the ASBSD Board of Directors – called the ASBSD Policy and Resolutions Committee – develops draft policy statements for consideration by the full membership at the ASBSD Delegate Assembly.

A. Achievement and Equity

1. PRE-KINDERGARTEN STANDARDS

RESOLUTION

ASBSD supports the development and adoption of statewide content and accreditation standards for voluntary pre-kindergarten education programs.

RATIONALE

Pre-kindergarten is defined as any public education program for children under age 5. Research points to clear short and long-term benefits of pre-k programs. It's widely accepted that early experiences form vital connections in a child's brain and influence how a child learns and develops throughout life. According to research, quality pre-k programs reduce the number of students in need of special education services and the number of students that have to repeat grades. Research has also documented long-term efficiency of pre-school programs through a reduction in the juvenile crime rate and lessening later reliance on public assistance programs.

ADOPTED: 2008

REVISED: 2015

2. PROFESSIONAL DEVELOPMENT

RESOLUTION

ASBSD supports full funding for state mandated professional development.

RATIONALE

ASBSD supports professional development for teachers and administrators. Because of state mandates for new innovations, we believe state funding to train professionals is essential.

ADOPTED: 2008

REVISED: 2012

A. Achievement and Equity

3. COMPULSORY SCHOOL ATTENDANCE

RESOLUTION

ASBSD supports compulsory attendance in public school to age 18 or until a student graduates.

RATIONALE

In today's global economy, every South Dakota student deserves the lasting benefits of a high school diploma. Maintaining compulsory attendance age until 18 will make public school policy mirror BIE policy, minimizing the potential for students to transfer to public school in order to drop-out of high school.

ADOPTED: 2008

REVISED:

4. COMMON CORE ACADEMIC STANDARDS AND STATE ASSESSMENT EXAMS

RESOLUTION

ASBSD supports common core academic standards with sufficient financial resources and professional development for school staff, to facilitate implementation of the standards and the full participation of students in state assessment exams.

RATIONALE

Common core standards establish important benchmarks to help students succeed in a global economy and a technologically advanced society. The new standards were created in 2009 in a joint effort of the National Governor's Association and the Council of Chief State School Officers to increase rigor and academic expectations for students in Language Arts and Math and thus a stronger U.S workforce. Common Core standards are recognized as South Dakota state standards in Language Arts and Math, however implementation of the standards (how to teach them) is still a matter of local decisions. Common standards may save the state money on assessments and other fixed costs associated with our modern system of standards-based education. Most importantly, the establishment of common math and language arts standards across the nation would mean all teachers are attempting to move students toward the same goal – a fact that will likely contribute to greater innovation in best practices and increased collaboration. Full participation allows for accurate measurement of student achievement success of Common Core Standards.

ADOPTED: 2010

REVISED: 2015

5. EXTRA AND CO-CURRICULAR ACTIVITIES – FREE PARTICIPATION

RESOLUTION

ASBSD supports extra and co-curricular activities as an important component of South Dakota's system of public education and opposes legislation that will in any way establish fees for participation in extra and co-curricular offerings.

RATIONALE

The South Dakota Constitution guarantees a free public education to all students. Extra-curricular and co-curricular activities, though not always offered for academic credit, are a valuable part of a child's education and should remain free to all public school students.

ADOPTED: 2010

REVISED: 2014

A. Achievement and Equity

6. SCHOOL EMPLOYEE COMPENSATION

RESOLUTION

ASBSD supports a long-term commitment with the legislature to enhance the ability to attract, recruit employ and retain quality personnel in South Dakota public schools.

RATIONALE

~~South Dakota is ranked 50th in the nation in average teacher salary.~~ Our schools are losing quality employees to different careers and /or not receiving quality applicants for open positions because of low salary options. ~~Legislators have heard the concerns and must commit financial resources to improve salaries.~~

ADOPTED: 2013

REVISED: 2015

B. Local Governance

1. STUDENTS RECEIVING PUBLIC SCHOOL EXEMPTION

RESOLUTION

ASBSD supports the development of state guidelines for evaluating the academic progress of students receiving a public school exemption and the establishment of effective state regulations to ensure exempted students receive a high quality education.

RATIONALE

School boards and the Department of Education are responsible for the education of students receiving public school exemption instruction. State guidelines and regulations would provide school boards with criteria to determine if revocation of an application is warranted.

ADOPTED: 2008

REVISED: 2014

2. TECHNICAL INSTITUTE GOVERNANCE (recommend delete)

RESOLUTION

~~ASBSD supports local governance of the state's technical institutes.~~

RATIONALE

~~The state's four technical institutes continue to perform well under the governance of locally elected school boards, providing students with post-secondary instruction and playing an important role in workforce development. Preserving local control would allow these institutions a continued local and regional focus that would erode if governance was shifted to the state level.~~

~~ADOPTED: 2008~~

~~REVISED:~~

3. SCHOOL FINANCES

RESOLUTION

ASBSD supports local governance in the management of district funds.

RATIONALE:

Control of school finances should rest with the local school board within the district.

ADOPTED: 2009

REVISED: 2012

B. Local Governance

4. EMPLOYEE HEALTH INSURANCE PLANS (recommend delete)

RESOLUTION

ASBSD supports health insurance options that allow local school boards to choose from a range of competitive options and opposes mandates requiring all schools to participate in a single health insurance plan.

RATIONALE

The concept of mandatory, one-size-fits-all health insurance options run contrary to the tenets of local control. While the mandatory programs may save some districts money, it could drive up health insurance costs for districts that have implemented cost-saving plan alternatives or wellness programs. Local school boards should be free to choose health benefit plans based on local circumstances and should not be forced to turn over control of all benefit-related decisions to a distant third-party.

ADOPTED: 2010

REVISED:

5. CHARTER SCHOOLS

RESOLUTION

ASBSD opposes any new legislation that creates charter schools expansion beyond what is currently authorized in statute, which permits Pilot Charter Schools for American Indian Students.

RATIONALE

Any expansion beyond what is currently allowed in state statute has the potential to introduce charter schools that could take public school funding from current schools, receive waivers from state standards of accreditation and teacher certification, be elective in the students who may enroll, and be detrimental to local public schools.

ADOPTED: 2012

REVISED: 2015

6. MARKET-BASED PAY RESOURCES (recommend delete)

RESOLUTION

ASBSD supports the right of school boards to utilize market-based pay resources—such as a signing bonus, moving expense, college loan payment or other market-based resources—to attract and retain teachers for their school district.

RATIONALE

Allowing school boards to offer market-based pay resources provides them a variety of options to attract and retain teachers for their district, which will help provide stability to the teaching staff and ensure students continue to receive a high-quality education.

ADOPTED: 2014

REVISED:

B7. PUBLIC FUNDING FOR NON-PUBLIC EDUCATION (new resolution)

RESOLUTION

ASBSD opposes any new legislation that diverts public dollars to fund non-public education in any manner.

RATIONALE

Legislation that diverts public dollars to non-public schools would be detrimental to the public education system.

ADOPTED: 2015

C. School Finance

1. SCHOOL FUNDING

RESOLUTION

ASBSD supports funding appropriated by the State that meets expectations established in statute, administrative rule, ~~and~~ accreditation standards and the South Dakota Constitution.

RATIONALE

While ASBSD embraces accountability standards, new requirements are increasing the demand on school budgets and continue to stretch the capacity of our current public school systems to meet the changing needs of every student.

ADOPTED: 2008

REVISED: 2015

~~2. INDEX FACTOR~~ (recommend delete)

~~RESOLUTION~~

~~ASBSD supports legislation to provide South Dakota's public schools with the statutorily required per-student funding.~~

~~RATIONALE~~

~~The current funding formula provides a minimum base of funding to schools through the per student allocation. A formula provides school boards with a predictable basis for budgetary planning.~~

~~ADOPTED:~~ 2010

~~REVISED:~~ 2012

3. EDUCATION SERVICE AGENCIES

RESOLUTION

ASBSD supports the reinstatement of full funding for Educational Service Agencies.

RATIONALE

The Education Service Agencies have provided valuable services and resources for public schools in South Dakota. ~~The recent Previous years' budget~~ cuts by the legislation have negatively impacted services provided by ESAs to schools. ~~Their full funding needs to be reinstated for them to continue to be a valuable resource.~~

ADOPTED: 2009

REVISED: 2015

4. CONSISTENT SPARSITY FUNDING

RESOLUTION

ASBSD supports consistent district-level funding provided by the state for sparse school districts as defined in SDCL 13-13-78.

RATIONALE

The state's sparse funding has provided much needed resources to the state's smallest and most rural schools. However, since the funding has been instituted, the amount of funding delivered to districts has declined and has been threatened for repeal. Given that sparsity funding amounts to more than 10 percent of the operating budget in some rural districts, the state's smallest most geographically isolated districts deserve consistent state supplemental funding.

ADOPTED: 2009

REVISED: 2014

C. School Finance

5. USE OF CAPITAL OUTLAY FUNDS

RESOLUTION

ASBSD supports the provisions in law that allow school districts to use capital outlay funds to pay for some insurance, energy and transportation costs.

RATIONALE

The flexibility extended in 2013, which will expire on June 30, 2018, is consistent with the purposes of capital outlay, allows for local control over locally generated funds, and frees up much-needed general fund resources.

ADOPTED: 2010

REVISED: 2014

6. OTHER REVENUE

RESOLUTION

ASBSD supports current state law that allows "other revenue" to be used exclusively by the school district in which the revenue is generated.

RATIONALE

Other sources of revenue in the general fund include: gross receipts taxes, county apportionment, fees, bank franchise tax, mobile home taxes, PILT Funds, etc. These general fund revenues are above and beyond the per-pupil amount per student allocation established by the Legislature and any attempt to redistribute or equalize other revenue will cause instability, and in some cases would create a severe hardship on a local district. Furthermore, any attempt made to shift other sources of general fund revenue into the state aid formula would reduce the school district's general fund revenue.

ADOPTED: 2009

REVISED: 2012

7. CAPITAL OUTLAY FLEXIBILITY REDUCTION-GROWTH LIMITATIONS

RESOLUTION

ASBSD opposes gradual reduction of the percentage of capital outlay dollars a district can use to supplement its general fund, as granted by law. ASBSD opposes legislation that freezes or limits the growth of Capital Outlay funds.

RATIONALE

The flexibility granted in 2013, which will expire on June 30, 2018, is consistent with the purposes of capital outlay, allows for local control over locally generated funds, and frees up much-needed general fund resources. Local decisions as to the use of capital outlay funds are an important part of school budgets. Property tax concerns related to the levy of capital outlay funds should be handled with the local school board.

ADOPTED: 2013

REVISED: 2015

C. School Finance

8. THREE PERCENT INDEX FACTOR

RESOLUTION

ASBSD supports proposed legislation to provide South Dakota's public schools with the statutorily required per-student funding at a minimum increase of three percent each year, with the possibility for a greater increase to be provided.

RATIONALE

A funding formula change that provides school boards with a minimum guaranteed increase of three percent gives school boards a solid monetary figure to begin budgetary planning before the conclusion of the legislative session, with the possibility for a greater increase to be provided.

ADOPTED: 2013

REVISED: 2014

9. CAPITAL OUTLAY COMPROMISE (recommend delete)

RESOLUTION

~~ASBSD supports an agreement on potential legislation that would freeze capital outlay levies at their 2014 level provided the following provisions may be included in the legislation:~~

- ~~• An added, ongoing increase to the per-student allocation of \$72 per student;~~
- ~~• Set the capital outlay levy base freeze at \$2 per \$1,000 of taxable valuation;~~
- ~~• Allow school districts wishing to levy up to \$2.50 per \$1,000 of taxable valuation the option to hold public hearings to approve capital outlay certificates and not make the decision referable to a public vote;~~
- ~~• Allow school districts wishing to levy between \$2.50-\$3.00 per \$1,000 of taxable valuation the option to seek an opt-out through public vote;~~
- ~~• Allow school districts to utilize unused portions of levies below the spending cap;~~
- ~~• Repeal the capital outlay levy freeze in 2021;~~
- ~~• Permanently establish capital outlay flexibility at 25 percent in 2018 after its gradual reduction over a three-year period, beginning in 2016.~~

RATIONALE

~~Through continued negotiations between education groups, legislators and the governor's office an understanding has been presented that if legislation limiting capital outlay levies were to be introduced the conditions stated within the resolution would be included in the original draft of the bill. The potential bill arose amid claims of a potential tax revolt. Without a compromise, school districts assume the risk of having capital outlay levies frozen—potentially permanently—and receiving no added dollars to the PSA and losing the ability to opt-out of their frozen levy and the permanent flexibility for the capital outlay fund.~~

ADOPTED: 2014

REVISED:

D. Taxation

1. ALTERNATIVE REVENUE SOURCES (new resolution)

RESOLUTION

ASBSD supports legislation of an additional revenue source to state funding of K-12 education dedicated to funding measures to recruit and retain teachers.

RATIONALE

Given the need for additional funding to support education, especially with teacher salaries, an alternative revenue source dedicated to fund South Dakota public schools is essential.

ADOPTED:

E. Personnel

1. CONTINUING CONTRACT

RESOLUTION

ASBSD supports legislation to deny continuing contract rights to teachers who have received two consecutive years of unsatisfactory evaluations.

RATIONALE

ASBSD believes students should have the best teachers in the classroom. Using the state mandated evaluation process, a teacher whose performance is determined to be deficient should lose their continuing contract rights.

ADOPTED: 2008

REVISED: 2013

2. HUMAN RESOURCE MANAGEMENT

RESOLUTION

ASBSD supports a local district's ability to develop hiring, evaluation and compensation policies to develop performance and market-based compensation mechanisms that support local efforts to recruit and retain quality staff.

RATIONALE

School boards, administrators and teachers are in the best position to decide whether the school district has the financial resources, personnel, data systems and desire to implement local policy. Districts should have the flexibility to adopt effective hiring, evaluation and compensation policies.

ADOPTED: 2010

REVISED: 2012

F. Unfunded Mandates

1. STATE EDUCATION MANDATES

RESOLUTION

ASBSD supports legislative action to require the State to adopt a fiscal note associated with and providing funding for all new mandates placed on local school districts.

RATIONALE

When state mandates place additional burdens on school boards, funds should be allocated to compensate expenses incurred. Therefore, it should be the policy of the State Department of Education to adopt fiscal notes and request funding from the legislature, prior to the passage of all new mandates placed on local school districts.

ADOPTED: 2008

REVISED: 2012

2. FEDERAL MANDATES

RESOLUTION

ASBSD supports full funding for all federal mandates.

RATIONALE

As federal policymakers enacted laws intended to foster higher levels of school performance and academic achievement, Congress has failed to fund federal programs such as IDEA and ESEA to the levels authorized when they created the programs, causing local school boards to shift local resources to meet the demands of federal education policies.

ADOPTED: 2008

REVISED: 2012

G. Federal Relations

1. ESEA REAUTHORIZATION

RESOLUTION

ASBSD supports a fully funded federal education policy for elementary and secondary education that focuses on improving learning outcomes for every child, provides for public school accountability and gives local school boards flexibility to develop education programs reflective of the local student population and community.

RATIONALE

Unfunded federal policies place a burden on state governments and local school boards, often replacing local priorities with federal mandates.

Strong public school systems are the result of strong local governance and leadership, and districts being held accountable for student performance need the flexibility to implement local initiatives suited to the local district population.

ADOPTED: 2008

REVISED: 2012

2. MEDICAID SERVICE REIMBURSEMENT

RESOLUTION

ASBSD supports the continuation of federal Medicaid Service provided to K-12 for providing health services to Medicaid-eligible students.

RATIONALE

Schools play a key role in identifying eligible children for Medicaid, connecting children to needed services in schools and communities. Medicaid service reimbursement funds help South Dakota districts provide outreach and coordination services that ultimately helps eligible children receive health services in a timely manner.

ADOPTED: 2008

REVISED: 2012

3. PAYMENT IN LIEU OF TAXES (recommend delete)

RESOLUTION

~~ASBSD supports legislation to develop guidelines for disbursements of PILT (payment in lieu of taxes) fund from the county level to the school districts within the counties.~~

RATIONALE

~~South Dakota has 43 counties receiving PILT amounted to \$4.9 million to carry out vital services needed by the counties to include education. Lack of direction from the federal government to the counties have allowed the funds to be kept by the counties and not used for education funding.~~

ADOPTED: 2009

REVISED:

G. Federal Relations

4. SCHOOL NUTRITION

RESOLUTION

ASBSD urges the U.S. Department of Agriculture (USDA) to reexamine Healthy Hunger-Free Kids Act for the National School Lunch and School Breakfast programs.

ASBSD urges flexibility to state and local food service personnel to adjust the nutrition requirements including changes to the calorie maximum, to ensure they are providing school meals that meet the needs of their diverse student body in their communities.

RATIONALE

A one-size-fits-all policy ties the hands of local school lunch providers. According to recent report, the USDA's new regulations have led to hungrier students, wasted food, and increased costs for schools.

ADOPTED: 2010

REVISED: 2014

5. E-RATE

RESOLUTION

ASBSD supports action by Congress and the Federal Communications Commission to strengthen the E-Rate program and improve the quality and speed of Internet connectivity in our nation's K-12 schools.

RATIONALE

The E-rate program, officially called the Schools and Libraries Program Universal Service Fund, provides significant discounts to schools and libraries to help them build technology infrastructure and provide telecommunications and Internet services for students in low-income and rural areas. The program is a vital source of funding to maintain and improve Internet connectivity in K-12 schools. Expansion of the federal E-rate program would improve access to technology for K-12 schools and students.

ADOPTED: 2010

REVISED: 2012



ASBSD Standing Positions (DRAFT)

Revised 8/5/2015

OVERVIEW

Standing positions are broad policy statements that reflect the core beliefs of South Dakota's locally elected school board members. Standing positions provide your school board association with general direction and guidance on a range of education policy issues.

STUDENT ACHIEVEMENT

One of a local school board's core responsibilities is to develop, adopt and oversee policies focused on improving student achievement and eliminating achievement gaps between low achieving students and students performing at or above grade level. Every student, regardless of individual differences, can achieve at high levels when the state, local school boards and communities establish high expectations for students and provide necessary resources and support.

21st century school boards strive to develop instructional policy that provides for multiple paths to knowledge that moves students to develop more critical thinking, collaborative problem solving and self-reliance skills.

As community leaders, school board members focus on providing programs and working collaboratively with other agencies ~~to secure necessary services~~.

Student achievement should be gauged using an accountability system based on multiple assessments that are valid, reliable, defensible, credible and diagnostically meaningful to a variety of stakeholders.

ASBSD urges policymakers at all levels to support programs that promote high skills levels such as digital literacy, innovative thinking, and interactive communication to engage learners leading students to succeed in today's highly competitive, global economy.

Adopted: 2010

Revised: 2015

INDIAN EDUCATION

A range of statistical indicators reveal persistent and dramatic achievement gaps between American Indian students and their peers, depriving a significant portion of South Dakota's children of an equal opportunity to claim a more prosperous personal, social and economic future.

All students can face barriers to learning, but many of South Dakota's American Indian children are surrounded by a concentrated and generationally pervasive poverty that jeopardizes an individual's health, safety and personal belief in the value of education.

ASBSD believes all students can learn and achieve. South Dakota's American Indian students deserve the attention of federal, state, local and tribal leaders who are willing to deliver on the promise of public education. South Dakotans must work toward solutions while embracing the pride, heritage and dignity of American Indian culture.

ASBSD supports South Dakota's recent efforts to make Indian education a priority, including the passage of the Indian Education Act and the creation of an Indian education coordinator within the Department of Education. ASBSD encourages state policies that foster collaboration and establish long-term commitments to improving educational outcomes for American Indian students.

ASBSD believes state aid formula funding needs to address the unique learning challenges of at-risk students to allow local districts to better serve American Indian students by integrating instructional curriculum that focuses on student results.

Adopted: 2010

Revised: 2013

HEALTH & WELLNESS

ASBSD believes that wellness is related to staff and students overall well-being and their readiness to **teach and** learn. A growing body of research links student wellness to positive academic results, affirming the important role school wellness plays in student achievement.

ASBSD believes local school boards should work with community stakeholders in a coordinated approach to promote policies and practices that encourage and enable wellness, including healthy food choices, nutrition education, and regular physical activity.

Comprehensive local policy includes multiple aspects of student/staff well-being, including drug resistance, suicide prevention, violence prevention and all forms of bullying.

ASBSD urges local school boards to adopt policy that promotes healthy lifestyles and student safety, but opposes state mandates, whether funded or unfunded, which would limit the authority of local school districts to design appropriate wellness programs that reflect school and community standards.

Adopted: 2008

Revised: 2015

TECHNOLOGY IN EDUCATION

Technology has an essential and expanding role in our global society. Emerging information and communication technologies will reshape how students learn and how they apply their knowledge, skills and abilities.

ASBSD believes technology is transforming K-12 education. The infrastructure, hardware, software, and platforms are either available or being developed that will change the nature of how we teach our children in profound and far-reaching ways.

ASBSD believes technology is a powerful, important tool for public education to be used in combination with proven [teaching and](#) learning strategies to ensure a high-quality education.

ASBSD supports technology initiatives that are focused on improved student outcomes and that reflect the need for ongoing support and renewal in the ever-changing technological landscape. Digital technology using virtual learning strategies, blended learning, and other cutting edge teaching coupled with quality training, will advance our students in the highly competitive global environment.

South Dakota's public school systems should embrace technology as a catalyst to improve [teaching and](#) learning. School district staff need support, through high-quality, embedded professional development, to integrate technology into their instruction. Technology integration is a critical tool to prepare our students for digital world that is transforming around them.

Adopted: 2012

Revised: 2015

LOCAL GOVERNANCE

School districts are governed by ~~boards that, as~~ elected leaders, [who](#) are responsive and accountable to local citizens. An informed, active citizenry is essential to our democratic and representative form of government.

Local boards, within guidelines established by state law, are vested with authority to make local education decisions. Local board members, as the elected representatives closest to the students, families and communities in which they live, are best positioned to understand student needs and identify effective solutions. A local school board cannot delegate statutory duties and responsibilities. State law must allow governance flexibility to ensure all school boards are positioned to meet the needs of their community and the changing public school environment.

School boards are accountable to students, citizens and staff for: providing education programs; striving for excellence; identifying needs; adopting clearly defined written policies; measuring program success; and interpreting and disseminating information to the public; and setting the school calendar that best fits their district.

School boards function best in a non-partisan, broadly representative, team-spirited manner while putting district needs ahead of partisanship and special interest - be they political, racial, religious, geographic, economic, social, civic or any other form. The board and superintendent, along with other key personnel, serve as a local governance leadership team that works together to effectively and efficiently operate a school district.

ASBSD supports the judgment and integrity of South Dakota school board members and opposes initiatives or legislation that impedes a school board's ability to govern.

Adopted: 2007

Revised: 2015

SCHOOL REORGANIZATION

ASBSD believes school district reorganization, resource sharing and cooperative arrangements are in the best interest of South Dakota's public school students when:

- Educational outcomes, measured in expanded educational opportunities with expectations for improved achievement, is the most important consideration; and
- Geographical issues are considered, including the amount of student travel time and allowing for continued community participation; and
- Reorganization is voluntary – initiated and voted upon by the school board, or by the citizens of the school districts.

Adopted: 2006

Revised: 2014

SCHOOL CHOICE

ASBSD believes South Dakota's public education system, through South Dakota's open enrollment laws, should provide parents and students the choice to attend any of South Dakota's **high-quality** public schools.

ASBSD supports open enrollment laws that work to promote cooperation among public school districts that help meet the educational needs of ALL students and families.

Adopted: 2007

Revised: 2015

OPEN GOVERNMENT AND TRANSPARENCY

As public bodies, school boards operate in a transparent manner that promotes active civic engagement and public discourse. Effective and efficient governance respects the public's right to observe and petition government while operating under the legal framework of state and federal policy. Public school boards, as government entities closest to citizens, provide a wealth of public information, including thorough financial records.

ASBSD believes it is incumbent upon each school board member to have a working knowledge of both open meeting laws and privacy laws.

ASBSD supports state policies allowing school boards the local option to post official minutes and public notices online.

Adopted: 2009

Revised: 2013

SCHOOL FINANCE

South Dakota's public school students deserve a comprehensive school finance system. School finance decisions, whether at the local, state or federal level, should build the capacity of the public education system to expand learning opportunities for students. Policy makers at all levels should fulfill commitments and obligations to public schools before providing financial support to non-public schools.

ASBSD supports a school finance system that:

- Provides ~~adequate, necessary~~ equitable, predictable and timely funding; and
- Provides equal opportunities to all students while addressing South Dakota's diverse student needs; and
- Provides relief for enrollment fluctuations; and
- Provides locally elected school boards the authority and responsibility to prioritize and allocate funding to best meet student needs; and
- Provides ~~s~~ additional funding to meet state and federal expectations.

Adopted: 2007

Revised: 2015

SAFE AND SECURE SCHOOLS

ASBSD believes South Dakota public school students deserve to learn in a safe and secure school environment.

A growing body of research has linked student achievement and behavior, as well as staff morale, to physical building conditions. ~~Because school facilities are important educational tools,~~ Every child deserves a safe, technologically-ready school facility designed for student learning.

ASBSD believes local school boards are responsible for the ~~development~~ adoption of plans to prevent and respond to situations that threaten the safety or well-being of students and staff. School districts are encouraged to work with government agencies, public safety officials and other first-responders to prepare effective emergency response plans.

ASBSD believes local school boards, acting in compliance with federal and state law, must have the authority to enact and implement policies and procedures that maintain safe, orderly schools and create supportive learning cultures.

ASBSD supports current laws designed to keep convicted criminals from employment in schools and illegal drugs and weapons away from school buildings.

ASBSD urges parents, businesses and communities to work with local school boards to provide safe, crime-free schools.

Adopted: 2010

Revised: 2013

INVESTMENT IN EDUCATION

ASBSD believes devoting public funds to elementary and secondary education is an investment in the social and economic future of our children, our communities, our state and our nation.

[ASBSD supports new alternative funding sources dedicated to K-12 public education.](#)

In South Dakota, public schools deliver an outstanding return on investment. The personal and economic benefits of a quality education have a direct and dramatic impact on individuals, families and communities. Investments in the public education system serve multiple ends, but none are more important to the economic future of our country than ensuring every child graduates from high school ready for the postsecondary education or the workplace.

ASBSD believes investing in elementary and secondary education leads to improved student outcomes, particularly when investments strengthen teacher quality, improve access to high quality pre-kindergarten and K-12 programs and provide extended learning opportunities for students at-risk.

ASBSD believes South Dakota's locally elected school boards must be entrusted to allocate new investments in education that empower the state's already strong public schools.

Adopted: 2011

Revised: 2013



SOUTH DAKOTA STATE FAIR PARK

**LICENSED USE AGREEMENT
FOR THE
SOUTH DAKOTA STATE FAIRGROUNDS**

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE

THIS AGREEMENT IS HEREBY made and entered into 13th Day of October, 2015 by and between the **South Dakota State Fair Park, a division of the South Dakota Department of Agriculture, an agency of the State of South Dakota, 890 3rd Street SW, Huron, SD 57350,** (hereinafter "State") and the **Huron School District, 88 3rd St SE, Huron, SD 57350, (605) 353-6990** (hereinafter "Licensee").

The State hereby enters into this Agreement with Licensee in consideration of and pursuant to the terms and conditions set forth below and in the **attached Exhibit A.**

1. The State hereby agrees to allow Licensee to use the **Women's Building (hereinafter called "premises")**, located on the State Fair Grounds, Huron, South Dakota, **for the sole purpose of Math Night**, subject to the following terms and conditions.
2. Licensee may begin to use the premises on the **29th Day of October, 2015, at 3:30 P.M.** Use of the premises under this Agreement shall end on the **29th Day of October, 2015, at 10:00 P.M.** The time and dates of use in this agreement include set up and move in days. The actual event is scheduled for **October 29, 2015. Move in is at 3:30 P.M. Thursday.** A member of the State Fair Park staff will be assigned to assist Licensee with their needs.
3. Licensee agrees to pay the following fees:
Licensee fee in the amount of **\$0.00, plus utilities**
Refundable damage/clean up deposit* in the amount of **\$0.00;**
Fees for use of State Fair equipment and utilities, as set forth in **Appendix A**, are attached hereto and incorporated by reference.

The **TOTAL AMOUNT DUE** under this Agreement is equal to **\$0.00, plus utilities and fees for use of state fair equipment or supplies as stated on the Appendix A.**

(Please make separate check for \$0.00 deposit).

All fees are to be paid at the signing of this Agreement. Fees for use of state fair equipment or supplies as stated on the Appendix A & Utilities will be billed to Licensee following the event.

**Refunds due to the Licensee will be made within 30 days of completion of the event or termination of the contract.*

_____ Licensee Fees Paid
_____ Deposit Paid
_____ Set Up Map (due 2 weeks before event)
_____ **Appendix A** completed
_____ Schedule of events for State Fair Office
_____ State Fair Staff Initials

5. Licensee will be responsible for all set up before the event, unless this blank _____ is initialed by the Fair Manager, in which case set up is provided by the State and included in the price.

The premises will be cleaned by the State prior to use. Licensee is responsible for restoring the premises to the condition in which they were received (except arena grading). If the Licensee fails to restore the premises, restoration will be done by the State, and the Licensee agrees to pay clean up and restoration costs, billed at \$15 per man-hour, plus material costs for repairs and disposal fees for garbage or waste.

6. Licensee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require Licensee to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents or employees.

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

A. Commercial General Liability Insurance:

The Licensee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota state employees as additional insureds if any work is to be performed jointly by the parties pursuant to this agreement.

B. Worker's Compensation Insurance:

The Licensee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Upon signing this Agreement, the Licensee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State.

8. While performing services hereunder, the Licensee is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

9. Licensee agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Licensee or the State to liability. Licensee shall report any such event to the State immediately upon discovery.

Licensee's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Licensee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Licensee to report any event to law enforcement or other entities under the requirements of any applicable law.

10. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event the Licensee breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the State at any time with or without notice.

The Licensee agrees that in the event of a date change or cancellation any expenses including but not limited to deposits and fees that are non-transferable are the sole responsibility of the Licensee. A nonrefundable fee of \$100 will be charged if the event is canceled by the Licensee less than 30 days prior to the event

11. This Agreement depends, in part, upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. This Agreement may not be assigned, and use of the premises may not be transferred to others, without the prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. Licensee will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to use of the premises pursuant to this agreement, and will be solely responsible for obtaining current information on such requirements.

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

15. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Tara Poncelet, South Dakota State Fair Park, 890 3rd St. SW, Huron, South Dakota, 57350**, on behalf of the STATE, and by **Huron School District, 88 3rd St SE, Huron, SD 57350, (605) 353-6990** on behalf of the Licensee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. **PROOF OF AUTHORITY TO SIGN:** If the contracting party is not a natural person, **evidence of authority** granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached hereto** as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement may be used as adequate proof of authority.

In Witness Whereof, the parties signify their agreement by signing below.

STATE FAIR PARK MANAGER

Date

LICENSEE'S SIGNATURE

Date

TITLE: _____

Appendix A
Property User Agreement
Equipment Daily Rental:

| Item | Price Each | Quantity | Days | Amount |
|-----------------------------------|------------|----------|------|--------|
| 8' Picnic Table/day | \$5.00 | | X | \$ |
| 8' Table/day | \$4.00 | | X | \$ |
| 25 TABLES INCLUDED w/rent | | | | |
| Benches/day | \$2.50 | | X | \$ |
| Chairs/day | \$1.00 | | X | \$ |
| 100 CHAIRS INCLUDED w/rent | | | | |
| Bleachers/day | \$15.00 | | X | \$ |
| Camping/day | \$20.00 | | X | \$ |

Additional requirements, specify _____

Further charges will apply for additional pens set up.

Additional requests not listed above will be charged accordingly.

TOTAL AMOUNT DUE: \$ _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

Munce Math Night, October 29, 2015

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above.;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Minor's Name _____ Date of Birth _____

Guardian's Name _____ Date _____

Signature _____

Address _____