

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
May 8, 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**

May 22	Board of Education Meeting – 5:30 p.m. - IPC
May 22	Athletic Awards Program 7:00 p.m. HHS Auditorium
May 23	Class Day 8:00 a.m. HHS Auditorium
May 24	Baccalaureate 8:00 p.m. Huron Arena
May 25	8 th 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 (from 5/26th to 5/31st – 2 snow days)
June 1	Teacher Checkout
6. **Community Input on Items Not on the Agenda**
7. **Resolution Supporting Wheatgrass Village Apartment & Townhome Complex**
8. **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)
9. **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) Mark Robish / Head Grounds Keeper / \$37,946 per year
 - 2) Douglas Greenwood / Transportation Department – Sub dispatcher and sub bus driver - \$14.53 per hour for dispatching & \$25.00 per hour for sub bus driving
 - 3) TyAnn Buddenhagen / Assistant VB Coach / \$4,136 per year
 - 4) Kelly Hennrich / 8th Grade Volleyball Coach / \$3,102 per year
 - e) **Contracts for Board Approval**
 - 1) Truman Savery / Special Education Teacher – HMS / \$45,803
 - f) **Resignations for Board Approval**
 - 1)

g) **SDHSAA Election Ballots**1) **Division II Representative**

- a. Randy Soma, Brookings High School
- b. Steve Moore, Watertown High School

2) **Amendment to Constitution and Bylaws**

The Administration recommends that we vote for Randy Soma, and "Yes" on the amendment.

(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.)

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

- HMS Destination Imagination for being awarded a \$2,000 grant from the Huron Community Foundation.
- Trent Francom for setting a new school record in pole vault - 15'2" at the track meet held in Pierre on April 21.
- Kristi Kattner and the 4th & 5th graders for a standing room only concert - - Broadway Beat.
- Hannah Schoenfelder, 4th grader at the Washington 4-5 Center, for creating a "Fuel up to Play 60" account. Hannah reported physical activity between January 1st and March 1st and won \$100 worth of physical activity items. The Washington 4-5 Center is a "Fuel up to Play 60" school which encourages students to be physically active.

THANK YOU TO:

- The Huron American Legion Auxiliary and Huron Community Foundation for donating Student Dictionaries to all 3rd graders in our district.
- Huron Parks & Recreation Department for the Arbor Day presentation and for giving each 3rd grade student a tree to take home and plant. They have been doing this for 32 years.
- Liz Little Eagle and Dale Fortin from the City Solid Waste Department for presenting a program on Recycling to the students at the Madison 2-3 Center.

11. REPORTS TO THE BOARD

a) **Donation to the FFA Program**

Representatives of the Sabers family will present a financial donation to Mr. Postma and the Huron Public Schools FFA program.

b) **Business Manager's Report**c) **Superintendent's Report**d) **5 Year Capital Outlay Fund**

12. OLD BUSINESS

a) **Substitute Teacher Wages - Policy GCE - 2nd Reading**b) **Ratify Teacher Negotiations**

13. NEW BUSINESS

- a) HSD Library Media Center Policy and Procedure Manual - Introduction
- b) South Dakota Division of Criminal Investigation Non-Criminal Justice Agency User Agreement
- c) Presentation of Preliminary Budget 2017-2018
- d) South Dakota School District Benefits Fund Adoption & Renewal Motion

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

**RESOLUTION SUPPORTING
WHEATGRASS VILLAGE APARTMENT
& TOWNHOME COMPLEX**

Whereas: The current shortage of adequate middle-income housing makes it difficult for new staff in the school district to find appropriate housing, which impacts the district's ability to attract and retain staff in Huron; and

Whereas: WheatGrass Village is a newly proposed housing complex that meets the expectations of middle-income staff moving to Huron for businesses, schools, healthcare providers, and retail; and

Whereas: Representatives of the Huron Board of Education participated in the TIF Review Committee of the City of Huron where the redevelopment of the Southtown subdivision was addressed; and

Whereas: WheatGrass Village is estimated to result in approximately \$7,000,000.00 in added valuation to the school district; and

Whereas: After the increased taxable valuation is used to pay for necessary infrastructure improvements, the additional property taxes will be able to support the operations of the school district; and

Whereas: The additional property taxes will allow the district to reduce its bond levy, resulting in a tax reduction for current property tax owners;

Therefore be it resolved by the Huron Board of Education that the WheatGrass Village Apartment and Townhome Complex is in the best interests of the Huron community; and

Be it further resolved by the Huron Board of Education that it supports a YES vote on May 16 to approve proposed rezoning that will allow construction of the new facilities in the Southtown Development area of Huron.

Passed this ____ Day of _____, 2017 by a vote of the Board of Education.

(SEAL)

David Wheeler
President

**Huron School District
New Hire Justification**

Date: April 24, 2017

Applicant Information

Applicant Name: Mark Robish
Address: 1070 Arrowbee Court
Phone: 605.350-3729
Education: James Valley Christian
Experience: Lawn care business, Supervisorial
References: R. DeBoer, T. Sletten, D. Tschetter

Reason for New Hire

New Position:
Replacement: Chris Hrubby resignation

Position Information

Department: Buildings and Grounds
Position: Head Grounds Keeper
Supervisor: Rex Sawvell
Responsibilities: Supervise staff, maintain grounds
Hours: 7:30 AM-3:30 PM

Hiring Information

Wages: \$37,946.00
Classification: Class I
Wage Justification: 2016-2017 Salary schedule
Start Date: May 15, 2017
Requested by: Rex Sawvell

**Huron School District
New Hire Justification**

Date: April 24, 2017

Applicant Information

Applicant Name: Douglas E. Greenwood

Address: 509 22nd St. SW, Huron, SD 57350

Phone: 605-951-2250

Education: Huron University, USAF security tech school, USAF K-9 school, and several E 9-1-1 dispatch schools.

Experience: Started the E 9-1-1 center at the Huron Police Dept.

References: K. Bostrom, G. Kludt, J. Hannifan.

Reason for New Hire

New Position: XX (will be a substitute bus driver once he gets his CDL.)

Replacement: XX (dispatching in the mornings until we get someone to replace all of the responsibilities that Lesle Tobkin fulfilled.)

Position Information

Department: Transportation

Position: Sub dispatcher and sub bus driver.

Supervisor: Kathie Bostrom

Responsibilities: Sub dispatch when needed, mostly AM, and sub bus drive once have obtained his CDL.

Hours: Varies

Hiring Information

Wages: \$14.53/hr. for dispatching & \$25.00/hr. for sub bus driving.

Classification: Class 4

Wage Justification: 2016-2017 Hiring schedule for sub. drivers

Start Date: March 31, 2017

Requested by: Rex Sawvell

**Huron School District
New Hire Justification**

Date: May 2, 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 Kelly Hennrich who resigned

Position Information

Department: Athletics

Position: Assistant VB Coach

Supervisor: Shelly Buddenhagen and Terry Rotert

Responsibilities: Coach JV VB

Hours: After school and some Saturday's

Hiring Information

Wages: \$4,136

Classification:

Wage Justification:

Start Date: August, 2017

Requested by: Terry Rotert

**Huron School District
New Hire Justification**

Date: May 3, 2017

Applicant Information

Applicant Name: Kelly Hennrich

Address:

Phone:

Education:

Experience: 10 years varsity assistant

References:

Reason for New Hire

New Position:

Replacement: Replaces TyAnn Buddenhagen who moved to JV

Position Information

Department: Athletics

Position: 8th VB

Supervisor: Shelly Buddenhagen and Terry Rotert

Responsibilities: Coach 8th VB

Hours: After school and some Saturday's

Hiring Information

Wages: \$3,102

Classification:

Wage Justification:

Start Date: August, 2017

Requested by: Terry Rotert

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

Truman Savery

April 27, 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 **\$ 45803** 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 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

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

BS+15

Hired 2017-18 W/BS+15 and 14 years of teaching experience. The above salary reflects the correct wage for the 2017-2018 school year.

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 \$600 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 day of May 2017

Witness: Tony Jahme

Sign here: Truman Savery
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Truman Savery
Present Address 206 S Ave C Apt 2 – Strasburg, ND 58573
Position Applied For Special Education Teacher - HMS

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>BS – Black Hills State Univ</u>	<u>2012/ Special Education K-12</u>
MA Degree	_____	_____
Other	_____	_____

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

<u>Name of School</u>	<u>How Long/Years</u>	<u>Grades/Subjects</u>
<u>Strasburg Public School</u>	<u>2 years / 2015 - 2017</u>	<u>K-12 Music & Special Education</u>
<u>Mott/Regent Public School</u>	<u>1 year/ 2013 - 2014</u>	<u>5-12 Music Teacher/Driver's Ed</u>

4. **Base Salary:** \$ 45,803 **Teaching Assignment:** Special Education Teacher - HMS
Extra Duty: \$ _____ **Ex Duty Assignment** _____
Total Salary: \$ 45,803

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2017 OFFICIAL ELECTION BALLOT
DIVISION II REPRESENTATIVE
TERM: JULY 1, 2017 TO JUNE 30, 2022**

Division II Representative—Representative to be filled by an athletic/activities director. An assistant or vice principal/athletic or activities director who devotes time to athletics/activities would be eligible for the seats open to athletic/activities directors; athletic/activities directors who teach would be eligible for those seats open to athletic/activities directors. This position is currently held by Dr. Jason Uttermark, Principal at Aberdeen Central High School. The Division II Representative member may be nominated from any SDHSAA member school with a 2014-2015 ADM from 919.906 to 517.783. The Division II schools include Watertown High School with a 2014-2015 ADM of 919.906 to Sioux Falls O’Gorman with an ADM of 517.783. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** The person elected will serve a five year term on the SDHSAA Board of Directors and unable to run for reelection.

The deadline for the return of this ballot is **May 30, 2017.**

Randy Soma, Brookings High School

Steve Moore, Watertown High School

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE MAY 30, 2017

Randy Soma – Athletic Director – Brookings High School:

I was born and raised by my parents who were educators and coaches in Fairmont, MN and graduated from Fairmont High School in 1988. I competed in 3 sports (Football, Wrestling & Track) lettering 12 times and earning all-state honors in Football and Wrestling and being named to the Fairmont High School Athletic Hall of Fame in 2003. I attended the University of South Dakota on a football scholarship and graduated in 1993 with a B.S. in Education. My other educational experiences include a Master's Degree in Science with an emphasis in Athletic Administration from SDSU in 1997 and an advanced graduate degree in Educational Administration – K-12 Principal in 2008. I have coached Football, Gymnastics, Track and Wrestling at the high school level as well as three years of College Football Coaching.

In 1998, I became the Activities Administrator for Fairmont, Minnesota. During my thirteen years as Activities Administrator in Fairmont, I was the Dean of Students, District Title IX Coordinator, Hall of Fame Executive Secretary, South Central Conference Executive Secretary, Region 2A Board Member, MNIAAAA Hall of Fame Chair, MSHSL Representative Assembly Member and being named the Region 2A Athletic Administrator of the year in 2008.

In 2011, I was fortunate to become the Activities Administrator for the Brookings School District. While in Brookings, I have been the Eastern South Dakota Conference President, ESD All Conference Chair, Gymnastics Advisory Committee, SDHSAA In/Out of Season Rule Committee, SDIAAAA Scholarship Committee, SDIAAAA Executive Committee and Church Financial Board member. I have been the state tournament coordinator for AA & A Girls Basketball, Gymnastics, Golf, AA Volleyball, and All State Band.

I have been married for 19 years to my wife Jennifer and have been blessed with three daughters; Grace (12), Addison (9), Senja (7). I am an advocate for creating partnerships within our state to increase activity opportunities for all students. I would be honored to represent you in the best interest of our students and believe each school district has a voice no matter the size. I would appreciate your vote for the Division II SDHSAA Board position and thank you for consideration.

Steve Moore – Athletic Director – Watertown High School:

My name is Steve Moore, candidate for the SDHSAA Board of Directors Division II Representative position. I am currently the Activities Director for the Watertown School District. I have been in this position for the last seven years and I have been an educator in South Dakota for the past 26 years. I am a graduate of Beresford High School, I have a Mathematics Education Degree from the University of South Dakota, and Master's Degree in Educational Leadership from the University of Sioux Falls. After graduating from USD, I taught and coached in Watertown for 10 years. After that, I served as a math teacher and the Head Boys Basketball Coach at Rapid City Central High School for four years before becoming an Assistant Middle School Principal in the Rapid City School District. After serving in the Rapid City School District for six years, I was hired as the Assistant Superintendent in the Watertown School District. My work as the Assistant Superintendent in the Watertown School District was so valuable because of the work that I did with the school district budget, curriculum development, human resources, and community outreach. I worked in this role for three years before becoming the Activities Director in the Watertown School District. During the time that I have been the Activities Director in Watertown, I have worked very closely with several of the Activities Directors in South Dakota on various schedules, events, projects, proposals, and ideas. I currently serve on the SDHSAA In/Out of Season Advisory Committee, and we have been blessed to host 13 SDHSAA State Events in Watertown in the last seven years.

I have been a resident of South Dakota my whole life. I have lived in three different areas of the state, and I have been blessed to be a student-athlete, teacher, coach, assistant principal, assistant superintendent, and activities director. I am very passionate about the positive ways that extra-curricular activities impact our students on a daily basis. I feel that I truly understand the essence and importance of high school activities and because of my experiences and willingness to always listen; I have the knowledge and ability to help to positively grow high school extra-curricular activities in South Dakota. I would truly appreciate your support in the election of this SDHSAA Board of Directors position.

SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2017 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 30, 2017**. In order to pass, a proposal must receive a 60% plurality. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 1

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 30, 2017

SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED AMENDMENTS TO CONSTITUTION AND BYLAWS

Proposed Constitutional Change—Submitted by SDHSAA Board of Directors:

As per the SDHSAA Constitution, Article X, page 12, the constitution may be amended in two ways:

SECTION 1. METHOD OF PROPOSING. Amendments to this Constitution or any set of Bylaws hereinafter included may be proposed by the Board of Directors, or by member schools through presentation of a petition signed by the administrators of thirty or more member schools. Proposed amendments must be submitted in writing to the Executive Director thirty days or more prior to the Annual Meeting or Special Meeting in order to be considered at that meeting.

Amend Chapter II – Bylaws for Athletics, Part I Further Eligibility Requirements for Athletic Contests, Section 1, Sub-Section N (additions in **BOLD**, deletions in ~~strikethrough~~, other editorial changes and renumbering not listed):

TRANSFER OF ATHLETIC ELIGIBILITY FOR SDHSAA OPEN ENROLLMENT STUDENTS. Any student who transfers from a member high school to another member high school shall be eligible to participate in interscholastic athletics provided such student has met the standards for SDHSAA athletic open enrollment as defined in the following paragraph:

1. SDHSAA athletic open enrollment students transferring from one high school to another must have the school (s)he leaves file a transcript of credits with the principal of the school to which (s)he is transferring. Until such transcript is filed the student is ineligible.
In order for SDHSAA athletic open enrollment students to be eligible immediately for participation in interscholastic athletics of the SDHSAA, the student must **both: (1) be enrolled on the first day of the school year at the school they are open enrolling to, and, (2) have not competed in any SDHSAA sanctioned athletic contest at the school they are open enrolling from during that school year's athletic season.** Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.
2. For students **who do not meet these criteria** ~~enrolled on the first day of the school year at the school they are open enrolling to:~~
 - a. SDHSAA athletic open enrollment students enrolled in a SDHSAA member school which operates a five (5) day week shall become eligible on the forty-sixth (46th) scheduled day of school provided all other SDHSAA regulations are met. Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.
 - b. SDHSAA athletic open enrollment students enrolled in an SDHSAA member school which operates a four (4) day week shall become eligible on the thirty-seventh (37th) scheduled day of school provided all other SDHSAA regulations are met. Revised 2005 Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.

3. In addition, all such students must meet all other eligibility requirements.
4. For purposes of this Bylaw "standards for open enrollment" shall mean such standards authorized by a public school board as required by SDCL §13-28-40 through and including SDCL §13-28-47. In the case of a non-public school, such comparable standards and time-lines, as set forth in SDCL §13-28-40 through and including SDCL §13-28-47 would be applicable to such school.
5. In such cases, eligibility is applicable to the initial SDHSAA athletic open enrollment transfer only. Any subsequent SDHSAA athletic open enrollment transfer to another high school shall render the student ineligible for one year with one exception. The exception: In the event a student returns to: (1) his/her former school; or (2) where his/her parents reside, the student will not be eligible until the beginning of the following school year.

NOTE: The open enrollment statutes SDCL §13-28-40 through §13-18-47 do not change the Bylaws of the SDHSAA. Thus Chapter II, Part I, Section 1, Sub-Sections (a) and (f) apply to sports eligibility for all open enrollment students.

- Once enrolled in a nonresident district or non-assigned school, the student may remain enrolled and is not required to resubmit annual applications.
- Students who open enroll from one school in a cooperative to the other school(s) in the same cooperative will not have to sit out the 45/36 school day waiting period providing all school(s) in the cooperative coop in all athletic activities in the same gender. Minutes- November 25, 2002

NOTE: See State Statutes section of Athletic Handbook for Open Enrollment Options between North Dakota and Minnesota.

Rationale:

- 1) Once a student reports to practice, and participates in a contest, team membership has been established.
- 2) Once team membership has been established, any student who gains their athletic eligibility through athletic open enrollment, should be required to meet the 45/36 scheduled days of school period of ineligibility, which this rule change enforces for all grade 9-12 students equitably.
- 3) Regardless of the scheduled fall academic start date of member schools, a student should not be able to take advantage of a given situation to represent more than one member school during that sport season.
- 4) This change closes a loophole that presently exists where an incoming freshman could participate in multiple practices and games for a given team in the fall, and then choose to enroll elsewhere without completing an athletic open enrollment that any other student would otherwise have to complete prior to the start of the academic year.

13-16-9.2. Five-year plan required when fund used to construct new facilities or additions. Any school district using the capital outlay fund for payment of construction of new facilities or construction of additions to facilities must develop and maintain a five-year plan on the annual projected revenues and the annual projected expenditures for the capital outlay fund and such projected expenditures shall itemize the projected costs for new or additional facilities.

Source: SL 1977, ch 126, § 1.

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Instructional						
Buchanan (K-1)	Instructional Equipment/Furniture	15,000	15,000	15,000	15,000	15,000
Huron Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Madison (2-3)	Instructional Equipment/Furniture	13,500	13,500	13,500	13,500	13,500
Washington (4-5)	Instructional Equipment/Furniture	12,000	12,000	12,000	12,000	12,000
Riverside Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Elementary	Textbooks	150,000	150,000	150,000	150,000	150,000
Middle School (6-8)	Instructional Equipment/Furniture	19,000	19,000	19,000	19,000	19,000
Middle School	Textbooks	75,000	75,000	75,000	75,000	75,000
High School (9-12)	Instructional Equipment/Furniture	31,000	31,000	31,000	31,000	31,000
High School	Textbooks	100,000	100,000	100,000	100,000	100,000
Vocational	Instructional Equipment/Furniture	11,000	11,000	11,000	11,000	11,000
Pride High	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Special Services	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Our Home	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Library	Elementary Library Books	33,000	33,000	33,000	33,000	33,000
Library	Middle School Library Books	15,000	15,000	15,000	15,000	15,000
Library	High School Library Books	20,000	20,000	20,000	20,000	20,000
Library	Equipment	10,000	10,000	10,000	10,000	10,000
	Total Instructional	515,500	515,500	515,500	515,500	515,500
Technology						
District	Technology - Software Licenses	25,000	25,000	25,000	25,000	25,000
District	Technology - Hardware	80,000	80,000	80,000	80,000	80,000
Elementary	Technology - Hardware	70,000	70,000	70,000	70,000	70,000
Middle School	Technology - Hardware	70,000	70,000	70,000	70,000	70,000
High School	Technology - Hardware	25,000	25,000	25,000	25,000	25,000
High School	Student Technology - Hardware	-	390,000	-	-	-
High School	Student Technology - Apps	5,000	20,000	5,000	5,000	5,000
	Total Technology	275,000	680,000	275,000	275,000	275,000
Support Services						
School Board	Equipment - TV Studio and Broadcasts	5,000	5,000	5,000	5,000	5,000
Supt's Office	Equipment	2,000	2,000	2,000	2,000	2,000
Arena Mgr.	Equipment	7,000	7,000	7,000	7,000	7,000
ESL Office	Equipment	2,000	2,000	2,000	2,000	2,000
Fiscal Services	Equipment	5,000	5,000	5,000	5,000	5,000
Copiers	Equipment	25,000	25,000	25,000	25,000	25,000
Trans. Director	Equipment	2,000	2,000	2,000	2,000	2,000
Bldg and Grounds Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Curriculum Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Transportation	Buses and Fleet Vehicles	220,000	220,000	220,000	220,000	220,000
Food Service	Software Licenses	6,000	6,000	6,000	6,000	6,000
Food Service	Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Dishwasher in Middle School	20,000	20,000	20,000	20,000	20,000
District Wide	Combined Co-Curr. Activities Equipment	10,000			100,000	20,000
TAC	Gymnastics Equipment					
Arena	Arena Score Table	8,000				
High School	Vocal Shells for Behind Risers (9)		22,000			
High School	Band Uniforms		20,000	20,000	20,000	200,000
District Wide	Music Equipment	20,000	20,000	20,000	20,000	20,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Total Support Services		361,000	365,000	343,000	443,000	543,000
Building Improvements						
District Wide	Carpet in various places	50,000	25,000	25,000	25,000	25,000
District Wide	Undesignated Building Repairs	130,000	130,000	130,000	130,000	130,000
District Wide	Roof Repairs	25,000	10,000	10,000	10,000	10,000
District Wide	Maintenance Equipment - Custodians	30,000	30,000	30,000	30,000	30,000
District Wide	Maintenance Agreements - Honeywell	40,000	40,000	40,000	40,000	40,000
High School	Stage Lighting	25,000	25,000			
Arena/High School	Grease Traps	25,000				
Middle School	Refinish Wood Floor	25,000	25,000			
High School	Refinish Wood Floor			25,000		
TAC	Refinish Wood Floor				25,000	
High School	Tuck Point		42,000			
Arena/High School	Tuck Point			44,000		
Arena/High School	Bleachers					
Total Buildings		152,500	327,000	304,000	235,000	235,000
Ground Improvements		502,500	327,000	304,000	235,000	235,000
District Wide	Maintenance Equipment - Grounds	25,000	75,000	75,000	75,000	75,000
Middle School	Repair Bus Drop Off Pavement	50,000				
District Wide	Seal Coat Parking Lots	92,000	50,000	50,000	50,000	50,000
District Wide	Pavement Repairs	50,000	50,000	50,000	50,000	50,000
District Wide	Undesignated Grounds Repairs	25,000	25,000	25,000	25,000	25,000
Tiger Stadium	Parking, Lights, Sound, Irrigation	200,000				
Total Grounds		442,000	200,000	200,000	200,000	200,000
Debt Service						
Arena	Debt Service - Principal	145,000				
Arena	Debt Service - Interest	2,000				
District Wide	Debt Service - Fiscal Agent Fees	1,000	1,000	1,000	1,000	1,000
Madison Phase 1	Debt Service - Principal	80,000	85,000	90,000	90,000	90,000
Madison Phase 1	Debt Service - Interest	56,000	54,000	51,000	51,000	45,000
REED Fund	Debt Service - Principal	30,000	30,000	30,000	30,000	30,000
State Energy Loan	Debt Service - Principal	150,000	150,000	150,000	150,000	150,000
Tiger Stadium	Debt Service - Principal	480,000	560,000	560,000	575,000	590,000
Tiger Stadium	Debt Service - Interest	130,000	125,000	120,000	110,000	89,000
Total Debt Service		1,074,000	1,005,000	1,002,000	1,007,000	995,000
General Fund						
District Wide	Transfer	300,000	300,000	300,000	300,000	300,000
Total General Fund		300,000	300,000	300,000	300,000	300,000
Total Capital Outlay		3,470,000	3,392,500	2,939,500	2,975,500	3,063,500
Unallocated Amount		(100,000)	10,500	498,500	496,500	443,500
Cumulative Unallocated Amount		(100,000)	(89,500)	409,000	905,500	1,349,000
Amount Available to Budget with Max Levy		\$3,370,000	\$3,403,000	\$3,438,000	\$3,472,000	\$3,507,000

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

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

School	Daily	Long-Term
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
Huron	100.00	115.00
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

HURON PUBLIC SCHOOLS

Phone: 605-353-6990
Fax: 605-353-6994

150 5th SW, PO Box 949
Huron, SD 57350-0949
Terry.Nebelsick@k12.sd.us

TERRY D. NEBELSICK, Ed.S
Superintendent of Schools

May 8, 2017

TO: BOARD OF EDUCATION

FROM: Terry Nebelsick, Superintendent
CC: Kelly Christopherson, Business Manager
Rodney Freeman, School Attorney
Huron Education Association Officers

SUBJECT: Ratification of 2017-2018 Negotiated Agreements

The following list contains items the Huron Education Association and School Board agreed to during this years negotiations. The package has been accepted by the HEA.

- | | |
|----------------------|--|
| 1) Policy GCBC-1 (N) | Health Insurance/Benefit Package |
| 2) Policy GCBA-1 (N) | Professional Staff Hiring Schedule 2017-2018 |
| 3) Policy GCBA-2 (N) | Extra Duty Schedule |
| 4) Policy GCBD-9 (N) | Professional Staff Leaves & Absences
(Short Term Leave) |

PROFESSIONAL STAFF FRINGE BENEFITS 2017-2018 Insurance

Health Insurance

The board of education participates in a group insurance plan covering hospital, surgical, and medical costs. For each certified employee who is employed for at least 75% of a full-time contract:

- **Single Premium:** District will pay **\$646.20** per month; the employee pays **\$71.80**.
- **Family Premium:** District will pay **\$1,077.00** per month; the employee will pay **\$718.00**.
- **Employee + 1:** District will pay **\$861.60** per month; the employee pays **\$574.40**.
- If the district employs both husband and wife for at least 75% of a full-time contract, each employee will pay **\$71.80** per month for health insurance coverage.
- Employees on a 50% to 74% contract will receive one-half the above listed benefit contributed to the group insurance plan.
- Employees on a less than 50% contract will receive no insurance benefits from the district.
- Premium increases will take effect July 1st of each year.

Dental Insurance

The board of education participates in a group insurance plan covering dental costs. The school district will pay up to the amount of a single premium per year for each certified employee who is employed for at least 75% of a full-time contract. (If the employee chooses to include dependents in his/her plan, he/she must pay the difference in the single and the family premium.) Employees on a 50% to 74% contract will have one-half of the single premium contributed to the group dental plan. Employees on less than a 50% contract will receive no insurance benefits from the district.

Term Life Insurance

The school district will pay the cost of a single premium or a family premium on a term life insurance policy. Employees on a 50% to 74% contract will have one-half the benefit contributed on a term life insurance policy. Employees on less than a 50% contract will receive no benefits from the district.

The beneficiary amount of the policy shall be \$15,000, plus double indemnity coverage.

There shall be an Employee Insurance Group Committee composed of five (5) teachers, one board member, one administrator, one secretary, and one custodian, which shall make recommendations to the board of education relative to the group insurance carrier and coverage. Under no circumstances shall recommendations be made to the board of education to change group insurance carriers without competitive quotes having been made utilizing the school business manager's normal advertising procedure.

Activity Passes

Employees will receive an activity pass which admits the employee and significant other, and any children living in the household, who accompany the employee to the event. The pass does not admit anyone to fund-raising activities nor to SDHSAA playoff events.

Professional Staff Hiring Schedule
2017-2018

YEAR EXP	16-17	17-18	BA+15	MA	ED.S	ED.D/PH.D	Wellness
			(MA) \$1,500	\$3,000	\$6,000	\$9,000	\$600
0	\$41,967	\$42,363	\$43,863	\$45,363	\$48,363	\$51,363	\$600
1	\$42,087	\$42,407	\$43,907	\$45,407	\$48,407	\$51,407	\$600
2	\$42,260	\$42,529	\$44,029	\$45,529	\$48,529	\$51,529	\$600
3	\$42,384	\$42,703	\$44,203	\$45,703	\$48,703	\$51,703	\$600
4	\$42,509	\$42,829	\$44,329	\$45,829	\$48,829	\$51,829	\$600
5	\$42,656	\$42,955	\$44,455	\$45,955	\$48,955	\$51,955	\$600
6	\$42,710	\$43,103	\$44,603	\$46,103	\$49,103	\$52,103	\$600
7	\$42,710	\$43,158	\$44,658	\$46,158	\$49,158	\$52,158	\$600
8	\$42,764	\$43,158	\$44,658	\$46,158	\$49,158	\$52,158	\$600
9	\$42,976	\$43,213	\$44,713	\$46,213	\$49,213	\$52,213	\$600
10	\$43,101	\$43,427	\$44,927	\$46,427	\$49,427	\$52,427	\$600
11	\$43,248	\$43,554	\$45,054	\$46,554	\$49,554	\$52,554	\$600
12	\$43,378	\$43,702	\$45,202	\$46,702	\$49,702	\$52,702	\$600
13	\$43,843	\$43,834	\$45,334	\$46,834	\$49,834	\$52,834	\$600
14	\$44,307	\$44,303	\$45,803	\$47,303	\$50,303	\$53,303	\$600
15	\$44,771	\$44,772	\$46,272	\$47,772	\$50,772	\$53,772	\$600
16	\$45,235	\$45,241	\$46,741	\$48,241	\$51,241	\$54,241	\$600
17	\$45,699	\$45,710	\$47,210	\$48,710	\$51,710	\$54,710	\$600
18	\$46,163	\$46,179	\$47,679	\$49,179	\$52,179	\$55,179	\$600
19	\$46,627	\$46,648	\$48,148	\$49,648	\$52,648	\$55,648	\$600
20	\$47,091	\$47,117	\$48,617	\$50,117	\$53,117	\$56,117	\$600

Note: Formula(s) for advancing hiring schedule each year:			
Formula A - When raises are % or teachers pay:			
Step 0 of new schedule = (% raise x .90) * Step 0 + Step 0			
Step 1 of new schedule = % raise x Step 0 + Step 0			
Step 2 of new schedule = % raise x Step 1 + Step 1			
Step 3 of new schedule = % raise x Step 2 + Step 2			
Step 4 of new schedule = % raise x Step 3 + Step 3			
Formula B - When raises are flat dollar amount for each teacher:			
Raise = Total \$ available for raise divide by # FTE = Flat \$ Amount per Full time Teacher			
Step 0 of new schedule = (\$ raise x .90) + Step 0			
Step 1 of new schedule = \$ raise + Step 0			
Step 2 of new schedule = \$ raise + Step 1			
Step 3 of new schedule = \$ raise + Step 2			
Step 4 of new schedule = \$ raise + Step 3			

Formula C - Used in 2016 to reflect Leg Ed Package - Flat rate - New teach = Raise - \$120.00

EXTRA DUTY SCHEDULE

GCBA-2 (N)

2017-2018

The base salary for calculation of extra duty salary includes both the salary increase and the wellness incentive. To determine the point value for extra duty salaries, each point will equal 1.3 percent of the extra duty base salary. The extra duty base salary represents the previous year's extra duty base salary plus the full % raise teachers received. **2017-18 = \$39,365** (16-17 extra duty base) x 1.0105% = **\$39,778** * 1.3 % = **\$517** per unit. The extra duty base salary will increase at a rate equal to the average teacher salary increase. *The extra duty base salary is not the base salary on the teacher hiring schedule.*

POSITION	POINTS	SALARY 2017-18
FOOTBALL		
Varsity – Head	13	\$6,721
Varsity – Assistant	8	\$4,136
Sophomore	8	\$4,136
9 th Grade	6.5	\$3,361
8 th Grade	5.5	\$2,844
7 th Grade	5.5	\$2,844
BASKETBALL		
Varsity – Head	14	\$7,238
Varsity – Assistant	8	\$4,136
Sophomore	8	\$4,136
9 th Grade	7	\$3,619
7-8 th Extramural	6	\$3,102
WRESTLING		
Varsity – Head	13	\$6,721
Varsity – Assistant	8	\$4,136
Middle School – Head	6	\$3,102
Middle School – Assistant	5	\$2,585
Combination MS/HS Assistant	4	\$2,068
TRACK		
Varsity – Head (boys & girls)	13	\$6,721
Varsity – Assistant	8	\$4,136
7-8 th Grade	4.5	\$2,327
CROSS COUNTRY		
Varsity – Head (boys & girls)	9	\$4,653
Varsity – Assistant	6	\$3,102
SOCCER		
Varsity – Head (boys & girls)	9	\$4,653
Varsity – Assistant	6	\$3,102
TENNIS		
Varsity	8	\$4,136
Assistant Varsity	5	\$2,585
GOLF		
Varsity	8	\$4,136
Assistant Varsity	5	\$2,585

POSITION	POINTS	SALARY 2017-18
GYMNASTICS		
Varsity – Head	13	\$6,721
Varsity – Assistant	8	\$4,136
VOLLEYBALL		
Varsity – Head	13	\$6,721
Varsity – Assistant	8	\$4,136
9 th Grade	7	\$3,619
7-8 th Grade	6	\$3,102
CHEER/DANCE		
Head Competitive Cheer	8.5	\$4,395
Fall Sideline Advisor	1	\$517
Winter Sideline Advisor w/o Wrest	3.25	\$1,680
Winter Sideline Advisor w/Wrest	4.25	\$2,197
Assistant Competitive Cheer	5.5	\$2,844
Head Competitive Dance	8.5	\$4,395
Assistant Competitive Dance	5.5	\$2,844
ATHLETIC TRAINER		
Head/3 Seasons (Points per season)	8	\$4,136
Asst/3 Seasons (Points per season)	6	\$3,102
HS STUDENT SENATE		
	4	\$2,068
MS STUDENT SENATE		
	3	\$1,551
SPECIAL OLYMPICS COACH		
	6	\$3,102
COLONY TEACHERS		
	2.5	\$1,293
OUR HOME TEACHERS		
	1	\$517
STRENGTH & CONDITIONING		
Each Season	3	\$1,551
HIGH SCHOOL		
Vocal Music Director	8.5	\$4,395
Band Director	11	\$5,687
Summer Band	3	\$1,551
Marching Band Assistants	8	\$4,136
Musical Production Advisor		
(as needed)	4	\$2,068
Musical Orchestra Advisor		
(as needed)	2	\$1,034
All-School Orchestra Director	9	\$4,653
Debate Director	13	\$6,721
Debate Assistant	8	\$4,136
One-Act Play	4	\$2,068
Assistant Director/1-Act Play	3	\$1,551
Three-Act Play	4	\$2,068
Assistant Director/3-Act Play	3	\$1,551
Oral Interp/Per Division	1.75	\$905
Yearbook Advisor	7	\$3,619
Newspaper Advisor	7	\$3,619

POSITION	POINTS	SALARY 2017-18
FFA Advisor	3	\$1,551
FBLA Advisor	3	\$1,551
Video Productions	3	\$1,551
Quiz Bowl Advisor	3	\$1,551
Key Club Sponsor		
(½ to be paid by the district		
½ to be paid by Kiwanis Club)	3	\$1,551
National Honor Society	3	\$1,551
International Club	3	\$1,551
Pep Club	3	\$1,551
MIDDLE SCHOOL		
Band Director	6.5	\$3,361
Vocal Music Director	4.5	\$2,327
MS Play	3	\$1,551
Tiger Cub Follies	1.5	\$776
Oral Interp	3	\$1,551
Newspaper Advisor	2.5	\$1,293
Memory Book	2.5	\$1,293

WORK ASSIGNMENTS FOR ATHLETIC EVENTS:

Workers will be paid \$25 per session for working at varsity football, basketball, wrestling, gymnastics, volleyball, cross country, and track. Workers will be paid \$28 per session for working at “AA” district/regional, “A” and “B” regional and state tournaments in all of the above sports.

A session is defined as an event scheduled to last approximately 3 hours. Some events will count as 1/2 credit. A complete listing of events is available in the activities director’s office, the business manager’s office, and each building.

WORK ASSIGNMENTS FOR BENCH HELP:

Bench help, defined as main clock operator and scorers, will be paid \$30 per session for working at varsity football, basketball, wrestling, gymnastics, and volleyball.

Bench help will be paid \$35 per session for working “AA” district/regional, “A” and “B” regional tournaments in all of the above sports.

Bench help will be paid \$40 per session for working state tournaments in all of the above sports.

Bench help for cross country will be paid only for ESD, Huron Invitational, and state meets.

DRIVER EDUCATION SALARY:

Salary for driver education is \$27.69 per hour. The driver education instructor’s base pay will increase at a rate equal to the average teacher salary increase each year.

LONGEVITY SCHEDULE

In addition to the base extra duty allowance, the following experience schedule will apply:
(effective date - 1981-82 school year)

EXPERIENCE STEP	EXTRA ALLOWANCE
0	1.00 x extra duty salary
1	1.02 x extra duty salary
2	1.04 x extra duty salary
3	1.06 x extra duty salary
4	1.08 x extra duty salary
5	1.10 x extra duty salary
6	1.12 x extra duty salary
7	1.14 x extra duty salary
8	1.16 x extra duty salary
9	1.18 x extra duty salary
10	1.20 x extra duty salary

All extra duty assignments will start on Step 0 in 1980-81. The second year (1981-82) of experience in the particular coaching area will advance the contract to Step 1, etc. Credited experience for teachers new to the system will be at the discretion of the board of education or its designee.

Experience will apply only in the specific activity.

PROFESSIONAL STAFF LEAVES AND ABSENCES (Short Term Leave)

Certified staff members may acquire short term leave by working activities; application form is attached.

Certified staff members who are employed for at least 75% of a full-time contract shall be granted five (5) days short term leave. The first two days will be with no deduction in pay; the third and fourth days will be with substitute pay deduction, and the fifth day will be a substitute deduction of 125% of daily sub rate.

Certified staff members who are employed on a 50% to 74% contract shall be granted two (2) days short term leave. The first day will be with no deduction in pay; the second day will be with substitute pay deduction.

Certified staff members who are employed on less than a 50% contract will not be eligible for short term leave.

Beginning with the 2014-15 school year, certified staff members will carry over - for one year - either or both of the two short-term leave days that have not been used. Carry-over days must be used in the following school year. Any certified staff member who has not used the two days of his/her short term leave by the end of the following school year will be reimbursed for these days up to the amount paid for a full-day substitute. An employee leaving the district will be paid for his/her unused short-term leave days at the conclusion of his/her final year of employment.

Procedures for Leave Requests:

The certified staff member shall submit his/her request for leave on a leave application form to the building principal's office for principal and superintendent approval at least five (5) working days in advance of the anticipated absence. A copy of the leave form shall be filed with the building principal or immediate supervisor. In cases of an emergency, the staff member shall make application as far in advance of the anticipated absence as is possible.

Leave granted under this policy shall be subject to staffing requirements and shall not, except for extenuating circumstances to be determined by the administration, be granted during the first ten (10) school days or last five (5) school days of the school year, nor the first or last week of the period of the individual's employment, nor on the first working day preceding or following Christmas vacation, nor conference days, nor on any day in the opinion of the administration when the educational process would be unnecessarily disrupted. Short term leave may be granted prior to and following other vacations and holidays provided that no more than 10% of the staff of any building may be excused and that no more than one day short term leave may be used by any individual in conjunction with a vacation or holiday period.

An applicant for leave under this policy need not state the reasons for which the leave is sought.

Under rare circumstances, the superintendent of schools may grant additional days leave at full pay deduction.

April 20, 2017

HSD Library Media Center personnel reviewed and revised the HSD Library Media Center Policy and Procedure Manual. The group wishes to submit it to the Huron School District Board of Education for approval.

The following changes were made:

- Removed references to Accelerated Reader Program and to Channel One recording as neither are available in our schools any longer
- Upkeep of library websites was removed as we no longer have the School Center webpages.
- Removed references to the tablet carts and Freshman Day participation for the high school library.
- Updated the high school library overdue notice procedure to reflect that we no longer email staff lists of students with overdue library items.
- Removed the old version of Board Policy IIBG which is the Use of Technology Resources. Replaced it with a statement about the Use of Technology Resources policy and a link to that policy.

Thank you for your consideration of this matter.
Huron School District Library personnel

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

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**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

HURON DISTRICT MISSION STATEMENT

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

**HURON SCHOOL DISTRICT LIBRARY MEDIA CENTERS'
MISSION STATEMENT**

Students will develop the ability to access, evaluate, and use information in a variety of formats as well as a lifetime reading habit.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

PHILOSOPHY

Huron School District Library Media Centers

- are an integral part of the district's educational system assisting staff and students in the learning process.
- are responsible for the development of a comprehensive collection that is timely and based upon abilities, interest, and the needs of students and staff.
- provide physical and intellectual access to information in all available formats.
- provide learning opportunities that encourage knowledgeable users and creators of information.
- provide assistance in the use of instructional and professional technology.
- provide full support of curriculum and district/state standards.
- share responsibility with instructors in the teaching of information literacy and research skills.
- provide each student with the opportunity to develop a lifelong reading habit.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

ELEMENTARY PERSONNEL

Elementary library media centers are staffed by library para-educators. There may be RSVP and parent volunteers in each center who help with special projects and clerical work.

All classified librarians may have various other duties as assigned by the building principals in addition to their media center work.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

ELEMENTARY CLASSIFIED LIBRARIAN JOB DESCRIPTION

I. Clerical duties.

- A. Circulation – check books in and out and re-shelve.
- B. Maintain records by doing periodical backups and overdue notices.
- C. Process materials in a timely manner using the electronic library system.
- D. Do minor book repair.
- E. Follow a regular weeding rotation schedule.
- F. Provide information for state library statistical report at the end of the year.
- G. Remove books stamped "discarded" from catalog and stacks.
- H. Book selection – keep current with trends and curriculum using recommended titles from library journals.
- I. Check other sources for materials not located in the building media center.
- J. Meet with supervisor on a regular basis.

II. Media center atmosphere.

- A. Provide bulletin boards and book displays.
- B. Promote and organize reading promotions.
- C. Conduct book fairs.
- D. Keep the center neat and well organized.
- E. Maintain discipline with students at all times.

III. Patron services.

- A. Instruct the students in the use of the catalog and the finding of books in the stacks.
- B. Assist the students in book selection and research, etc.
- C. Be of assistance to teachers and staff members in the selection of materials to support the curriculum.
- D. Work with teachers in the scheduling of library time for their classes.
- E. Conduct a storytime for kindergarten and first grade students.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

ELEMENTARY SERVICES

Media services consist of information skills, curriculum support, material circulation, facility and resource sharing.

Interlibrary loans requests that cannot be fulfilled within the district elementary library media centers can be sent to the high school library media center for out-of-district loans via South Dakota Share-It. These interlibrary loans will be for a specific time period and must be returned on time or the high school center will lose the loan privileges for a year.

The primary focus of the elementary classified librarian is to acquaint the students with library procedures and to teach information literacy, which is a life-long skill. This process will be guided by the current South Dakota School Library Standards (access at <http://doe.sd.gov/contentstandards/>). These skills will prepare students for middle school and high school library media center use with confidence.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

ELEMENTARY POLICIES & PROCEDURES

LIBRARY HOURS

Elementary Libraries are open various hours. Please check with the building office for library hours.

CIRCULATION PROCEDURES:

- **Student checkouts – books:** Check with individual library
- **Overdues:** Notices are sent out to students as needed. Notes are sent home to parents regarding payment for lost or damaged books.
- **Staff checkouts:** Teachers and staff members may check out books, periodicals, and AV material and equipment for an unlimited time.

EQUIPMENT MAINTENANCE:

Major repairs are taken care of by technology personnel or sent out of district to local repair businesses.

HURON SCHOOL DISTRICT 2-2 LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL

OVERVIEW OF CERTIFIED LIBRARY MEDIA SPECIALISTS' RESPONSIBILITIES

Administrative

- Schedule, train, and supervise the adult and student aides, and volunteers.
- Coordinate library media center attendance, publicity, public relations, routines, media programs, and regulations.
- Collection development--evaluate, select and weed periodicals, books, audio-visual materials/equipment, and hard/software.
- Supervise the online catalog and circulation of media materials/equipment. Maintain Destiny website.
- Evaluate media services in terms of local needs and regional, state, and federal standards.
- Maintain the financial and statistical records of the media center. Complete the South Dakota State Library statistical report for the district.
- Cooperate with administration and school organizations and attend department and faculty meetings and in-service. Prepare for and direct district library meetings.
- Promote the importance of library media centers in education by serving on community-wide projects, speaking to local organizations, and presenting to the school board.
- Acquire, process, distribute, and inventory all materials and equipment, as well as choose those items needing to be rebound, repaired, or discarded.
- Provide an opportunity for staff and student participation in the selection of media center materials.
- Complete minor equipment repair and complete work order forms for major repairs.
- Participate actively in media and education associations.
- Read for professional growth and information.

Instructional

- Provide media services, materials, and equipment to meet the needs of the school curriculum.
- Provide reference services, bibliographies, and reading guidance for staff and students.
- Provide traditional and innovative resources for use as teaching and learning tools.
- Information literacy and critical thinking. This process will be guided by the current South Dakota School Library Standards (access at <http://doe.sd.gov/contentstandards/>).
- Encourage collaboration between classroom faculty, students and the library media specialist.
- Assist students and staff with technology when able. Prepare special equipment requests (LCDs etc)

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

MIDDLE SCHOOL LIBRARY AIDE JOB DESCRIPTION

I. The aide will assist the SLMS (School Library Media Specialist) with the following clerical duties:

- A. Circulation – assign patron barcodes, create and maintain patron library records, check books in and out and re-shelve, assess and collect fines.
- B. Maintain records by updating patron and materials information and policies on Follett as needed, and doing periodical backups and overdue notices.
- C. Process materials in a timely manner using the electronic library system.
- D. Daily processing of newspapers and periodicals.
- E. Evaluate materials and AV equipment for needed repairs, do minor repairs and troubleshooting, keep track of book and equipment parts replacement needs, as well as keeping a supply inventory.
- F. Weeding of the collection, removing of “discarded” books from the catalog and stacks, and listing gaps in the collection as a result of the weeding.
- G. Assist with scheduling of equipment use, computer lab time, and class time in the library.
- H. Book selection -making suggestions for new books to purchase using recommended titles from library publications, catalogs, and circulation statistics, and maintaining a new materials request list from students and staff.
- I. Check other sources for materials not located in the building media center in regard to interlibrary loans.
- J. Assist in the preparation of the library for the school year and closing out the year with an automated collection inventory and an accounting of all teacher-use materials/equipment.
- K. Help provide statistics for the completion of the state library statistical report at the end of each school year.
- L. Help with instruction of student aides, volunteers, and substitutes as to their duties, and of staff in the use and basic maintenance of AV equipment and computers.

II. The aide will assist the SLMS in maintaining a positive media center atmosphere.

- A. Maintain and rotate appropriate current bulletin boards and book displays.
- B. Promote reading by recommending books to teachers and students in various formats (displays, book talks, bibliographies, etc.).
- C. Assist in keeping the center neat and well organized.
- D. Maintain student discipline at all times.

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LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

**MIDDLE SCHOOL LIBRARY MEDIA CENTER
POLICIES AND PROCEDURES**

- The library media center is available during the day from 8:00 – 3:30.
- Materials may be checked out to middle school students, staff, volunteers, and parents.
- Staff from other district buildings may check out materials.

Circulation policy for

Students:

Books – two weeks
Reference – overnight

Staff:

Books - unlimited
Reference - overnight
Equipment – staff only

Overdue Notices:

A list of students with overdue library materials is distributed to teachers.

Fines:

All materials – five cents a day after a three-day grace period, except a one-day grace period for temporary and overnight materials.

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LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

HIGH SCHOOL LIBRARY AIDE JOB DESCRIPTION

I. The aide will assist the SLMS (School Library Media Specialist) with the following clerical duties:

- A. Circulation –check books in and out and re-shelve, assess and collect fines.
- B. Maintain records by updating patron and materials information and policies on electronic library system as needed.
- C. Process materials in a timely manner using the Follett Library system.
- D. Daily processing of newspapers and periodicals.
- E. Evaluate materials and AV equipment for needed repairs, do minor repairs and troubleshooting, keep track of book and equipment parts replacement needs, as well as keeping a supply inventory.
- F. Weeding of the collection and the removal of “discarded” books from the catalog and stacks, and listing gaps in the collection as a result of the weeding.
- G. Book selection -making suggestions for new books to purchase using recommended titles from library publications, catalogs, and circulation statistics, and maintaining a new materials request list from students and staff.
- H. Check other sources for materials not located in the building media center in regard to interlibrary loans.
- I. Assist in the preparation of the library for the school year and closing out the year with an automated collection inventory.
- J. Help provide statistics for the completion of the state library statistical report at the end of each school year.
- K. Help with the instruction of student aides, volunteers, and substitutes as to their duties.

II. The aide will assist the SLMS in maintaining a positive media center atmosphere.

- A. Maintain and rotate appropriate current bulletin boards and book displays.
- B. Promote reading by recommending books to teachers and students in various formats (displays, book talks, bibliographies, etc.).
- C. Assist in keeping the center neat and well organized.
- D. Maintain student discipline at all times.

III. The aide will assist the SLMS with the following patron services.

- A. Assist the students in book selection and research, the use of the catalog, the finding of books in the stacks, and computer use.
- B. Be of assistance to teachers and staff members in the selection of materials to support the curriculum and by developing bibliographical lists.
- C. Oversee the taking of makeup tests by students in the library.

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**HIGH SCHOOL LIBRARY MEDIA CENTER
POLICIES & PROCEDURES**

- The library media center is available during the day from 7:30 am -3:30 pm.
- Materials may be checked out to high school students and staff, Pride High students and staff, staff from other buildings in the district, and to students from other buildings after review for appropriateness of materials.
- HHS students and staff must have current HHS ID in order to check out library materials.

Circulation Policy for HHS Students:

Books—14 school days
Periodicals (back issues)—overnight
Reference & Teacher Edition books—5 school days
AV Equipment—one class period

Circulation Policy for HHS Staff:

Books—unlimited use
Periodicals—overnight
Reference and Teacher Edition books—10 school days
Av Equipment—unlimited use

Overdue Notices:

Automated email notices will be generated by Destiny each Monday. These emails contain information on materials checked out, overdue materials and estimated fines. Fines not paid by the end of the year will be posted on DDN Campus.

Fines:

All materials – ten cents a day after a three-day grace period, except a one-day grace period for temporary and overnight materials.

Payment of fines:

Students may pay book fines with cash or appropriate books and magazines in good condition. The magazines should have a publication date

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within the last year. School supply and printing charges must be paid with cash.

Lost Books:

Items that are lost must be paid for at replacement cost. Should the item be returned within 2 weeks of the close of school, the student will receive a full refund if book was reported "lost" in a timely manner.

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LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

**PROCEDURES FOR SELECTION
OF
CURRICULUM AND LIBRARY/MEDIA MATERIALS**

Objectives for Selection

The Huron School District hereby declares that its selection procedures are

1. to provide a wide range of curriculum and library materials on all levels of difficulty, to enrich and support the curriculum and the personal needs of the students, taking into consideration their varied interests, abilities, maturity levels, learning styles and diverse backgrounds.
2. to provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
3. to provide a background of information which will enable students to make intelligent judgments in their daily lives.
4. to provide materials on opposing sides of controversial issues so that students may develop, under guidance, the practice of critical reading and thinking.
5. to provide materials that represent the many religious, ethnic and cultural groups, and reflect their contributions to our American heritage.
6. to place principle above personal opinion and reason above prejudice in the selection of curriculum and library materials.

Responsibility for Selection

The Huron School District Board of Education is legally responsible for the operation of the school. The selection of materials for the Huron School District Library Media Centers is the assigned responsibility of the professionally trained media center personnel. Members of the administration, faculty, supervisors, students and community members are invited to make suggestions for purchases. These suggestions will be reviewed by the professional staff and selected based on selection objectives and criteria.

HURON SCHOOL DISTRICT 2-2 LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL

Criteria for Selection

Selection of media center materials is a continuous process, based on the needs of a constantly changing and evolving curriculum and the ever-changing and diverse interests and needs of patrons served. The educational goals of the school district, learning and teaching styles, and existing materials must be considered in the selection of media center resources.

Media center materials shall:

- support and contribute to the educational goals of the school, district and state.
- be appropriate for the subject area and age of the intended patron.
- represent differing viewpoints on controversial issues.
- have artistic, historic, and/or literary qualities or scientific accuracy.
- be current and up to date. Materials must be relevant to today's world—reflecting problems, aspirations, attitudes and ideals of a pluralistic society.
- have a physical format and appearance that is appropriate for intended use.
- meet the educational and recreational interests of all patrons.
- be selected for their strengths rather than rejected for their weaknesses.

Literary excellence may be the sole criterion for selection of some materials.

Meeting requirements of individuals with limited reading ability or limited vision may support the addition to the collection.

Books should have durable bindings and be physically attractive to the respective interest level.

eBooks should be available in a format and on hardware that is available to all students in particular schools.

Databases purchased for student use shall meet selection criteria.

Procedures for Selection

In selecting curriculum and library materials for purchase, professional personnel evaluate the existing collection and consult reputable, evaluation selection tools and, on occasion, consult students or adults with knowledge of the subject matter being considered.

Teachers from all departments and/or grade levels are consulted with for their recommendations for curriculum and library materials.

At the secondary level, one or more teachers may teach a course. No materials are purchased which do not meet the approval of all teacher(s) as well as the curriculum director.

The Huron School District Media Centers are given a budget for books, audiovisual materials, periodicals, and online database subscriptions. Additional budgets are allocated for supplies and capital outlays.

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Audiovisual equipment needs are evaluated on a continuing basis. Criteria for replacement include: operating condition, age, need for equipment, cost of repair compared to new, and faculty recommendation. Necessary equipment will be purchased with library funds or building funds.

Selection is an ongoing process which should include the removal of materials no longer appropriate and the replacement of lost and worn materials still of educational value.

Donations and Gifts

Donations to Huron School District Library Media Centers are welcomed and appreciated, providing they meet the criteria of our selection policy. Donations that are accepted become the property of the Huron School District and are subject to the terms of the LMC Collection Development policy. Accepting gifts or donations is the responsibility of the professional library staff. Large donations shall be brought to the attention of school administrators.

Monetary gifts are welcomed and will be subject to the conditions listed in the previous paragraph. The professional library staff will treat these funds in the same manner as school district allocated monies.

Donors and library staff will fill out a "Donation Acknowledgement Form" in duplicate, one copy for the donor and one copy to be filed in the LMC. Donors must accept all conditions of the Collection Development Policy. (Form B1)

Interlibrary Loans

Due to limited budget, space and the amount of information that is available, the media center cannot provide all materials that are requested. Therefore, interlibrary loan is used to obtain materials that are beyond the scope of the Huron School District collection. In return for utilizing interlibrary loans to satisfy the need of our patrons, the Huron High School Library agrees to lend its materials to other libraries through the same interlibrary loan network, South Dakota Share-It.

Weeding Policy

The weeding or reevaluation of the library media center collection is an essential, continuous task. The process must be done to assure the media center collection is useful, accurate and relevant. In completing this task, the SLMS and community served must remember that books and materials in the media center are consumable items and are not meant to last forever. (Livingston, 1997) The SLMS must consider the School and Library Media Center Missions, the school's curriculum, collection and the clientele.

Goals:

- A balanced, up-to-date collection that is age and grade level appropriate
- To support changing curriculum
- To utilize space efficiently

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- To pull items for repair, rebinding and replacement
- To provide best quality collection possible
- To provide inviting, clean atmosphere
- To correct mistakes

Guidelines:

Weeding and reevaluation will use the criteria of the selection policy. (See previous segment). The following are guidelines for removal from collection:

- Out-dated (Is a newer version or edition available?).
- Inaccurate, irrelevant
- Inappropriate
- Unneeded duplicate
- Biased, sexist or racial
- Has not circulated for five years
- Damaged, worn, missing pages, dirty—poor appearance
- Material may be obtained elsewhere
- Equipment no longer works or is obsolete
- Materials in obsolete formats
- Weed obvious items as they are handled

The following items should be considered for retention:

- Local interest items—titles, materials, authors
- Standard titles
- Rare or valuable items
- Items useful to special groups or individuals

Responsibility:

Reevaluation of media center items is the responsibility of the professionally trained media center personnel. Individual bias and interest are not allowed to dominate (Bushing).

What to do with removed items:

- Stamp with "Discard", remove pocket, remove record from electronic data bases, books removed from the library that will be destroyed should be torn and all labels removed.
- Items, other than books, purchased through capital outlay funds must have appropriate paperwork (destroy/move/surplus). (Form B4)
- Disposal of items that do not go to the surplus sale (i.e. books) are to be placed in the garbage if not placed in teachers' rooms or sold. Books may not be given away to individuals, but may be donated to the Public Library if they have been contacted and they agree to accept them.

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For help in weeding the SLMS may refer to one or more of the following:

- CREW
- Titlewave
- HW Wilson Senior High Catalog
- Age guidelines such as CREW and Titlewave
- Faculty when appropriate

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**Documents
and
Forms**

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**PROCEDURE FOR RECONSIDERATION
OF
CURRICULUM AND LIBRARY MEDIA CENTER MATERIALS**

The Huron School District supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the Library Bill of Rights of the American Library Association, the Students' Right to Read of the National Council of Teachers of English, and The Freedom to Read statement of the ALA and AAP. (These three documents are included in the Appendix.)

When materials are challenged, the following procedures are to be used for reconsideration of curriculum and library materials:

1. Accept all verbal complaints in a courteous manner. Make no commitments. Complaints should be directed to the SLMS.
2. If unable to resolve the complaint informally, the complainant is informed of the selection procedure and is given a formal "Request for Reconsideration of Curriculum or Library Materials Form" that he/she may submit to the librarian. (Form follows this section)
3. The appropriate personnel are informed of the complaint.
4. Challenged materials continue to be used during the reconsideration process.
5. Upon receipt of the completed form, the principal requests review of the challenged material by an ad hoc materials review committee and notifies the superintendent that such a review is taking place. The review committee, appointed by the principal, includes the curriculum coordinator, the media specialist, one or more classroom teachers, one or more parents, and one or more students (at the high school level only). The material is to be reviewed by the committee within 15 school days. Vacation days and weekend days are excluded.
6. The review committee takes the following steps after receiving the challenged materials:
 - a. reads, views, or listens to the material.
 - b. checks general acceptance of the material by reading reviews and consulting recommended lists.
 - c. determines the extent to which the material supports the curriculum.
 - d. judges the material for its strength and value as a whole and not in part.
7. The review committee presents a written recommendation to the superintendent and the board of education.
8. The challenged materials are retained or withdrawn as mandated by the decision of the board of education.

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**CITIZEN'S REQUEST FOR RECONSIDERATION
OF INSTRUCTIONAL/CURRICULAR/LIBRARY MATERIALS**

School: _____

Name of Complainant: _____

Address: _____

Phone: _____

Complainant represents:

_____ Self

_____ Organization (name) _____

_____ Other Group _____

Author and title of challenged item _____

Type of material (e.g. book, film, etc.) _____

Source, publisher, producer, etc. _____

Copyright or release date _____

Date complainant reviewed material in its entirety _____

Describe and locate [e.g. page numbers in a book, scene(s) in a video, etc.] objectionable material.

Why does the complainant believe material is inappropriate for use? _____

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What does the complainant believe might result from continued use of this material? _____

Are there conditions under which you believe this material might be a value to the instructional program?

What do you believe is the theme and purpose of this item? _____

Are you aware of the judgment of this work by critics or authoritative sources? _____

Are you aware of the instructional purpose for using this work? _____

What would you prefer your school personnel to do about this piece of material?

- _____ Do not assign or recommend it to my child.
- _____ Withdraw it from all students.
- _____ Withdraw it for re-evaluation by the department.
- _____ Restrict for special use under a specific teacher' guidance.
- _____ Assign alternative material.
- _____ Other

Upon receipt of this completed form, the principal will request review of the challenged material by an ad hoc review committee. The committee may consist of a teacher and/or department chairperson, principal, parent, students (when appropriate), curriculum specialist, media specialist. A committee shall be appointed and shall be convened within 20 days after the complaint has been filed with the school principal. Vacation days and weekend days are excluded, except during the summer.

Complainant

Date

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Copyright Policy

The Huron School District will abide by the revised Copyright Law (P.L. 94-553). The media center specialist, staff, and students will follow the "Fair-use" rule that allows them to duplicate work without permission from or payment to the copyright owners.

1. The four "fair-use" key criteria must be met.
 - a. Purpose and character of the use – in other words, how will the materials be used and by whom?
 - b. Nature and format of the copyrighted work. Each format has different allowable uses.
 - c. Amount and importance of the portion used in relation to the copyrighted work as a whole.
 - d. Effect of the intended use upon the potential market value of the copyrighted work. Will the copyright holder lose sales as a result?
2. The media specialist as copyright coordinator will be the one who can answer questions concerning the copyright law.
3. A notice warning copy machine users will be posted. This will absolve the school of any wrong doing and will place liability upon the person doing the copying.

Wording for notice recommended by the American Library Association:

NOTICE: THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17 U.S. CODE)
GOVERNS THE MAKING OF COPIES OF COPYRIGHTED MATERIAL. THE PERSON USING
THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

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HURON SCHOOL DISTRICT LIBRARY MEDIA CENTERS PRIVACY POSITION STATEMENT

The Huron School District Library Media Centers will protect and promote the privacy and confidentiality of patron records whenever possible in accordance with South Dakota law [SDCL 1-27-1.5(11)] and the Family Educational Rights and Privacy Act (FERPA).

Circulation records and other personally identifiable information will be purged from our records upon the student's exit from the Huron school District.

In collecting information for the library management system, the following questions should be considered:

- Do we need this information to operate efficiently?
- How long do we need to keep the information?
- How will we protect the information we have collected?
- How will we destroy the information we have collected?
- How will we educate our library community about what information we collect and why we collect it?

Upon consideration of these questions, district library staff will consult with the district library committee and administration to assure patron privacy is appropriately protected.

HURON SCHOOL DISTRICT LIBRARY MEDIA CENTERS TECHNOLOGY USE STATEMENT

The Library Media Centers in the Huron School District abide by the Use of Technology Resources Policy, HSD School Board Policy IIBG, and expects students and staff using our technology to abide by the same rules. This policy is available in print in your building's library or on the HSD Website.

http://www.huron.k12.sd.us/files/9414/4968/5444/IIBG_Use_of_Technology_Resources_Policy.pdf

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Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948.
Amended February 2, 1961, and January 23, 1980,
inclusion of "age" reaffirmed January 23, 1996,
by the ALA Council.

HURON SCHOOL DISTRICT 2-2 LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL

THE FREEDOM TO READ

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with

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faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be

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legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of

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life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, June 30, 2004, by the ALA Council and the AAP Freedom to Read Committee.

A Joint Statement by:

American Library Association
Association of American Publishers

Subsequently endorsed by:

American Booksellers Foundation for Free Expression
The Association of American University Presses, Inc.
The Children's Book Council
Freedom to Read Foundation
National Association of College Stores
National Coalition Against Censorship
National Council of Teachers of English
The Thomas Jefferson Center for the Protection of Free Expression

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The Students' Right to Read

1981

The current edition of The Students' Right to Read is an adaptation and updating of the original Council statement, including "Citizen's Request for Reconsideration of a Work," prepared by the Committee on the Right to Read of the National Council of Teachers of English and revised by Ken Donelson.

The Right to Read and the Teacher of English

For many years, American schools have been pressured to restrict or deny students access to books or periodicals deemed objectionable by some individual or group on moral, political, religious, ethnic, racial, or philosophical grounds. These pressures have mounted in recent years, and English teachers have no reason to believe they will diminish. The fight against censorship is a continuing series of skirmishes, not a pitched battle leading to a final victory over censorship.

We can safely make two statements about censorship: first, any work is potentially open to attack by someone, somewhere, sometime, for some reason; second, censorship is often arbitrary and irrational. For example, classics traditionally used in English classrooms have been accused of containing obscene, heretical, or subversive elements. What English teacher could anticipate judgments such as the following--judgments characteristic of those made by many would-be censors:

- Plato's *Republic*: "This book is un-Christian."
- George Eliot's *Silas Marner*: "You can't prove what that dirty old man is doing with that child between chapters."
- Jules Verne's *Around the World in Eighty Days*: "Very unfavorable to Mormons."
- Nathaniel Hawthorne's *The Scarlet Letter*: "A filthy book."
- Shakespeare's *Macbeth*: "Too violent for children today."
- Fyodor Dostoevsky's *Crime and Punishment*: "Serves as a poor model for young people."
- Herman Melville's *Moby Dick*: "Contains homosexuality."

Modern works, even more than the classics, are criticized as "filthy," "un-American," "overly realistic," and "anti-war." Some books have been attacked merely for being "controversial," suggesting that for some people the purpose of education is not the investigation of ideas but rather the indoctrination of certain set beliefs and standards. The following statements represent complaints typical of those made against modern works of literature:

- J. D. Salinger's *The Catcher in the Rye*: "A dreadful, dreary recital of sickness, sordidness, and sadism." (Without much question, Salinger's book has been for some time the most widely censored book in the United States.)
- Kurt Vonnegut's *Slaughterhouse-Five*: "Its repetitious obscenity and immorality merely degrade and defile, teaching nothing."
- Harper Lee's *To Kill a Mockingbird*: "The word rape is used several times. Children should not see this in any literature book."

Some groups and individuals have also raised objections to literature written specifically for young people. As long as novels intended for young people stayed at the intellectual and emotional level of *A Date for Marcy* or *A Touchdown for Thunderbird High*, censors could forego criticism. But many contemporary novels for adolescents focus on the real world of young people--drugs, premarital sex, alcoholism, divorce, high school gangs, school dropouts, racism, violence, and sensuality. English teachers willing to defend the classics and modern literature must be prepared to give equally spirited defense to serious and worthwhile adolescent novels.

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Literature about ethnic or racial minorities remains "controversial" or "objectionable" to many adults. As long as groups such as Blacks, Indians, Orientals, Chicanos, and Puerto Ricans "kept their proper place"--awarded them by an Anglo society--censors rarely raised their voices. But attacks have increased in frequency as minority groups have refused to observe their assigned "place." Though nominally, the criticisms of racial or ethnic literature have usually been directed at "bad language," "suggestive situations," "questionable literary merit," or "ungrammatical English" (usually oblique complaints about the different dialect or culture of a group), the underlying motive for some attacks has unquestionably been racial. Typical of censors' criticisms of ethnic works are the following comments:

- Ralph Ellison's *Invisible Man*: "The book is biased on the black question."
- Anne Frank's *Diary of a Young Girl*: "Obscene and blasphemous."
- Eldridge Cleaver's *Soul on Ice*: "Totally objectionable and without any literary value."

Books are not alone in being subject to censorship. Magazines or newspapers used, recommended, or referred to in English classes have increasingly drawn the censor's fire. Few libraries would regard their periodical collection as worthwhile or representative without some or all of the following publications, but all of them have been the target of censors on occasion:

- *National Geographic*: "Nudity and sensationalism, especially in stories on barbaric foreign people."
- *Scholastic Magazine*: "Doctrines opposing the beliefs of the majority, socialistic programs; promotes racial unrest and contains very detailed geography of foreign countries, especially those inhabited by dark people."
- *National Observer*: "Right-wing trash with badly reported news."
- *New York Times*: "That thing should be outlawed after printing the Pentagon papers and helping our country's enemies."

The immediate results of demands to censor books or periodicals vary. At times, school boards and administrators have supported and defended their teachers, their use of materials under fire, and the student's right of access to the materials. At other times, however, special committees have been formed to cull out "objectionable works" or "modern trash" or "controversial literature." Some teachers have been summarily reprimanded for assigning certain works, even to mature students. Others have been able to retain their positions only after initiating court action.

Not as sensational, but perhaps more important, are the long range results. Schools have removed from libraries and classrooms and English teachers have avoided using or recommending works which might make members of the community angry. Many students are consequently "educated" in a school atmosphere hostile to free inquiry. And many teachers learn to emphasize their own safety rather than their students' needs.

The problem of censorship does not derive solely from the small anti-intellectual, ultra-moral, or ultra-patriotic groups which will always function in a society that guarantees freedom of speech and freedom of the press. The present concern is rather with the frequency and force of attacks by others, often people of good will and the best intentions, some from within the teaching profession. The National Council of Teachers of English, the National Education Association, the American Federation of Teachers, and the American Library Association, as well as the publishing industry and writers themselves agree: pressures for censorship are great throughout our society.

The material that follows is divided into two sections. The first on "The Right to Read" is addressed to parents and the community at large. The other section, "A Program of Action," lists Council recommendations for establishing professional committees in every school to set up procedures for book selection, to work for community support, and to review complaints against any book or periodical.

The Right to Read

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An open letter to the citizens of our country from the National Council of Teachers of English

Where suspicion fills the air and holds scholars in line for fear of their jobs, there can be no exercise of the free intellect. . . . A problem can no longer be pursued with impunity to its edges. Fear stalks the classroom. The teacher is no longer a stimulant to adventurous thinking; she becomes instead a pipe line for safe and sound information. A deadening dogma takes the place of free inquiry. Instruction tends to become sterile; pursuit of knowledge is discouraged; discussion often leaves off where it should begin.

Justice William O. Douglas,
United States Supreme Court:
Adler v. Board of Education, 1951.

The right to read, like all rights guaranteed or implied within our constitutional tradition, can be used wisely or foolishly. In many ways, education is an effort to improve the quality of choices open to all students. But to deny the freedom of choice in fear that it may be unwisely used is to destroy the freedom itself. For this reason, we respect the right of individuals to be selective in their own reading. But for the same reason, we oppose efforts of individuals or groups to limit the freedom of choice of others or to impose their own standards or tastes upon the community at large.

The right of any individual not just to read but to read whatever he or she wants to read is basic to a democratic society. This right is based on an assumption that the educated possess judgment and understanding and can be trusted with the determination of their own actions. In effect, the reader is freed from the bonds of chance. The reader is not limited by birth, geographic location, or time, since reading allows meeting people, debating philosophies, and experiencing events far beyond the narrow confines of an individual's own existence.

In selecting books for reading by young people, English teachers consider the contribution which each work may make to the education of the reader, its aesthetic value, its honesty, its readability for a particular group of students, and its appeal to adolescents. English teachers, however, may use different works for different purposes. The criteria for choosing a work to be read by an entire class are somewhat different from the criteria for choosing works to be read by small groups.

For example, a teacher might select John Knowles' *A Separate Peace* for reading by an entire class, partly because the book has received wide critical recognition, partly because it is relatively short and will keep the attention of many slow readers, and partly because it has proved popular with many students of widely differing abilities. The same teacher, faced with the responsibility of choosing or recommending books for several small groups of students, might select or recommend books as different as Nathaniel Hawthorne's *The Scarlet Letter*, Jack Schaefer's *Shane*, Alexander Solzhenitsyn's *One Day in the Life of Ivan Denisovitch*, Pierre Boulle's *The Bridge over the River Kwai*, Charles Dickens' *Great Expectations*, or Paul Zindel's *The Pigman*, depending upon the abilities and interests of the students in each group.

And the criteria for suggesting books to individuals or for recommending something worth reading for a student who casually stops by after class are different from selecting material for a class or group. But the teacher selects, not censors, books. Selection implies that a teacher is free to choose this or that work, depending upon the purpose to be achieved and the student or class in question, but a book selected this year may be ignored next year, and the reverse. Censorship implies that certain works are not open to selection, this year or any year.

Wallace Stevens once wrote, "Literature is the better part of life. To this it seems inevitably necessary to add, provided life is the better part of literature." Students and parents have the right to demand that education today keep students in touch with the reality of the world outside the classroom. Much of classic literature asks questions as valid and significant today as when the literature first appeared, questions like "What is the nature of humanity?" "Why do people praise individuality and practice conformity?" "What do people need for a good life?" and "What is the nature of the good person?" But youth is the age of revolt. To pretend otherwise is to ignore a reality made clear to young people and adults alike on television and

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radio, in newspapers and magazines. English teachers must be free to employ books, classic or contemporary, which do not lie to the young about the perilous but wondrous times we live in, books which talk of the fears, hopes, joys, and frustrations people experience, books about people not only as they are but as they can be. English teachers forced through the pressures of censorship to use only safe or antiseptic works are placed in the morally and intellectually untenable position of lying to their students about the nature and condition of mankind.

The teacher must exercise care to select or recommend works for class reading and group discussion. One of the most important responsibilities of the English teacher is developing rapport and respect among students. Respect for the uniqueness and potential of the individual, an important facet of the study of literature, should be emphasized in the English class. Literature classes should reflect the cultural contributions of many minority groups in the United States, just as they should acquaint students with contributions from the peoples of Asia, Africa, and Latin America.

The Threat to Education

Censorship leaves students with an inadequate and distorted picture of the ideals, values, and problems of their culture. Writers may often represent their culture, or they may stand to the side and describe and evaluate that culture. Yet partly because of censorship or the fear of censorship, many writers are ignored or inadequately represented in the public schools, and many are represented in anthologies not by their best work but by their "safest" or "least offensive" work.

The censorship pressures receiving the greatest publicity are those of small groups who protest the use of a limited number of books with some "objectionable" realistic elements, such as *Brave New World*, *Lord of the Flies*, *Catcher in the Rye*, *Johnny Got His Gun*, *Catch-22*, *Soul on Ice*, or *A Day No Pigs Would Die*. The most obvious and immediate victims are often found among our best and most creative English teachers, those who have ventured outside the narrow boundaries of conventional texts. Ultimately, however, the real victims are the students, denied the freedom to explore ideas and pursue truth wherever and however they wish.

Great damage may be done by book committees appointed by national or local organizations to pore over anthologies, texts, library books, and paperbacks to find passages which advocate, or seem to advocate, causes or concepts or practices these organizations condemn. As a result, some publishers, sensitive to possible objections, carefully exclude sentences or selections that might conceivably offend some group, somehow, sometime, somewhere.

The Community's Responsibility

American citizens who care about the improvement of education are urged to join students, teachers, librarians, administrators, boards of education, and professional and scholarly organizations in support of the students' right to read. Only widespread and informed support in every community can assure that

- enough citizens are interested in the development and maintenance of a superior school system to guarantee its achievement;
- malicious gossip, ignorant rumors, and deceptive letters to the editor will not be circulated without challenge and correction;
- newspapers will be convinced that the public sincerely desires objective school news reporting, free from slanting or editorial comment which destroys confidence in and support for schools;
- the community will not permit its resources and energies to be dissipated in conflicts created by special interest groups striving to advance their ideologies or biases; and
- faith in democratic traditions and processes will be maintained.

A Program of Action

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Censorship in schools is a widespread problem. Teachers of English, librarians, and school administrators can best serve students, literature, and the profession today if they prepare now to face pressures sensibly, demonstrating on the one hand a willingness to consider the merits of any complaint and on the other the courage to defend their literature program with intelligence and vigor. The Council therefore recommends that every school undertake the following two-step program to protect the students' right to read:

the establishment of a representative committee to consider book selection procedures and to screen complaints; and a vigorous campaign to establish a community atmosphere in which local citizens may be enlisted to support the freedom to read.

Procedures for Book Selection

Although one may defend the freedom to read without reservation as one of the hallmarks of a free society, there is no substitute for informed, professional, and qualified book selection. English teachers are better qualified to choose and recommend books for their classes than persons not prepared in the field. Nevertheless, administrators have certain legal and professional responsibilities. For these reasons and as a matter of professional courtesy, they should be kept informed about the criteria and the procedures used by English teachers in selecting books and the titles of the books used.

In each school the English department should develop its own statement explaining why literature is taught and how books are chosen for each class. This statement should be on file with the administration before any complaints are received. The statement should also support the teacher's right to choose supplementary materials and to discuss controversial issues insofar as they are relevant.

Operating within such a policy, the English department should take the following steps:

Establish a committee to help other English teachers find exciting and challenging books of potential value to students in a specific school. Schools without departments or small schools with a few English teachers should organize a permanent committee charged with the responsibility of alerting other teachers to new books just published or old books now forgotten which might prove valuable in the literature program.

Devote time at each department meeting to reviews and comments by the above committee or plan special meetings for this purpose. Free and open meetings to discuss books of potential value to students would seem both reasonable and normal for any English department. Teachers should be encouraged to challenge any books recommended or to suggest titles hitherto ignored. Require that each English teacher give a rationale for any book to be read by an entire class. Written rationales for all books read by an entire class would serve the department well if censorship should strike. A file of rationales should serve as impressive evidence to the administration and the community that English teachers have not chosen their books lightly or haphazardly.

Report to the administration the books that will be used for class reading by each English teacher.

Such a procedure gives each teacher the right to expect support from fellow teachers and administrators whenever someone objects to a book.

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Form B1

Huron School District Library Media Center Donation Acknowledgement Form
<p>The following items have been donated to the __ (your school) __ School Library Media Center to be used at their discretion:</p> <p>_____</p> <p>_____</p>
<p>Donor Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p>
<p>The above items have been given to the (your school) Library Media Center to be used at their discretion and when no longer useful, the media center will dispose of them according to their Collection Development Policy.</p> <p style="text-align: center;">Donor</p> <p>Signature _____</p> <p>Date: _____</p>
<p>Received by (your school) Library Media Center</p> <p>Signature _____</p> <p>Position: _____</p> <p>Date: _____</p>

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HURON SCHOOL DISTRICT NO 2-2
EQUIPMENT SOLD – TRADED – DESTROYED

DATE: _____

As of the above date the following equipment has been:

SOLD TRADED DESTROYED (Please circle one)

School ID #	Item	Manufacturer	Model #	Serial #	Vendor	Date Acq.	Cost/Value

_____ Building

_____ Building Supervisor

Make in duplicate: One copy for building and one copy for business office.

(This should be landscape)

HURON SCHOOL DISTRICT 2-2 LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL

HURON PUBLIC SCHOOLS
LIBRARY AIDE EVALUATION REPORT
Copies to: Superintendent, Librarian, Library Aid, Principal.

Library Aide:	School:	Date:										
Key: 1-Above Average, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory 5-Rating Unknown		<table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>1</u></td> <td style="text-align: center;"><u>2</u></td> <td style="text-align: center;"><u>3</u></td> <td style="text-align: center;"><u>4</u></td> <td style="text-align: center;"><u>5</u></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____								
1. Personal Appearance Comment:		_____										
2. Courtesy and Friendliness Comment:		_____										
3. Reliability Comment:		_____										
4. Aggressiveness and Industriousness Comment:		_____										
5. Cooperation with Teachers, Principal, Public Comment:		_____										
6. Library Aide Skills—Overall Rating Comment:		_____										
a. Computer Files-Cataloging, Circulation and other records Comment:		_____										
b. Assisting Students and Teachers in use of Library Resources Comment:		_____										
c. Clerical duties as outlined in Policies and Procedures Manual Comment:		_____										
7. Attitude Toward Job Comment:		_____										
8. Ability to Supervise and Plan Comment:		_____										
9. Punctuality Comment:		_____										

GENERAL COMMENTS:
(Any item checked 3, 4, or 5 requires an explanation located in the comment section following the item.)
Recommendation for 2006-2007 School year: () Recommended, () Not Recommended, () Recommended with Qualifications

Report was discussed with Library Aide on: _____(Date)

(Library Aide's Signature)

(Supervisor's Signature)

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Huron Public Schools
LIBRARIAN OBSERVATION RECORD

Librarian:

School:

Date

This observation record is to be completed by the supervisor. Following a conference with the librarian observed, signed copies will be distributed to the

Superintendent, Principal and Librarian.

S Satisfactory **N** Needs Improvement **U** Unsatisfactory **N** Not Observed

1. Interpersonal Skills

DEMONSTRATES POSITIVE INTERPERSONAL RELATIONS WITH STUDENTS:

- A. ___ Communicates effectively with students and staff.
- B. ___ Interacts with individual students in a mutually respectful and friendly manner.
- C. ___ Protects each user's right to privacy and confidentiality in library media center use.
- D. ___ Demonstrates understanding and acceptance of different views and values.
- E. ___ Gives constructive criticism and praise when appropriate.

DEMONSTRATES POSITIVE INTERPERSONAL RELATIONS WITH EDUCATIONAL STAFF:

- A. ___ Interacts with colleagues in planning instructional activities for students.
- B. ___ Shares ideas and methods with other teachers and staff.
- C. ___ Makes appropriate use of support staff services.
- D. ___ Works cooperatively with the school's administration to implement policies and regulations for which the school is responsible.
- E. ___ Informs administrators and/or appropriate personnel on school related matters.
- F. ___ Responds constructively to criticism, advice, questions and recognition.

DEMONSTRATES POSITIVE INTERPERSONAL RELATIONS WITH PARENTS/STUDENTS:

- A. ___ Provides a climate that encourages communication between the library media center and parents or students.

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- B. ___ Cooperates with parents in the best interest of students.
- C. ___ Handles complaints and/or challenged materials in a firm but friendly manner.

2. Curriculum Knowledge

PLANS AND IMPLEMENTS THE LIBRARY MEDIA CENTER PROGRAM OF LIBRARY MEDIA

SKILLS:

- A. ___ Considers long-range objectives when planning instruction appropriate to subject and grade levels.
- B. ___ Develops sequential, short-range objectives that facilitate progress toward defined long-range objectives.
- C. ___ Demonstrates knowledge of the general curriculum and observes recommended steps of teaching when informal instructional situations.
- D. ___ Plans with teachers to identify and implement the library media center skills curriculum within the classroom curriculum.
- E. ___ Encourages independent use of the facility and equipment by students and staff.
- F. ___ Serves as instructional resource consultant and media specialist to teachers and students.

3. Instructional Skills and Techniques

- A. ___ Provides in-service training and library media center orientation as needed.
- B. ___ Administers resource sharing, interlibrary loan and/or networking activities.

PROMOTES THE DEVELOPMENT OF READING SKILLS AND READING APPRECIATION:

- A. ___ Conveys enthusiasm for books and reading.
- B. ___ Develops activities and/or provides individual guidance to motivate reading.

SUPPORTS CLASSROOM TEACHERS IN THEIR INSTRUCTIONAL UNITS:

- A. ___ Assists in choosing and collecting appropriate materials.
- B. ___ Cooperatively plans and teaches content appropriate to

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library media center objectives.

PROVIDES RESOURCES FOR PROFESSIONAL GROWTH OF FACULTY AND STAFF:

- A. ___ Identifies and encourages use of materials from the library media center.
- B. ___ Informs staff of new materials, equipment and research in which they have special interest.

4. Media Center Management

RECOGNIZES THE CRITICAL ROLE OF INFORMATION RETRIEVAL IN THE FUTURE OF EDUCATION:

- A. ___ Makes long-range plans that guide the development of the library media center.
- B. ___ Provides leadership in using newer technologies for instruction.

ESTABLISHES AND MAINTAINS AN ENVIRONMENT IN WHICH STUDENTS AND STAFF CAN

WORK AT PRODUCTIVE LEVELS:

- A. ___ Maintains the library media center in a functional, attractive and orderly environment conducive to student learning and to support the objectives of the instructional program, providing areas for various types of activities.
- B. ___ Assumes responsibility for proper care and safety of library media center facilities, materials and equipment.

MANAGES STUDENT BEHAVIOR IN A CONSTRUCTIVE MANNER:

- A. ___ Encourages student self-direction and responsibility for learning; maintains a productive balance between freedom and control.
- B. ___ Exercises consistency in discipline policies.
- C. ___ Corrects disruptive behavior constructively.

DEMONSTRATES COMPETENCY IN SELECTION, ACQUISITION, CIRCULATION AND MAINTENANCE OF MATERIALS AND EQUIPMENT:

- A. ___ Uses a district-approved selection policy based on state

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guidelines.

B. ___ Selects materials and equipment that support the curriculum and promote the school's educational philosophy.

C. ___ Uses approved business procedures for ordering and receiving materials and equipment.

D. ___ Classifies, catalogs, processes and organizes for circulation the education media and equipment according to professional standards established by state and local sources.

E. ___ Uses clearly stated circulation procedures.

F. ___ Establishes and/or follows procedures for maintenance and repair of media equipment.

G. ___ Periodically weeds and reevaluates the collection to assure a current, attractive and well-balanced collection.

H. ___ Assists in production of materials as feasible.

PREPARES STATISTICAL RECORDS AND REPORTS NEEDED TO ADMINISTER THE LIBRARY

MEDIA CENTER:

A. ___ Maintains a current inventory of holdings to assure accurate records.

B. ___ prepares and submits to administrators such reports as are needed to promote short and long-term goals of the library media center.

C. ___ prepares and submits reports to other educational officials as requested.

TRAINS AND SUPERVISES LIBRARY MEDIA CENTER PERSONNEL TO PERFORM DUTIES

EFFICIENTLY:

A. ___ Trains and supervises media technicians and student assistants in clerical tasks.

B. ___ Trains and supervises library media center personnel to circulate materials and equipment.

C. ___ Trains and supervises library media center personnel to assist students and staff in the use of the library media center.

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

5. Professional Growth

PARTICIPATES IN PROFESSIONAL GROWTH ACTIVITIES:

- A. ___ Sets goals for self-improvement.
- B. ___ uses the self-evaluation to improve professionally.
- C. ___ Keeps abreast of developments in library science and issues related to teaching.
- D. ___ Demonstrates commitment by participating in professional activities (e.g., professional organizations, course work, workshops, conferences.)
- E. ___ Takes advantage of opportunities to learn from colleagues, students, parents and the community.

FOLLOWS THE POLICIES AND PROCEDURES OF THE SCHOOL DISTRICT:

- A. ___ Strives to stay informed about policies and regulations applicable to his/her position.
- B. ___ Selects appropriate channels for resolving concerns/problems.

DEMONSTRATES A SENSE OF PROFESSIONAL RESPONSIBILITY:

- A. ___ Completes duties promptly, dependably and accurately in accordance with established job description.
- B. ___ demonstrates a responsible attitude for student management throughout the entire building.

SIGNATURE OF EVALUATOR _____ **DATE** _____

SIGNATURE OF MEDIA SPECIALIST _____ DAT

**HURON SCHOOL DISTRICT 2-2
LIBRARY MEDIA CENTERS' POLICIES & PROCEDURES MANUAL**

**Huron School District 2-2
Library Media Centers
Policies & Procedures Manual**

**Approved as School District Policy
By the Huron School Board**

_____	_____
Board Chairman	Date
_____	_____
Superintendent of Schools	Date
_____	_____
Director of Library Media Centers	Date

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

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

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2017 to 12 midnight CST, June 30, 2018. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees

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

Done this _____ day of _____, 20____, at _____ South
Dakota.

School Board President

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

Business Manager

South Dakota School Districts Benefits Fund

Participation Agreement Language Revision Summary

As promised at the Wednesday, March 29 Annual Membership Meeting; we have made a few revisions to the health fund participation agreement (PA). We hope these revisions make the agreement easier to understand and more transparent. Please note no changes to the renewal motion were made.

The biggest change is we no longer require members to take their "tail liability" with them and we no longer run a global surplus/deficit calculation. It has been replaced with the terminating member being responsible for one month of premium if the Net Position of the fund is 12% or greater to Total Earned Contribution for the year the member terminated.

Below are a summary of the changes of the PA:

1. Section 1.6
 - a. Added "The District shall make their monthly contribution **prior to the first of the month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**"
 - i. This is already currently being done but is now addressed in the PA.
2. Section 2.2
 - a. We go into more detail about employee eligibility. It is (and always has been) the responsibility of the district to track employee eligibility based on the eligibility guidelines reported to ASBSD from the district. We allow districts to choose how many hours a week an employee needs to work or be scheduled to work and what the new hire waiting period is. The district tells us their rules and it is the district's responsibility to ensure their rules are being followed at the local level.
 - i. Districts already track employee eligibility and report changes via *BluesEnroll* but tracking is now addressed in the PA.
 - b. **If a district ever has questions on whether or not an employee is eligible they are to reach out to their dedicated Wellmark field representative. If the issue at hand is an abnormal eligibility issue ASBSD and legal counsel will become involved to offer an opinion on eligibility.**

3. Section 5.2
 - a. As discussed at the membership meeting effective July 1, 2017, districts must notify ASBSD of non-renewal **no later than April 30th** of each year. This has been moved back from May 30th.
 - i. Example for next year: if a district decides to non-renew with SDSDBF effective **July 1, 2018** they must notify ASBSD no later than **April 30, 2018.**
 - ii. That will be effective FY 2018 and subsequent years.
4. Section 5.3 (Non-timely notice of termination of participation)
 - a. If a member of SDSDBF does not inform ASBSD of intent to terminate prior to April 30th the member will be responsible for three months of premium. See Section 5.3 and Appendix A in the PA for example of methodology.
 - i. The membership meeting will be held each year in March. That will give boards a month to solicit bids if they choose for health benefits from other carriers.
 - ii. This provision protects renewing and current members of SDSDBF.
 - iii. **This rarely happens.**
5. Section 5.4 (Early termination of participation)
 - a. If a member of SDSDBF fully terminates participation prior to July 1 of each year the member will be responsible for three months of premium. See Section 5.4 and Appendix A in the PA for example of methodology.
 - i. An example is the PA runs from July 1-June 30 and a member decides to terminate effective January 1 of that plan year.
 - ii. This provision protects current members of SDSDBF.
 - iii. **This rarely happens.**
6. Section 5.5 (Regular termination of participation)
 - a. If a member of SDSDBF notifies ASBSD of non-renewal effective July 1 prior to April 30th it will be classified as a regular termination.
 - b. There are two possible provisions for this termination style:
 - i. If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is less than twelve (12%) of the FUND's audited Total Earned Contribution for that fiscal year the MEMBER will be responsible for additional Earned Contribution before fully terminating from the FUND. The terminating MEMBER will be responsible for a pro-rated amount of the difference between the product of twelve percent (12%) of Total Earned Contribution less the actual audited ending Net Position for that fiscal year. The difference will be multiplied by the MEMBER'S percentage of overall Earned

Contribution the terminating entity contributed to the FUND'S Total Earned Contribution for that fiscal year. In addition, the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the fund. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

1. **See Appendix B in the Participation Agreement for example.**
 2. This provision it to ensure members terminating from the fund are leaving the fund in a financially responsible manner and protects current members.
- ii. If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve (12%) of Total Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).
1. **See Appendix C in the Participation Agreement for example.**

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

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

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

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

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "Trust").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. The contribution is paid monthly. Coverage shall be on a monthly basis. **The District shall make their monthly contribution prior to the first of the month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

1.7. Date of Termination -- A date not less than sixty (60) days from receipt of notice of termination by the Trust Administrator.

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

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

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

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

SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contributions shall be paid in accordance to the provision in Section 1.6. The amount of contribution required 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. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. Contributions are paid monthly. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.

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

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

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

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

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

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

SECTION III OBLIGATIONS OF THE BENEFIT FUND

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

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

SECTION IV TRUST OBLIGATIONS

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. Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- 4.4. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 4.5. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.6. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.7. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- 4.8. Providing such reports and documentation as required by any applicable Summary Plan Description.
- 4.9. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.10. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.11. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.12. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.13. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.
- 4.14. Developing programs for TRUST expansion.

- 4.15. Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.
- 4.16. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.17. Retaining and authorizing outside legal and financial assistance.
- 4.18. Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board
- 4.19. An annual audit will be performed in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

- 5.1. This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**
- 5.2. Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day. Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30th** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

Non-timely notice of termination of participation

- 5.3. The participating MEMBER shall notify the Trust Administrator at least sixty (60) days prior to the termination date of this Participation Agreement of its intention to discontinue participation. In the absence of such timely notice, payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Non-timely notice of terminating coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Non-timely notice

of termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

Early termination of participation

5.4. In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a thirty (30) day written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

Regular termination of participation

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

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

See Appendix B for example.

2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve (12%) of Total Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix C for example.

Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the

balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

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

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

Huron School District

School Superintendent

Date

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

Business Manager

Date

Appendix A

School District A example for Section 2.9 & 5.4 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Section 2.9 & 5.4 example:

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

Appendix B

School District A example for Section 5.5 (termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Section 5.5 example:

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

Appendix C

School District A example for Section 5.5.1 (termination with Net Position greater than 12% of the Total Earned Contribution.

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

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

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

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

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

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

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

Not Applicable

Total Termination Contribution amounts for Section 5.5.1 example:

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