

**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 – REGULAR MEETING**  
**Instructional Planning Center/Huron Arena**  
**April 10, 2017**  
**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 11	2 <sup>nd</sup> /3 <sup>rd</sup> Grade Parent/Teacher Conferences 3:30 – 6:45
April 14	Good Friday – No School
April 17	Easter Monday – No School
April 18	2 <sup>nd</sup> /3 <sup>rd</sup> Grade Parent/Teacher Conferences 3:30 – 6:45
April 24	Board of Education Meeting – 5:30 p.m. – IPC
May 3	Early Release
May 8	Board of Education Meeting – 5:30 p.m. – IPC
May 22	Board of Education Meeting – 5:30 p.m. - IPC
May 22	Athletic Awards Program 7:00 p.m. HHS Auditorium
May 24	Baccalaureate 8:00 p.m. Huron Arena
May 25	8 <sup>th</sup> Grade Promotion 7:00 p.m. HHS Auditorium
May 28	Graduation 2:00 p.m. Huron Arena
May 29	Memorial Day – No School
May 31	Last Day of Classes / Early Release <b>(from 5/26<sup>th</sup> to 5/31<sup>st</sup> – 2 snow days)</b>
6. **Community Input on Items Not on the Agenda**
7. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
  - a)
8. **CONSENT AGENDA**

**The superintendent of schools recommends approval of the following:**

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

As was mentioned previously, classified personnel and substitute teachers/classroom aides must be approved in order to be covered by our workers' compensation plan.

    - 1) Donna Frank / Food Service – Baker / \$14.36 per hour
    - 2) Megan Wilson / Head Boys' Soccer Coach / \$4,792 per year
    - 3) TyAnn Buddenhagen / ESL Para-Educator – HHS / \$13.83 per hour
    - 4) TyAnn Buddenhagen / MS Volleyball Coach / \$3,072 per year
    - 5) Myranda Mattke / Head Girls' Soccer Coach / \$4,608 per year
    - 6) Kelby Van Wyk / Fall Sideline Cheer Coach / \$ TBD

e) **Contracts for Board Approval**

- 1) Morgan Barthelman / 1<sup>st</sup> Grade Teacher – Buchanan K-1 Center /\$41,967
- 2) Elizabeth Castillo / ESL Teacher – Buchanan K-1 Center / \$41,967
- 3) Rachel Kary / Librarian/Media Specialist – HHS / \$48,185

f) **Resignations for Board Approval**

- 1) Julie Klein / TAP Classroom Leader / 1 year
- 2) Pat Shoemaker / Special Education Teacher – HMS / 3 years

g) **Classified Request to be Recognized for Negotiations Purposes**

- Custodial and Maintenance Personnel – Dean Hirsch Korn and Dale Shoemaker
- Food Service Personnel – Vicky Davis and Mary Hershman
- Full-Time Personnel – Tonya Whitmore and Linda Eck
- Para-Educators
  - Building Secretaries – Angie Boetel
  - Instructional Aides – Pat VanVleet, Amy Nelson, and Dayna Winter

(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.)

9. **Presentation by Jasmine Snow (Student Rep Board Member)** – “Everything Must Go” - 1<sup>st</sup> Place winning entry of the Jerome Norgren Poetry Contest, High School division.

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

- Middle School students who participated in the Mitchell Oral Interp Competition. They have worked very hard preparing for the competition and their efforts paid off. Results are as follows:  
**Excellent Ratings:** Tanner Cronin (Humorous); Madyson Schroder (Humorous); Jenna Zieres (Humorous); Aubrey Rutledge (Serious); Lah Khu Paw (Serious).  
**Excellent Plus Ratings:** Katie Schoenfelder (Poetry); Rian Krueger (Humorous); Anna Kruse (Serious); Emma Friesen & Jasmine Feild (Duet); Shelby Hershman & Erika Kight (Duet).  
**Superior Rating:** Jena Alford & Bella Hernandez (Duet).  
**Superior Plus Rating:** Asia Bindert & Rian Krueger (Duet).  
 Congratulations also to coaches Kristi Winegar and Kira Carabantes!
- The following teams/fine arts groups collectively achieved a combined GPA of at least 3.00 for the Winter Season:  
 One Act Play 3.14  
 Gymnastics Team 3.38  
 Debate & Individual Events 3.38  
 Girls Basketball Team 3.54  
 Boys Basketball Team 3.29  
 Boys Basketball Cheerleaders 3.21  
 All State Band 3.65  
 Vocal Solo-Ensemble Group 3.48  
 Band Solo-Ensemble Group 3.38  
 Orchestra Solo-Ensemble Group 3.69

- Congratulations to the 5th graders at the Washington 4-5 Center for holding a book drive collecting 1,492 new or gently used books. These books will be given to those attending summer school during the Day of Action sponsored by United Way.
- Sarah Rubish / Senior HHS Parents for being awarded grants in the amount of \$125 and \$200 from the Huron Youth Leadership Council.
- Tye Evers for being selected to 2<sup>nd</sup> team All State in Boys' Basketball.

**THANK YOU TO:**

- Mrs. Foss thanks Mr. Nebelsick for refereeing at the 4th and 5th grade basketball games—staff against the scholars—celebrating all the books the scholars read during March Madness.
- The staff at the Washington 4-5 Center for conducting effective Parent/Teacher conferences. Attendance rate was high.
- Thank you to the Missions Committee from the Riverview United Methodist Church for donating numerous supplies to the Madison 2-3 Center.

**11. REPORTS TO THE BOARD**

- a) Library Update – Dawn Coughlin, Dayna Winter, and Robert Behlke
- b) NWEA Report – Sherri Nelson
- c) Business Manager's Report
- d) Superintendent's Report

**12. OLD BUSINESS**

- a) Huron Public School District Wellness Policy – 2<sup>nd</sup> Reading
- b) South Dakota High School Activities Association – School Board Resolution

**13. NEW BUSINESS**

- a) Health Insurance Renewal for 2017-2018
- b) Workers' Compensation Agreement 2017-2018  
School Board Members Covered
- c) Property Liability Insurance Agreement Renewal 2017-2018  
➤ Designate Rick Long, American Trust Insurance
- d) Substitute Teacher Wages

**14. EXECUTIVE SESSION**

- 1-25-2 Executive or closed meetings may be held for the sole purpose of:  
(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

**15. ADJOURNMENT**

**Huron School District  
New Hire Justification**

**Date:** March 20, 2017

**Applicant Information**

**Applicant Name:** Donna Frank  
**Address:** 661 Michigan Ave S.W. Huron, SD 57350  
**Phone:** (605) 352-3044  
**Education:** Huron High School  
**Experience:** 30+ years of cooking and baking  
**References:** Jeff Nelson, Merry Peck, Cindy Kosa

**Reason for New Hire**

**New Position:** \_\_\_\_\_  
**Replacement:** Vicky Ferguson (resigned)

**Position Information**

**Department:** Food Service  
**Position:** Baker I  
**Supervisor:** Carol Tompkins  
**Responsibilities:** Baking for district food service program  
**Hours:** 5:30 am – 1:30 pm

**Hiring Information**

**Wages:** \$14.36 (probationary wage)  
**Classification:** IIIB  
**Wage Justification:** 30+ years of experience  
**Start Date:** April 11, 2017  
**Requested by:** Carol Tompkins (Administrator)

**Huron School District  
New Hire Justification**

**Date:** March 27, 2017

**Applicant Information**

**Applicant Name:** Megan Wilson

**Address:**

**Phone:**

**Education:**

**Experience:** Currently Head Girls Soccer

**References:**

**Reason for New Hire**

**New Position:**

**Replacement:** Replace Head Boys Coach Josh Bowlin

**Position Information**

**Department:** Athletics

**Position:** Head Boys Soccer

**Supervisor:** Terry Rotert - AD

**Responsibilities:** Lead boys soccer program

**Hours:** Season is July 31 to early October – after school

**Hiring Information**

**Wages:** \$4,792.00

**Classification:**

**Wage Justification:**

**Start Date:** June, 2017

**Requested by:** Terry Rotert - AD

Huron School District  
New Hire Justification

Date: 04/03/2017

Reason for New Hire:

Replacement of  Maria Cabezas  New Position

Applicant Information

Applicant Name: TyAnn Buddenhagen

Address:

Education: BA in Graphic Design

From Morningside College

Phone: (605) 353-5304

Experience: coaching, day camp

References: Melody Witte, Donny Schoenhard, Pam Meidma, Lindsay Wilbur

Position Information

Department: ESL (RLIS grant)

Position:  ESL Para Educator-High School

Supervisor:  Mike Radke, Kari Hinker

Responsibilities:

- Work with small groups of students under the supervision of a classroom teacher
- Assist teachers in the classroom to reinforce skills taught
- Homework help
- To provide explanation and help for students in English

Hours:  7:45-3:30

Hiring Information:

Wages:  \$13.83 per hour

Classification: Class  A, Class   employee – Step 2

Justification: replacement para due to resignation

Start Date:  April 18 (needs to give two weeks notice)

Requested by:  Kari Hinker (Administrator)

**Huron School District  
New Hire Justification**

**Date:** April 6, 2017

**Applicant Information**

**Applicant Name:** TyAnn Buddenhagen

**Address:**

**Phone:**

**Education:** DWU

**Experience:** Played HS VB in Huron and college VB at Morningside and DWU.

**References:** Pam at NCR and Donnie Schoenhard

**Reason for New Hire**

**New Position:**

**Replacement:** Replace Amy Velthoff who resigned

**Position Information**

**Department:** Athletics

**Position:** MS VB Coach

**Supervisor:** Shelly Buddenhagen and Terry Rotert

**Responsibilities:** Coach MS VB

**Hours:** After school and some Saturday's

**Hiring Information**

**Wages:** \$3,072

**Classification:**

**Wage Justification:**

**Start Date:** August, 2017

**Requested by:** Terry Rotert

**Huron School District  
New Hire Justification**

**Date:** April 4, 2017

**Applicant Information**

**Applicant Name:** Myranda Mattke

**Address:**

**Phone:**

**Education:**

**Experience:** Played for Huron Club Soccer in Huron and coached co-ed soccer in Las Vegas last year.

**References:**

**Reason for New Hire**

**New Position:**

**Replacement:** Replaces Megan Wilson who is now the Boys Coach

**Position Information**

**Department:** Athletics

**Position:** Head Girls Soccer Coach

**Supervisor:** Terry Rotert - AD

**Responsibilities:** Lead our girls soccer program

**Hours:** After school and some weekends

**Hiring Information**

**Wages:** \$4,608

**Classification:**

**Wage Justification:**

**Start Date:** June 1, 2017

**Requested by:** Terry Rotert - AD



**Huron School District  
New Hire Justification**

**Date:** April 6, 2017

**Applicant Information**

**Applicant Name:** Kelby Van Wyk

**Address:**

**Phone:**

**Education:** DWU 2015

**Experience:** Cheered in HS and DWU

**References:** Heather Rozell and Jerry Lucklum – DWU cheer coach

**Reason for New Hire**

**New Position:**

**Replacement:** Amanda Lehman who resigned

**Position Information**

**Department:** Athletics

**Position:** Fall Sideline

**Supervisor:** Terry Rotert

**Responsibilities:** Lead Football cheer squad

**Hours:**

**Hiring Information**

**Wages:** TBD

**Classification:**

**Wage Justification:**

**Start Date:** August, 2017

**Requested by:** Terry Rotert

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

Morgan Barthelman

March 28, 2017

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 \$ 41967 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 8/21/2017 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 2<sup>nd</sup> 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.

BS  
Hired 2017-2018 W/BS and no formal teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 21. 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.

For those electing the Wellness Benefit, an additional \$500 will be paid in September. The benefit is NOT reflected in the contract total.

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 5 day of April, 2017

Witness: Tristin Ruch .....

Sign here: Morgan Barthelman  
Teacher

**HURON PUBLIC SCHOOLS**  
Huron, South Dakota  
**PERSONNEL DATA SUMMARY**

1. Name Morgan Barthelman  
Present Address 517 Medary Ave, Apt. #1  
Position Applied For 1<sup>st</sup> Grade Teacher – Buchanan K-1 Center

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>SDSU</u>	<u>2017 / BS – Early Childhood Ed</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>
_____	_____	_____
_____	_____	_____

4. **Base Salary:** \$ 41,967 **Teaching Assignment:** 1<sup>st</sup> Grade Teacher – Buchanan K-1 Center  
**Extra Duty:** \$ \_\_\_\_\_ Ex Duty Assignment \_\_\_\_\_  
**Total Salary:** \$ 41,967

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

**Elizabeth Castillo**

**April 4, 2017**

**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 \$ **41967** 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 **8/21/2017** 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 2<sup>nd</sup> 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 2017-18 w/BA and no formal teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 21. 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.

For those electing the Wellness Benefit, an additional \$500 will be paid in September. The benefit is NOT reflected in the contract total.

**\*\*\*TEACHER CERTIFICATE MUST BE UP TO DATE TO RECEIVE PAYCHECK\*\*\***  
**\*\*TEACHER MUST COMPLETE ENL ENDORSEMENT BY JULY 1, 2019\*\***

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 5<sup>th</sup> day of April, 2017  
Witness: Dolly Venaliles

Sign here: [Signature]  
Teacher

**HURON PUBLIC SCHOOLS**  
Huron, South Dakota  
**PERSONNEL DATA SUMMARY**

1. Name Elizabeth Castillo  
Present Address 1126 Illinois Ave SW – Huron, SD  
Position Applied For ESL Teacher – Buchanan K-1 Center

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>Oakland University - Michigan</u>	<u>2010 / BA – Elementary Ed</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>
_____	_____	_____
_____	_____	_____

4. **Base Salary:** \$ 41,967 **Teaching Assignment:** ESL Teacher – Buchanan K-1 Center

**Extra Duty:** \$ \_\_\_\_\_ **Ex Duty Assignment** \_\_\_\_\_

**Total Salary:** \$ 41,967

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

Rachel Kary

April 4, 2017

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Librarian / Media Specialist in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 48185 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 8/14/2017 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 2<sup>nd</sup> 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.

MA

Hired 2017-2018 W/MA and 6 years of teaching experience. The above salary includes \$2529 for 10 extra days of work. Mrs. Kary will submit plan of study to complete Library Endorsement by Sept. 1, 2019 with 1/2 completed by Sept. 1, 2018. Credits may be submitted for tuition reimbursement.

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 14. 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.

For those electing the Wellness Benefit, an additional \$500 will be paid in September. The benefit is NOT reflected in the contract total.

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

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Witness my hand this 5.... day of April, 2017

Witness: Melody Ben

Sign here: Rachel Kary  
Teacher

**HURON PUBLIC SCHOOLS**  
Huron, South Dakota  
**PERSONNEL DATA SUMMARY**

1. Name Rachel Kary  
Present Address 1455 Ohio Ave SW – Huron, SD  
Position Applied For Librarian / Media Specialist

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>BS – USD Vermillion</u>	<u>2008 / BS – General Science</u>
MA Degree	<u>MA – USD Vermillion</u>	<u>2013 / MA – School Counseling</u>
Other	_____	_____

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

<u>Name of School</u>	<u>How Long/Years</u>	<u>Grades/Subjects</u>
<u>Patrick Henry Middle School</u>	<u>3 years / 2013 - 2016</u>	<u>School Counselor</u>
<u>DeSmet School District</u>	<u>1 year / 2016-2017</u>	<u>School Counselor</u>

4. **Base Salary:** \$ 45,656 **Teaching Assignment:** Librarian / Media Specialist - HHS

**Extra Duty:** \$ 2,529 **Ex Duty Assignment** 10 Extra Days of Work – 190.5 Days

**Total Salary:** \$ 48,185

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From: Klein, Julie  
Sent: Friday, March 31, 2017 8:39 AM  
To: Jensen, Colleen  
Subject: Tap

Hi Miss Colleen,

It's Julie Klein. I wanted to talk to you before school, but it was just too busy in the room for me to get away. I am sorry to tell you that I need to resign from the tap program. I feel bad for all of the days that I have already missed, and I only see the number increasing in the future.

Living in the country just creates so much more work, and especially on the weekends. I have tried to look at a different day, but we are busy until at least 7:00pm every evening. I start chores immediately after work, and the warmer weather has just increased my responsibilities.

I have truly enjoyed working with you, and meeting the children. If things change, and since I am already signed up, I will definitely let you know.

Thank you so much for understanding.

Sincerely,

Julie Klein

Sent from my iPad



Mr. Nebelsick  
Huron School Board Members  
150 5<sup>th</sup> St. SW  
Huron, SD 57350

Please accept my letter of resignation as a middle school DLC teacher. My final day in this position will be the last day of school. I am still interested in teaching ESL summer school. I have also applied for the K-1 ESL position. I enjoy working in the Huron School District with its diverse population and helpful, professional staff. I would appreciate the opportunity to continue working for you as a K-1 ESL teacher. It would be a joy to work with these eager, young students as they learn the language and new academic skills.

I will continue to work diligently in my current position for the remainder of the school year to complete all of the required paperwork and duties that have been assigned to me.

Educationally yours,

A handwritten signature in cursive script that reads "Pat Shoemaker". The signature is written in black ink and is positioned below the typed name.

Pat Shoemaker

## Venables, Dolly

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**To:** Venables, Dolly  
**Subject:** Negotiations

**From:** Hirsch Korn, Dean  
**Sent:** Wednesday, March 22, 2017 6:41 AM  
**To:** Venables, Dolly <Dolly.Venables@k12.sd.us>  
**Subject:** Re: Negotiations

Dolly,

Dale Shoemaker and myself will represent the custodians and maintenance group.

Thanks  
Dean

**Huron Public Schools**  
**1045 18<sup>th</sup> SW**  
**PO Box 949**



March 15, 2017

Board of Education  
Terry Nebelsick  
Huron Public Schools  
Huron, SD 57350

Dear Mr. Nebelsick,

The school nutrition department of the Huron Public Schools request recognition as a bargaining unit for the 2017-2018 school year.

Thank you,

  
  
Vicky Davis, Mary Hershman  
Food Service, Cashier/Secretaries

April 3, 2017

Dear Board of Education,

As a representative of the Full Time Personnel group, we request to be recognized as a Bargaining Unit for the Full Time Personnel staff for 2017-2018 School Year.

Sincerely,

Tonya Whitmore

Linda Eck



March 16, 2017

To Whom It May Concern:

On behalf of the office secretaries for the middle school and elementary schools, we would like to request to be recognized by the board for the 2017-18 school year negotiations.

Sincerely,

Angie Boetel  
Madison 2-3 Center Secretary

March 31, 2017

Dear Board of Education,

As a representative of the Para Educators group, we request to be recognized as a bargaining unit for the Para Educator staff for 2017-2018 school year.

Sincerely,

Pat VanVleet

Amy Nelson

Dayna Winter

# Student Growth Summary Report

## Aggregate by District

Term: Winter 2016-2017  
District: Huron School District 2-2

Norms Reference Data: 2015 Norms  
Growth Comparison Period: Fall 2016 - Winter 2017  
Weeks of Instruction: Start - 2 (Fall 2016) ^  
End - 16 (Winter 2017) ^  
Grouping: None  
Small Group Display: No

### Mathematics

Grade (Winter 2017)	Fall 2016			Comparison Periods Winter 2017			Growth		Growth Evaluated Against			Student Median Conditional Growth Percentile				
	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile	Observed Growth	Observed Growth SE	Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile					
	Count†															
KG	130.2	11.7	12	141.6	13.6	14	11.4	0.6	11.1	0.21	58	239	118	49	44	
1	155.6	14.2	18	167.0	14.1	23	11.4	0.6	10.5	0.59	72	225	123	55	52	
2	179.5	15.5	75	189.4	15.5	81	9.9	0.6	8.6	0.98	84	190	113	59	57	
3	183.8	13.4	17	191.5	13.9	21	7.7	0.6	6.9	0.70	76	194	113	58	57	
4	196.8	14.7	24	202.8	14.0	25	6.0	0.4	5.8	0.16	56	175	97	55	54	
5	176	204.3	15.8	210.6	16.7	24	6.3	0.5	4.8	1.14	87	176	106	60	55	
6	164	209.1	17.0	216.6	16.9	28	7.5	0.6	3.6	3.39	99	164	111	68	74	
7	156	220.9	17.8	226.2	17.9	55	5.2	0.6	3.0	2.16	98	156	105	67	70	
8	180	224.9	20.9	228.5	21.4	50	3.6	0.5	2.5	0.99	84	180	101	56	52	
9	200	226.0	23.8	227.4	22.8	32	1.4	0.6	1.7	-0.23	41	199	105	53	48	
10	199	226.5	29.0	229.0	28.3	42	2.4	0.5	1.3	0.91	82	199	119	60	60	
11	142	231.4	25.4	233.2	26.0	47	1.9	0.7	0			0			*	
12	4	*		*			*									*

### Mathematics



### Explanatory Notes

- ^ These values for weeks of instruction are the median across your schools and are used in all calculations except the Student Norms section, which uses the values from each student's school of record.
- \* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.
- \*\* Calculations not provided because students have no MAP results in at least one of the terms. The Growth Count is zero.
- † Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.

# Student Growth Summary Report

## Aggregate by District



Term: Winter 2016-2017  
 District: Huron School District 2-2

Norms Reference Data: 2015 Norms  
 Growth Comparison Period: Fall 2016 - Winter 2017  
 Weeks of Instruction: Start - 2 (Fall 2016) ^  
 End - 16 (Winter 2017) ^  
 Grouping: None  
 Small Group Display: No

### Reading

Grade (Winter 2017)	Comparison Periods				Growth	Growth Evaluated Against			Student Median Conditional Growth Percentile				
	Fall 2016		Winter 2017			School Norms		Student Norms					
	Mean RIT	SD	Mean RIT	SD		Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile		Count with Projection	Count Met Projection	Percent Met Projection	
KG	132.5	9.9	141.8	11.4	9.3	0.5	9.9	-0.42	34	242	108	45	41
1	153.2	12.4	163.7	14.6	10.5	0.5	9.9	0.40	66	226	116	51	48
2	176.4	16.5	184.7	17.4	8.3	0.6	8.9	-0.45	33	190	96	51	47
3	179.5	16.6	189.0	15.3	9.5	0.7	7.3	2.23	99	193	120	62	60
4	193.1	18.0	199.5	17.1	6.5	0.6	5.3	1.36	91	174	101	58	59
5	200.2	17.1	205.1	16.5	4.9	0.6	4.0	1.00	84	176	101	57	58
6	203.6	16.4	209.5	16.1	5.9	0.8	3.1	2.88	99	162	110	68	67
7	213.2	18.1	216.2	17.8	2.9	0.6	2.3	0.75	77	156	83	53	51
8	213.0	21.1	216.1	20.0	3.2	0.6	1.8	1.16	88	179	105	59	61
9	211.1	22.8	213.1	21.8	2.0	0.7	1.1	0.81	79	198	103	52	53
10	213.1	26.4	214.6	25.7	1.5	0.6	0.7	0.56	71	197	92	47	47
11	216.2	23.2	215.8	23.5	-0.4	0.6	0	*	*	0	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*	*

### Reading



#### Explanatory Notes

- ^ These values for weeks of instruction are the median across your schools and are used in all calculations except the Student Norms section, which uses the values from each student's school of record.
- \* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.
- \*\* Calculations not provided because students have no MAP results in at least one of the terms. The Growth Count is zero.
- ‡ Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.



# Student Growth Summary Report

## Aggregate by District

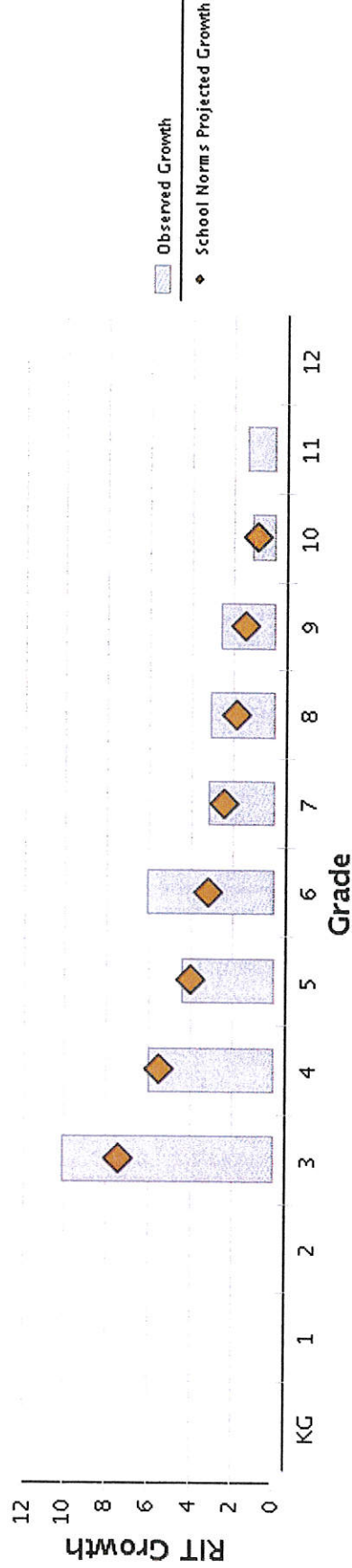


Term: Winter 2016-2017  
District: Huron School District 2-2

Norms Reference Data: 2015 Norms  
Growth Comparison Period: Fall 2016 - Winter 2017  
Weeks of Instruction: Start - 2 (Fall 2016) ^  
End - 16 (Winter 2017) ^  
Grouping: None  
Small Group Display: No

Grade (Winter 2017)	Comparison Periods				Growth		Growth Evaluated Against			Student Norms							
	Fall 2016		Winter 2017		Observed Growth	Observed Growth SE	Projected Growth	School Norms		Count with Projection	Percent Met Projection	Student Median Conditional Growth Percentile					
	Mean RIT	SD	Mean RIT	SD				School Conditional Growth Index	School Conditional Growth Percentile								
KG	0				**					**							
1	0				**					**							
2	0				**					**							
3	184	180.0	15.3	10	190.0	14.1	19	10.1	0.7	7.4	2.32	99	184	110	60	62	
4	174	194.2	16.7	27	200.2	14.9	30	6.0	0.5	5.5	0.59	72	174	91	52	50	
5	176	200.0	15.5	19	204.4	14.5	21	4.4	0.5	4.0	0.47	68	176	90	51	48	
6	163	202.9	16.7	11	209.0	14.8	23	6.1	0.6	3.2	3.18	99	163	108	66	67	
7	155	211.9	15.3	38	215.2	15.1	45	3.2	0.4	2.4	0.97	83	155	98	63	59	
8	180	212.6	18.7	31	215.7	18.8	38	3.1	0.6	1.8	1.38	92	180	107	59	59	
9	197	210.7	20.4	13	213.4	19.1	19	2.6	0.6	1.4	1.24	89	196	111	57	62	
10	140	212.8	23.7	21	213.8	22.5	21	1.1	0.6	0.8	0.13	55	197	91	46	47	
11	140	216.7	19.3	25	218.0	20.7	28	1.3	0.6	0			0				
12	4	*			*			*		*			*				

## Language Usage



### Explanatory Notes

- ^ These values for weeks of instruction are the median across your schools and are used in all calculations except the Student Norms section, which uses the values from each student's school of record.
- \* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.
- \*\* Calculations not provided because students have no MAP results in at least one of the terms. The Growth Count is zero.
- † Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.

# Student Growth Summary Report

## Aggregate by District



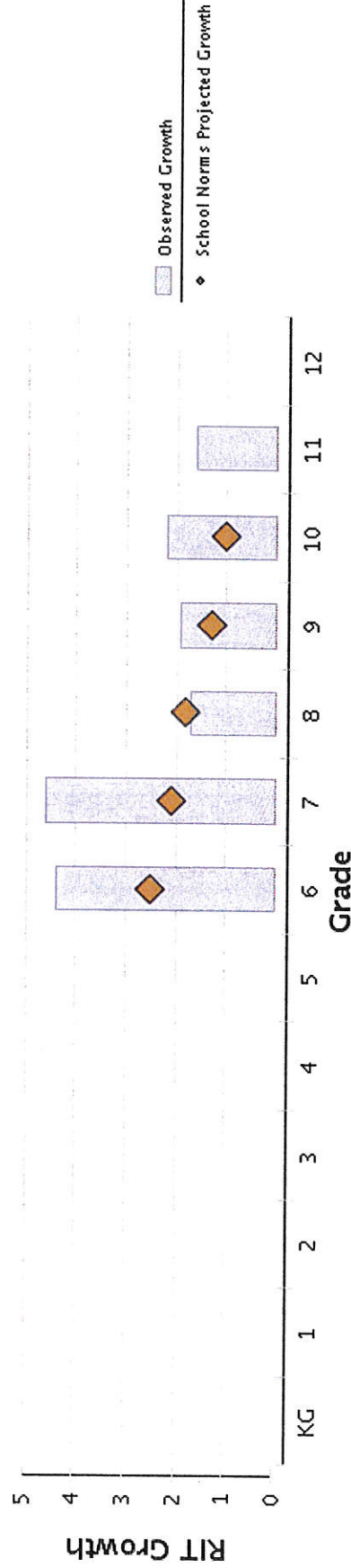
Term: Winter 2016-2017  
District: Huron School District 2-2

Norms Reference Data: 2015 Norms  
Growth Comparison Period: Fall 2016 - Winter 2017  
Weeks of Instruction: Start - 2 (Fall 2016) ^  
End - 16 (Winter 2017) ^  
Grouping: None  
Small Group Display: No

Science - General  
Science

Grade (Winter 2017)	Comparison Periods						Growth Evaluated Against	Student Norms									
	Fall 2016			Winter 2017					School Norms	Student Norms							
	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile					Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile	Count with Projection	Count Met Projection	Percent Met Projection	Student Median Conditional Growth Percentile
KG	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
1	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
2	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
3	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
4	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
5	0	**	**	0	**	**	0	**	**	**	**	**	**	**			
6	162	202.5	12.7	40	206.9	12.9	53	4.4	0.5	2.5	2.36	99	162	110	68	70	
7	154	207.7	13.8	56	212.3	12.9	73	4.6	0.5	2.1	3.61	99	154	107	69	73	
8	180	210.4	15.8	53	212.1	15.3	52	1.7	0.5	1.8	-0.12	45	180	99	55	53	
9	190	210.1	14.8	36	212.1	14.9	40	1.9	0.6	1.3	0.96	83	189	100	53	53	
10	195	210.6	20.7	35	212.8	19.7	42	2.2	0.5	1.0	1.27	90	195	106	54	59	
11	136	211.5	19.5	*	213.1	18.3	*	1.6	0.6	0	*	*	0	*	*	*	
12	4	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

## Science - General Science



### Explanatory Notes

- ^ These values for weeks of instruction are the median across your schools and are used in all calculations except the Student Norms section, which uses the values from each student's school of record.
- \* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.
- \*\* Calculations not provided because students have no IMAP results in at least one of the terms. The Growth Count is zero.
- † Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.

Fall Math – Projected to ACT College Readiness in the Spring

Grade	Student Count	Not On Track		On Track 22		On Track 24	
		Count	Percent	Count	Percent	Count	Percent
9	203	142	70.0%	21	10.3%	40	19.7%
10	218	154	70.6%	15	6.9%	49	22.5%
<b>Total</b>	<b>421</b>	<b>296</b>	<b>70.3%</b>	<b>36</b>	<b>8.6%</b>	<b>89</b>	<b>21.1%</b>

Winter Math – Projected to ACT College Readiness in the Spring

Grade	Student Count	Not On Track		On Track 22		On Track 24	
		Count	Percent	Count	Percent	Count	Percent
9	207	150	72.5%	20	9.7%	37	17.9%
10	194	136	70.1%	8	4.1%	50	25.8%
<b>Total</b>	<b>401</b>	<b>286</b>	<b>71.3%</b>	<b>28</b>	<b>7.0%</b>	<b>87</b>	<b>21.7%</b>

Fall Reading – Projected to ACT College Readiness in the Spring

Grade	Student Count	Not On Track		On Track 22		On Track 24	
		Count	Percent	Count	Percent	Count	Percent
9	204	157	77.0%	14	6.9%	33	16.2%
10	218	154	70.6%	15	6.9%	49	22.5%
<b>Total</b>	<b>422</b>	<b>311</b>	<b>73.7%</b>	<b>29</b>	<b>6.9%</b>	<b>82</b>	<b>19.4%</b>

Winter Reading – Projected to ACT College Readiness in the Spring

Grade	Student Count	Not On Track		On Track 22		On Track 24	
		Count	Percent	Count	Percent	Count	Percent
9	206	157	76.2%	13	6.3%	38	17.5%
10	192	133	69.3%	21	10.9%	38	19.8%
<b>Total</b>	<b>398</b>	<b>290</b>	<b>72.9%</b>	<b>34</b>	<b>8.5%</b>	<b>74</b>	<b>18.6%</b>

Fall Math – Projected to SBAC in the Spring

Grade	Student Count	Level 1		Level 2		Level 3		Level 4	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
3	205	59	28.8%	70	34.1%	63	30.7%	13	6.3%
4	180	36	20.0%	89	49.4%	41	22.8%	14	7.8%
5	185	76	41.1%	73	39.5%	25	13.5%	11	5.9%
6	166	69	41.6%	59	35.5%	30	18.1%	8	4.8%
7	162	47	29.0%	54	33.3%	41	25.3%	20	12.3%
8	189	81	42.9%	43	22.8%	43	22.8%	22	11.6%
<b>Total</b>	<b>1087</b>	<b>368</b>	<b>33.9%</b>	<b>388</b>	<b>35.7%</b>	<b>243</b>	<b>22.4%</b>	<b>88</b>	<b>8.1%</b>

Winter Math – Projected to SBAC in the Spring

Grade	Student Count	Level 1		Level 2		Level 3		Level 4	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
3	206	65	31.6%	76	36.9%	47	22.8%	18	8.7%
4	182	50	27.5%	80	44.0%	40	22.0%	12	6.6%
5	182	76	41.8%	67	36.8%	22	12.1%	17	9.3%
6	168	54	32.1%	59	35.1%	42	25.0%	13	7.7%
7	160	49	30.6%	41	25.6%	41	25.6%	29	18.1%
8	186	80	43.0%	35	18.8%	38	20.4%	33	17.7%
<b>Total</b>	<b>1084</b>	<b>374</b>	<b>34.5%</b>	<b>358</b>	<b>33.0%</b>	<b>230</b>	<b>21.2%</b>	<b>122</b>	<b>11.3%</b>

Fall Reading – Projected to SBAC in the Spring

Grade	Student Count	Level 1		Level 2		Level 3		Level 4	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
3	205	86	42.0%	64	31.2%	39	19.0%	16	7.8%
4	179	67	37.4%	43	24.0%	36	20.1%	33	18.4%
5	185	60	32.4%	57	30.8%	53	28.6%	15	8.1%
6	166	54	32.5%	62	37.3%	42	25.3%	8	4.8%
7	163	44	27.0%	36	22.1%	69	42.3%	14	8.6%
8	189	57	30.2%	59	31.2%	57	30.2%	16	8.5%
<b>Total</b>	<b>1087</b>	<b>368</b>	<b>33.9%</b>	<b>321</b>	<b>29.5%</b>	<b>296</b>	<b>27.2%</b>	<b>102</b>	<b>9.4%</b>

Winter Reading – Projected to SBAC in the Spring

Grade	Student Count	Level 1		Level 2		Level 3		Level 4	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
3	205	81	39.5%	64	31.2%	44	21.5%	16	7.8%
4	182	65	35.7%	42	23.1%	41	22.5%	34	18.7%
5	182	54	29.7%	54	29.7%	55	30.2%	19	10.4%
6	166	45	27.1%	61	36.7%	47	28.3%	13	7.8%
7	160	43	26.9%	33	20.6%	65	40.6%	19	11.9%
8	185	53	28.6%	64	34.6%	50	27.0%	18	9.7%
<b>Total</b>	<b>1080</b>	<b>341</b>	<b>31.6%</b>	<b>318</b>	<b>29.4%</b>	<b>302</b>	<b>28.0%</b>	<b>119</b>	<b>11.0%</b>

# HURON PUBLIC SCHOOL DISTRICT WELLNESS POLICY

Based on the SOUTH DAKOTA MODEL WELLNESS POLICY and the ALLIANCE FOR A HEALTHIER GENERATION MODEL WELLNESS POLICY

## Table of Contents

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Other Activities that Promote Student Wellness..... 11

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Appendix A: School Level Contacts.....13

## Preamble

Huron Public School District (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism and better performance on cognitive tasks. 1,2,3,4,5,6,7

Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. 8,9,10

In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. 11,12,13,14

Finally, there is evidence that adequate hydration is associated with better cognitive performance. 15, 16, 17

This policy outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions.

Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day – both through reimbursable school meals and other foods available throughout the school campus– in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives. This policy applies to all students, staff and schools in the District. Specific measureable goals and outcomes are identified within each section below.

## I. School Wellness Committee

### *Committee Role and Membership*

The District will convene a representative district wellness committee (hereto referred to as the local wellness committee or work within an existing school health committee) periodically to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred as “wellness policy”). The local wellness committee membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], school administrators (e.g., superintendent, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. The name(s), title(s), and contact information (email address is sufficient) of this/these individual(s) is (are): (Wellness Policy Committee).

Wellness Policy Committee Name	Title / Relationship to the School or District	Email address	Role on Committee
Terry Nebelsick	Superintendent of Schools	<a href="mailto:Terry.Nebelsick@k12.sd.us">Terry.Nebelsick@k12.sd.us</a>	Assists in the evaluation of the district wellness policy and implementation
Garret Bischoff	Board of Education Member	<a href="mailto:g_bisch@hotmail.com">g_bisch@hotmail.com</a>	
Mike Radke	High School Principal	<a href="mailto:Mike.Radke@k12.sd.us">Mike.Radke@k12.sd.us</a>	
Jolene Konechne	Asst. High School Principal	<a href="mailto:Jolene.Konechne@k12.sd.us">Jolene.Konechne@k12.sd.us</a>	
Mike Taplett	Middle School Principal	<a href="mailto:Mike.Taplett@k12.sd.us">Mike.Taplett@k12.sd.us</a>	
Laura Willemsen	Asst. Middle School Principal	<a href="mailto:Laura.Willemsen@k12.sd.us">Laura.Willemsen@k12.sd.us</a>	
Peggy Heinz	Buchanan K-1 Center Principal	<a href="mailto:Peggy.Heinz@k12.sd.us">Peggy.Heinz@k12.sd.us</a>	
Heather Rozell	Madison 2-3 Center Principal	<a href="mailto:Heather.Rozell@k12.sd.us">Heather.Rozell@k12.sd.us</a>	
Beth Foss	Washington 4-5 Center Principal	<a href="mailto:Beth.Foss@k12.sd.us">Beth.Foss@k12.sd.us</a>	
Sherri Nelson	Director of Curriculum	<a href="mailto:Sherri.Nelson@k12.sd.us">Sherri.Nelson@k12.sd.us</a>	
Kari Hinker	Director ESL Program	<a href="mailto:Kari.Hinker@k12.sd.us">Kari.Hinker@k12.sd.us</a>	
Carol Tompkins	Nutrition Director	<a href="mailto:Carol.Tompkins@k12.sd.us">Carol.Tompkins@k12.sd.us</a>	
Rita Baszler	School Nurse (Mad/Wash)	<a href="mailto:Rita.Baszler@k12.sd.us">Rita.Baszler@k12.sd.us</a>	
Jessica Van Diepen	School Nurse (MS)	<a href="mailto:JessicaVanDiepen@k12.sd.us">JessicaVanDiepen@k12.sd.us</a>	
Raleigh Larson	School Nurse (Buch/HS)	<a href="mailto:Raleigh.Larson@k12.sd.us">Raleigh.Larson@k12.sd.us</a>	

### *Leadership*

The Superintendent or designee(s) will convene the local wellness committee and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy. Designated official for oversight Carol Tompkins, Nutrition Director, [carol.tompkins@k12.sd.us](mailto:carol.tompkins@k12.sd.us)  
Each school will designate a school wellness policy coordinator, who ensures compliance with the policy.

Buchanan K-1 Center - Jessica Van Diepen, School Nurse, [Jessica.VanDiepen@k12.sd.us](mailto:Jessica.VanDiepen@k12.sd.us)

Madison 2-3 Center - Rita Baszler, School Nurse, [Rita.Baszler@k12.sd.us](mailto:Rita.Baszler@k12.sd.us)

Washington 4-5 Center - Rita Baszler, School Nurse, [Rita.Baszler@k12.sd.us](mailto:Rita.Baszler@k12.sd.us)

Middle School - Raleigh Larsen, School Nurse, [Raleigh.Larson@k12.sd.us](mailto:Raleigh.Larson@k12.sd.us)

High School-Jessica Van Diepen, School Nurse, [Jessica.VanDiepen@k12.sd.us](mailto:Jessica.VanDiepen@k12.sd.us)

## **II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

### ***Implementation Plan***

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about responsibilities, specific goals, and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report. This wellness policy and the progress reports can be found at: [www.huron.k12.sd.us/](http://www.huron.k12.sd.us/) Look under the Food and Nutrition tab for wellness policy progress reports.

### ***Recordkeeping***

The District will retain records to document compliance with the requirements of the wellness policy at Nutrition Office and the District website for three years past the current year. Documentation maintained in location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the local wellness committee;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

### ***Annual Notification of Policy***

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's (or schools') events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District/school officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

### ***Triennial Progress Assessments***

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to a model policy (like the Alliance for a Healthier Generation's model wellness policy or the State Model Wellness Policy); and
- A description of the progress made in attaining the goals of the District's wellness policy.



The position/person responsible for managing the triennial assessment and contact information is Carol Tompkins, Nutrition Director. Email address [carol.tompkins@k12.sd.us](mailto:carol.tompkins@k12.sd.us)

The local wellness committee, in collaboration with individual schools, will monitor schools' compliance with this wellness policy. The District will actively notify households/families of the availability of the triennial progress report.

### ***Revisions and Updating the Policy***

The local wellness committee will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

### ***Community Involvement, Outreach and Communications***

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of local wellness committee and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents. The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

### III. Nutrition

#### *School Meals*

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs. All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit and Vegetable Program (FFVP), and the Summer Food service Program (SFSP).

All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations.
- Promote healthy food and beverage choices, such as one or more of the following:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chafing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Student artwork is displayed in the service and/or dining areas.
  - Daily announcements are used to promote and market menu options.

#### *Staff Qualifications and Professional Development*

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

## ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day\* and throughout every school campus\* (“school campus” and “school day” are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

## ***Competitive Foods and Beverages***

The District is committed to ensuring that all foods and beverages available to students on the school campus\* during the school day\* support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks> . The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at [www.foodplanner.healthiergeneration.org](http://www.foodplanner.healthiergeneration.org) . To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

## ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus\* during the school day\*. The District will make available to parents and teachers a list of healthy fundraising ideas.

## ***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community. The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the District and individual schools may use are available at <http://www.foodplanner.healthiergeneration.org/> .

### ***Nutrition Education***

The District will model, encourage and support healthy eating by all students. Schools will engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;

### ***Essential Healthy Eating Topics in Health Education***

The District supports a health education curriculum; examples of topics below:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

### ***Food and Beverage Marketing in Schools***

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions.

The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus\* during the school day\* will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.<sup>15</sup>

This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

#### **IV. Physical Activity**

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity during and after school; staff involvement and family and community engagement and the district is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the district will be encouraged to participate in *Let's Move! Active Schools* ([www.letsmoveschools.org](http://www.letsmoveschools.org)) in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) will not be withheld as punishment for any reason [*This does not include participation on sports teams that have specific academic requirements*]. The district will provide teachers and other school staff with a list of ideas for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

#### ***Physical Education***

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the "*Essential Physical Activity Topics in Health Education*" subsection). The curriculum will support the essential components of physical education.

All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All District elementary students in each grade will receive physical education for at least 70 minutes per week throughout the school year.

Buchanan K-1 Center - Students will receive physical education 2 days a week for 35 minutes each day.

Madison 2-3 Center - Students will receive physical education 2 days a week for 35 minutes each day.

Washington 4-5 Center - Students will receive physical education 2 days a week for 35 minutes each day.

All Huron Public School District secondary students (middle and high school) are required to take the equivalent of one academic year of physical education.

Middle School-Students will receive 24 weeks of physical education for 40 minutes each day.

High School - Students will receive 18 weeks of physical education for 40 minutes each day.

### ***Examples of Physical Activity Topics in Health Education***

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity.

### **V. Other Activities that Promote Student Wellness**

The District encourages integration of wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District encourages coordination and integration of other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the local wellness committee. All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

## Glossary:

**Extended School Day** – the time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

**School Campus** - areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

**School Day** – the time between midnight the night before to 30 minutes after the end of the instructional day.

**Triennial** – recurring every three years.

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Appendix A:

School Level Contacts

Terry Nebelsick, Superintendent	<a href="mailto:Terry.Nebelsick@k12.sd.us">Terry.Nebelsick@k12.sd.us</a>
Kelly Christopherson, Business Manager	<a href="mailto:Kelly.Christopherson@k12.sd.us">Kelly.Christopherson@k12.sd.us</a>
Mike Radke, High School Principal	<a href="mailto:Mike.Radke@k12.sd.us">Mike.Radke@k12.sd.us</a>
Jolene Konechne, High School Assistant Principal	<a href="mailto:Jolene.Konechne@k12.sd.us">Jolene.Konechne@k12.sd.us</a>
Mike Taplett, Middle School Principal	<a href="mailto:Mike.Taplett@k12.sd.us">Mike.Taplett@k12.sd.us</a>
Laura Willemsen, Middle School Assistant Principal	<a href="mailto:Laura.Williamssen@k12.sd.us">Laura.Williamssen@k12.sd.us</a>
Peggy Heinz, Buchanan K-1 Center Principal	<a href="mailto:Peggy.Heinz@k12.sd.us">Peggy.Heinz@k12.sd.us</a>
Heather Rozell, Madison 2-3 Center, Principal	<a href="mailto:Heather.Rozell@k12.sd.us">Heather.Rozell@k12.sd.us</a>
Beth Foss, Washington 4-5 Center, Principal	<a href="mailto:Beth.Foss@k12.sd.us">Beth.Foss@k12.sd.us</a>
Sherri Nelson, Curriculum Director	<a href="mailto:Sherri.Nelson@k12.sd.us">Sherri.Nelson@k12.sd.us</a>
Lori Wehlander, Special Services Director	<a href="mailto:Lori.Wehlander@k12.sd.us">Lori.Wehlander@k12.sd.us</a>
Kari Hinker, ESL Director	<a href="mailto:Kari.Hinker@k12.sd.us">Kari.Hinker@k12.sd.us</a>
Roger Ahlers, Technology Director	<a href="mailto:Roger.Ahlers@k12.sd.us">Roger.Ahlers@k12.sd.us</a>
Terry Rotert, Activities Director	<a href="mailto:Terry.Rotert@k12.sd.us">Terry.Rotert@k12.sd.us</a>
Rex Sawvell, Buildings and Grounds Director	<a href="mailto:Rex.Sawvell@k12.sd.us">Rex.Sawvell@k12.sd.us</a>
Carol Tompkins, Nutrition Director	<a href="mailto:Carol.Tompkins@k12.sd.us">Carol.Tompkins@k12.sd.us</a>



**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:

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(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:

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This is to be for the period which begins July 1, 2017 and ends on June, 30, 2018 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, 2017 and agrees to conduct its activities programs within the framework of these instruments.

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Date of Resolution

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President of Board

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Superintendent of Schools

**Due By:**

**July 15, 2017**

# Huron School District 2-2

150 5<sup>th</sup> St SW – PO Box 949  
Huron, South Dakota 57350-0949

**Business Office**

(605) 353-6995

Fax (605) 353-6994

**Kelly Christopherson**

Business Manager

Date: April 3, 2017

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson



RE: Health Insurance Committee Recommendation

---

The District's Health Insurance Committee received the renewal information on March 30, 2017 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2017-2018. 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 2% increase on our current rates. There are no coverage changes this year.

Single coverage is \$704 now and will go to \$718 next year. Employee + 1 coverage is \$1408 now and will go to \$1436 next year. Family coverage is \$1760 now and will go to \$1795 next year.

# Huron School District 2-2

150 5<sup>th</sup> St SW – PO Box 949  
Huron, South Dakota 57350-0949

**Business Office**  
(605) 353-6995  
Fax (605) 353-6994

**Kelly Christopherson**  
Business Manager

Date: April 4, 2017

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson 

RE: Worker's Compensation Insurance and Property & Liability Insurance

---

The District's Worker's Compensation insurance renewal for 2017-2018 is approximately \$12,000 less than last year. The ASBSD Work Comp fund is doing really well financially and rates were lowered for all participants this year.

The District's Property & Liability insurance renewal for 2017-2018 is about \$9,800 more than last year, a 6.5% increase. There are some things to note as follows:

- The coverage limits are substantially enhanced for next year and this is cited as the main reason for a rate increase. An executive summary of the coverages is attached.
- Rick Long at American Trust Insurance received \$7500 for his services this year and is willing to be our local agent during 2017-2018 for \$7500.

I recommend renewing both coverages.

## Executive Summary

Thank you for giving us the opportunity to highlight the advantages of participating in the Associated School Boards Protective Trust (ASBPT) and Associated School Boards Property/Liability Fund. We strive to offer a cost-effective alternative to the commercial insurance market with higher limits and broader coverages.

ASB Property/Liability Fund will see a number of new and exciting program additions and enhancements for 2017-2018. For the first time in over fifteen years the ASB Property/Liability Fund saw a new broker on our account. *Alliant Insurance Services* has been selected to be the broker of record and to service our account. They provide reinsurance placement, member support, and many other duties.

Since partnering with Alliant we are able to bring the following program enhancements and sub-limit increases for our member school districts:

- **Property**-Increased various property sub-limits:
  - \$10,000,000 Extra Expense
  - \$250,000 Newly Acquired Contractors Equipment
  - \$1,000,000 Newly Acquired Vehicles
  - \$10,000,000 Ordinance or Law Coverage (Demolition & Increased cost of Construction)-Building Property
  - \$500,000 Ordinance or Law Coverage (Demolition & Increased Cost of Construction)-Tenants Improvements and Betterments (not previously covered)
  - \$2,500,000 Outdoor Trees, Shrubs, Sod, Plants and Lawns
  - \$2,500,000 Unnamed Premises-At All Unnamed Premises-Buildings
  
- **Crime**-With AIG, we were able to significantly increase the crime limits and sub-limits:
  - \$1,000,000 Employee Theft-Per Loss
  - \$1,000,000 Forgery Or Alteration
  - \$1,000,000 Inside the Premises-Theft of Money & Securities
  - \$1,000,000 Inside the Premises-Robbery Or Safe Burglary of Other Property
  - \$1,000,000 Outside the Premises
  - \$1,000,000 Computer Fraud
  - \$1,000,000 Funds Transfer Fraud
  - \$1,000,000 Money Orders and Counterfeit Money
  - \$1,000,000 Faithful Performance
  - \$100,000 Impersonation Fraud Coverage
  - \$1,000,000 Credit, Debit or Charge Card Forgery
  
- **Liability**-Substantial increase to liability limits:
  - \$5,000,000 General Liability Per Occurrence with Unlimited Aggregate
  - \$5,000,000 Auto Liability Per Occurrence with Unlimited Aggregate
  - \$5,000,000 School Board Legal Liability
  - \$5,000,000 Employee Benefits Liability
  - \$5,000,000 Employers Liability and Employment Practices
  - \$5,000,000 Sexual Molestation

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 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, 2017, to 12 midnight CST, June 30, 2018. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$155,786.

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 \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_, South Dakota.

\_\_\_\_\_  
School Board President

I hereby certify that the foregoing Motion was adopted by the \_\_\_\_\_ School Board in open session at a regularly-called meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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 MEMBER'S 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 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. Evaluation and establishment of reserves for claims.
- 3.2. Investigation and adjusting of claims.
- 3.3. Auditing claim losses and expenses incurred prior to making final payment.
- 3.4. Making payment of compensable benefits as required under the Workers' compensation laws, the Master Contract or the Bylaws.
- 3.5. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claims.
- 3.6. Selecting and monitoring the attorneys employed to defend claims or suits by or against the MEMBER or the TRUST.
- 3.7. Monitoring claims for subrogation and undertaking recoveries when economically feasible and advisable.
- 3.8. Maintaining monthly reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports are available to each MEMBER and each Trustee as required by policies adopted by the Trust Board.
- 3.9. Providing such reports and documentation as required by any Master Contract.
- 3.10. Preparing and filing reports required by the state or federal government or agencies thereof.

- 3.11. Providing or contracting for loss control education and developing and disseminating a loss control program.
- 3.12. Monitoring frequency and severity of claims' performance of MEMBERS.
- 3.13. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.14. 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.
- 3.15. Developing programs for TRUST expansion.
- 3.16. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.
- 3.17. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.18. Retaining and authorizing outside legal and financial assistance and services.
- 3.19. 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. MEMBER'S 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 MEMBER'S initial year, such MEMBER'S 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. 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  
WITHDRAWAL AND TERM

5.1. A MEMBER may withdraw from membership at any time during the coverage year by giving notice in writing not less than sixty (60) days prior to the effective date of termination of coverage. Failure of a MEMBER to provide written notice of its intention not to renew coverage for a subsequent coverage year, **no later than April 30 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. In the event of early withdrawal, the TRUST shall advise the MEMBER of the short rate cancellation contribution required for the coverage period already provided. This rate shall be based upon the MEMBER'S experience rating and the total TRUST experience. Any contribution in excess of the short rate cancellation rate shall be returned to the MEMBER at the termination of coverage. In the event compensation is being paid on any of the MEMBER'S claims at the time of notice of withdrawal, the short rate cancellation contribution shall be equal to the MEMBER'S entire contribution for the coverage year. Early termination of coverage shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves.

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 MEMBER'S 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 MEMBER'S 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 MEMBER'S 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 Worker 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.

8.3. 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 MEMBER'S 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 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

ASSOCIATED SCHOOL BOARDS  
PROTECTIVE TRUST  
**PROPERTY & LIABILITY**  
**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 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 Property and Liability Trust Fund Participation Agreement, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that actions taken under prior versions of the Protective Trust Joint Powers Agreement and Bylaws and the ASB Property and Liability 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 Property and Liability 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 the obligations arising under the Property and Liability 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 Property and Liability Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2017, to 12 midnight CST, June 30, 2018. The contribution required for such coverage is outlined in the ASB Property and Liability Fund renewal packet dated March 28, 2017.

TOTAL CONTRIBUTION FOR ALL COVERAGES, INCLUDING LOSS FUND, ADMINISTRATIVE FEES, LOSS CONTROL, AND LOCAL AGENT COMMISSIONS, IF APPLICABLE, UNDER THE PROPERTY AND LIABILITY FUND PARTICIPATION AGREEMENT IS \$160,180.

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 \_\_\_\_\_, 2017, at \_\_\_\_\_, South Dakota.

\_\_\_\_\_  
School Board President

I hereby certify that the foregoing Motion was adopted by the \_\_\_\_\_ School Board in open session at a regularly-called meeting on the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Business Manager

ASSOCIATED SCHOOL BOARDS  
PROTECTIVE TRUST  
PROPERTY AND LIABILITY FUND  
PARTICIPATION AGREEMENT

WHEREAS, 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 property and liability 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 PROPERTY AND LIABILITY FUND exists for the purpose of providing property and liability coverage for MEMBER DISTRICTS, their officers and employees;

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 and liability, and worker's compensation coverage for school districts and their officers and employees in South Dakota.
- 1.3. Covered Party -- The DISTRICT identified herein, its officers, its school board, its elected school board members, and its employees while acting within the scope of their employment.
- 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.
- 1.5. Excess Coverage -- Additional coverage limits, also known as "umbrella coverage," providing identified amounts of liability coverage as specified in a written endorsement signed by both parties to this Agreement.
- 1.6. Claims Administrator -- Claims Associates Inc, P.O. Box 1898, Sioux Falls, SD 57101, Telephone (605) 333-9810, FAX (605) 333-9835.
- 1.7. Trust Administrator -- Associated School Boards of South Dakota, P.O. Box 1059, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.



1.8. 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 coverage for all or part of the liability identified herein.

1.9. Occurrence -- Occurrence shall bear the same meaning as the word carries under the applicable Master Contract, depending upon whether the claim arises under property coverage, liability coverage, or errors and omissions coverage.

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

## 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 as damages, **other than punitive or exemplary damages**, because of personal injuries or property damage caused by an occurrence **as defined and limited by the applicable Master Contract** which defines coverage and this Participation Agreement. Copies of the applicable Master Contracts are available to all participating MEMBERS at the office of the Trust Administrator.

2.2. The TRUST will defend any proceeding against the MEMBER seeking damages on account of personal injuries, property damage, or errors and omissions, and will defend any such suit against the MEMBER alleging damages or injuries, within the scope of coverage of the Master Contract, even though such proceeding or suit is determined to be groundless, false, or fraudulent. The TRUST may make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate and expedient. Should the MEMBER'S governing board refuse to approve such settlement, such MEMBER will be solely and individually liable for any amount ultimately awarded, including defense costs in excess of 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 a proceeding or suit, 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 limitation of Section 2.1 and 2.2, and 2.4.a.

2.4.a. Benefits payable by the TRUST pursuant to this Participation Agreement apply only to property losses and liability arising under automobile and personal injury liability, including errors and omissions, within the scope of coverage as defined in the applicable Master Contract.

2.4.b. **Errors and omissions coverage is on a claims made basis.** Suits filed and losses reported within the scope of errors and omissions coverage to the TRUST during the coverage period by a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 and received

from the MEMBER by the TRUST, prior to expiration of coverage under this Agreement, constitutes a claim made 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 contribution computation and shall provide such information to the TRUST at any time during or after the benefit period as the TRUST may direct.

### SECTION III EXCLUSIONS

3.1.a. Exclusions from coverage shall be as provided in this Participation Agreement or the applicable Master Contracts. Generally, exclusions from coverage are intended as warranties.

3.1.b. In order to determine the extent of any exclusion, you must review the current Master Contract.

3.2. No coverage is provided under this Participation Agreement or any Master Contract for any use of the school grounds, buildings, facilities, vehicles, or busses granted by a school board pursuant to SDCL 13-24-20 or as may be amended.

3.3. In the event a court of competent jurisdiction were to finally conclude that SDCL 13-24-20 is unconstitutional and void, Section 3.2 shall be without effect and, in that event, coverage, if any, shall be as provided in the applicable Master Contract.

### SECTION IV TRUST OBLIGATIONS

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 and shall include the following authority and obligations, including but not limited to:

4.1. Evaluation and establishment of reserves for claims.

4.2. Investigation and adjusting of claims.

4.3. Auditing claim losses and expenses incurred prior to making final payment.

4.4. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.

- 4.5. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 4.6. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.7. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.8. 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.
- 4.9. Providing such reports and documentation as required by any Master Contract.
- 4.10. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.11. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.12. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.13. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.14. 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.
- 4.15. Developing programs for TRUST expansion.
- 4.16. 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.
- 4.17. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.18. Retaining and authorizing outside legal and financial assistance.
- 4.19. Costs for administrative services provided to MEMBER DISTRICTS will be in an amount not to exceed ten percent (10%) of annualized contribution earned and to include local agent fees if any.
- 4.20. 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.

## SECTION V

## MISCELLANEOUS

5.1. Coverage Cost. The coverage year shall run from July 1 through June 30 of each year. At least sixty (60) days prior to the end of the coverage year, the Trust Administrator shall calculate and determine each MEMBER'S contribution for the ensuing year and shall notify each MEMBER of said amount. General rating policies may be established by the Trust Board to determine contributions for new MEMBERS. Thereafter, each MEMBER'S loss/claim experience, any other cost associated with coverage's or services to that MEMBER, as well as the total TRUST experience, will be used to establish each MEMBER'S individual contribution.

5.2. Contribution. Each MEMBER'S contribution to the TRUST for a coverage year shall be the amount established by the Trust Administrator and provided to the MEMBER upon invoice. This contribution is subject to assessment in the manner provided in the Trust Bylaws. Membership shall be for one (1) year on an annual basis, provided however, that a new MEMBER may join on a prorated basis for any coverage year at a contribution level established by the Trust Administrator.

5.3. Membership. Membership in the TRUST is subject to approval by the Trust Board and is subject to the provisions of the Trust Bylaws.

## SECTION VI WITHDRAWAL AND TERMINATION

6.1.a. A MEMBER may **withdraw** from membership **at any time** during the coverage year by giving notice in writing not less than sixty (60) days prior to the effective date of termination of coverage. In the event of early withdrawal by providing the sixty (60) day notice established in this section, the MEMBER shall be entitled to the return and refund of seventy-five percent (75%) of its current contribution prorated to the date of withdrawal. Early termination of coverage shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves.

6.1.b. Failure of a MEMBER to provide written notice of its intention not to renew coverage for a subsequent coverage year no later than **April 30** 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.

6.2. 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 VII  
ENTIRE AGREEMENT

7.1. This Participation Agreement, together with the Trust Bylaws and the applicable Master Contracts, constitute the entire agreement between the parties and may not be changed or altered, except in writing approved by the MEMBER and the Trust.

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

SECTION VIII  
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:

8.1. Each MEMBER remains solely and individually responsible for all decisions concerning its safety programs 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.

8.2. If any claim or suit is made or other proceeding is brought against the MEMBER, the MEMBER shall IMMEDIATELY transmit to the Trust Administrator **and** the Claims Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the Trust Administrator or the Claims Administrator to process such proceeding, claim, or suit. **Failure of the MEMBER to provide a copy of any summons and complaint received by the MEMBER within fifteen (15) days of service thereof, or within fifteen (15) days of admitting service thereto, shall void coverage under this Participation Agreement and any Master Contract.**

8.3. 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 suits, 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 first aid, unless such expenditures shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

8.4. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws. **Failure to make timely payment of a contribution voids coverage under this Participation Agreement.**

8.5. The MEMBER does hereby appoint the TRUST as agent to act on the MEMBER'S 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 MEMBER'S 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 is afforded.

8.6. The MEMBER agrees that upon payment of any loss or the incurring of any expense by the TRUST under this Participation Agreement, the TRUST is fully subrogated to the extent of all such payment to all rights of the MEMBER against any person or other entity which is or may be 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.

8.7. 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 MEMBER'S 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 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.

#### SECTION IX MAXIMUM COVERAGE LIMITATIONS

9.1 See renewal proposal dated March 29, 2017 for a summary of coverage limitations and subsequent binders and policies.

SECTION X  
CONTRIBUTION AND TERM OF COVERAGE

The 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 MEMBER'S 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 Property Liability Fund as indicated below.

Huron School District 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

# Huron School District 2-2

150 Fifth St SW – PO Box 949  
Huron, South Dakota 57350-0949

**Business Office**  
(605) 353-6995  
Fax (605) 353-6994

**Kelly Christopherson**  
Business Manager

## Memorandum

Date: January 30, 2017

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson, Business Manager

RE: Substitute Teacher Wages

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Please find attached (1) our substitute teacher pay policy, GCE. These wages were last increased on July 1, 2014; (2) our substitute para-educator pay policy, GDE. These wages automatically increase each year the staff's wages increase. On July 1, 2016 the wages increased 4.50%; and (3) ESD substitute teacher wages.

The school board may want to consider an increase in substitute teacher pay. We have heard from our substitute teacher coordinator that filling our open positions each day is very difficult. We have 46 substitutes signed up but only 8-12 substitutes are readily available on any given day. For example some of our substitutes may only be available one day per week. We currently pay a substitute para-educator more per day than a substitute teacher.

The substitute teacher pay was increased from \$85 per day to \$100 per day on July 1, 2014. Since then the hiring schedule for teacher pay has risen over 20% and the hiring schedule for para-educators has risen over 10%.

My recommendation is to raise substitute teacher pay by \$20 per day bringing our daily rate for days 1-5 in the same position to \$120 per day; days 6-20 in the same position to \$125 per day; and for 21 days and over in the same position \$135 per day.

I estimate the fiscal impact to the General Fund to be approximately \$13,000 per year. This is based on spending about \$66,000 on General Fund substitutes in 2015-2016. This roughly translates to 660 substitute days and at \$20 per day the cost is \$13,200. Please keep in mind the Federal grants and the Special Education Fund also pay for substitute teachers; this is the General Fund impact estimate only.



## **PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT (Substitute Teachers)**

### **Responsibilities**

1. At the beginning of each school year, the superintendent's office will furnish each building principal with a list of qualified substitute teachers.
2. Substitute teacher handbooks define duties and responsibilities of certified personnel; and, as such, are not enumerated here.

### **Rate of Pay**

1. The daily pay for substitute teachers is as follows:

✓ One through five days in the same position	\$100
✓ Six through twenty days in the same position	\$105
✓ Twenty-one days and over in the same position	\$115

The superintendent of schools may deviate from this schedule as he/she deems necessary.

### **Substitute Teacher Training:**

Prior to the start of each school year, each building principal will be responsible for planning and conducting in-service for substitute teachers. A summary of the in-service activities (i.e., in-service agenda) will be on file in each principal's office.

**PART-TIME/SUBSTITUTE SUPPORT STAFF EMPLOYMENT**

**Substitute Pay for Class I & Class II**

Any employee who substitutes for another for an extended length of time, after the first five consecutive working days of the extended length of time, shall receive an increased rate of pay for the remainder of the absence, as defined by the guidelines set forth in the substitute wage letter. (See attached.)

Substitute para-educators will be paid on Experience Step 0 of the Para-Educator “hiring” schedule. The hourly rate of pay is as follows:

Class AAA	\$14.41
Class AA	\$14.25
Class A	\$13.53
Class A1	\$13.53
Class B	\$13.07

Substitutes for food service workers will be hired on the Level II Probation Step of the Food Service ‘hiring’ schedule. The hourly rate of pay is \$12.87 per hour for the 2016-2017 school year. Substitutes will receive the same wage increase as regular food service employees in subsequent years of employment.

Substitute full-time personnel working in place of full-time personnel covered under the negotiated policy will be placed on Step 0 of the Full-Time Personnel “hiring” schedule. The hourly rate of pay is as follows:

Division I/Office Personnel	\$15.76
Division II/Central Delivery	\$16.57

All non-supervisory substitute custodians will be paid \$15.00 per hour.

Supervisory substitute custodians will be paid \$15.50 per hour.

Any classified personnel who currently works for the district and who substitutes for more than five consecutive days in another classified position in a higher pay category will receive a lateral move to the higher hourly pay category of the two, beginning on the sixth day.

**ESD Substitute Teacher Pay**

**FY 2016-2017**

**Source of Information: SASD Salary Survey**

<b>School</b>	<b>Daily</b>	<b>Long-Term</b>
Harrisburg	120.00	140.00
Aberdeen	114.60	130.91
Brandon	110.00	110.00
Brookings	105.00	211.24
Watertown	105.00	105.50
<b>Huron</b>	<b>100.00</b>	<b>115.00</b>
Mitchell	100.00	100.00
Pierre	95.00	170.00
Yankton	90.00	120.00
ESD Average	104.40	133.63
Huron's Rank in the ESD	Tied for 6	6.00