

**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**  
**August 14, 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**
  - August 21-25 NEW Teacher Orientation Days
  - August 21 NEW Teacher Luncheon – 11:30 Middle School Commons
  - August 21 Substitute Teacher In-Service – Middle School Commons  
1:00 High School  
2:00 Elementary / Middle School
  - August 23 9<sup>th</sup> Grade Orientation / 8:00 p.m.
  - August 24 Freshmen Day 9:00 a.m.
  - August 28 All Staff **Required** Meeting – 10:00 – 11:30 – HHS Auditorium
  - August 28 All Staff Luncheon 11:30 HS Commons
  - August 28 All Staff **Required** Meeting – 1:00 – 2:00 – HHS Auditorium
  - August 28 Board of Education Meeting 5:30 p.m. - IPC
  - August 28-31 Teacher In-Service
  - August 28 Elementary Open House
    - Kindergarten – Buchanan / 4:30 – 5:30
    - 1<sup>st</sup> Grade – Buchanan / 4:30 – 5:30
    - 2<sup>nd</sup> Grade – Madison / 5:30 – 6:30
    - 3<sup>rd</sup> Grade – Madison / 5:30 – 6:30
    - 4<sup>th</sup> Grade – Washington / 6:30 – 7:30
    - 5<sup>th</sup> Grade – Washington / 6:30 – 7:30
  - August 29 Middle School Welcome Back
    - 6<sup>th</sup> Grade @ 5:00
    - 7<sup>th</sup> Grade @ 6:00
    - 8<sup>th</sup> Grade @ 7:00
  - August 31 Teacher In-Service
  - August 31-Sept 4 South Dakota State Fair
  - September 1 & 4 State Fair / Labor Day Holiday
  - September 5 First Day of School for Grades 1 – 12
  - September 5-8 Kindergarten Screening
  - September 11 First Day of School for Kindergarteners
  - September 11 Board of Education Meeting 5:30 p.m. - IPC
  - September 11 High School Open House / 6:40
  - September 18 Board of Education & Administrators Goal Setting Session / 5:30 - IPC
  - September 25 Board of Education Meeting 5:30 p.m. - IPC
  - September 29 Homecoming – Early Release
6. **Community Input on Items Not on the Agenda**

7. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.

a)

8. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

a) **Approval and/or Correction of Minutes of Previous Meetings**

b) **Consideration and Approval of Bills**

c) **Approval and/or Correction of the Financial Report**

d) **Board Approval of New Hires**

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

- 1) Helene Wedel / Substitute Teacher / \$120 per day
- 2) DeAnn Arnott / Food Service-Washington Satellite / \$12.99 per hour
- 3) Beth Foss / Concessions Worker / \$11.59 per hour
- 4) Nancy Kempf / Concessions Worker / \$11.59 per hour
- 5) Rachel Kary / Assistant Coach Girls' Tennis / Wage TBD-Will not be full time
- 6) Meagon Moser / Substitute Para-Educator / \$13.66 per hour
- 7) Kelby Van Wyk / TAP Program / Classroom Leader - \$17.20 per hour and Site Supervisor Substitute - \$31.29 per hour
- 8) Eh Dah / Student Interpreter / \$13.49 per hour
- 9) Michelle Lyon / ESL Para-Educator - Washington 4-5 Center / \$14.61 per hour
- 10) Jacqueline Tschetter / Substitute Teacher / \$120 per day
- 11) Debra Hetle / Substitute Para-Educator / \$13.66 per hour
- 12) Kendall Leichtenberg / Graduation Coach - HMS / \$20.21 per hour
- 13) Maria Wipf / Substitute Teacher / \$120 per day
- 14) Mandy Hofer / Admin Assistant - Washington 4-5 Center / \$15.15 per hour
- 15) Clela Henson / Office Substitute / \$14.55 per hour
- 16) Deb Pearl / Concessions Worker / \$11.30 per hour
- 17) Jackie Wickstrom / SPED Para-Educator - HMS / \$14.41 per hour
- 18) Trisha Jons / 8<sup>th</sup> Grade Volleyball Coach / \$3,102.00 per year

e) **Contracts for Board Approval**

- 1) Jordon Glanzer / Revised Contract / \$44,029
- 2) Sarah Rubish / Revised Contract / \$33,692
- 3) Jennifer Fuchs / Revised Contract / \$48,541
- 4) Kari Hinker / Revised Contract - Add Colony Principal
- 5) Kelly Hennrich / Revised Contract / \$50,381
- 6) Michael Schmitz / Revised Contract / \$56,407
- 7) Kari Eulberg / Revised Contract / \$44,328

f) **Resignations for Board Approval**

- 1) Michelle Lyon / Administrative Assistant-Washington 4-5 Center / 2 years
- 2) Annie VanWyhe / TAP Program / 2 years
- 3) Jade VanZee / Study Hall Supervisor - HHS / 4 months
- 4) Amanda Gill / SPED Para-Educator - HMS / 2 years
- 5) Hezekiah Moo / ESL Para-Educator - HHS / 1 year
- 6) Marvin Coil / Concessions Worker / 7 years
- 7) Marsha Coil / Concessions Worker / 9 years

g) Delta Dental Insurance Rates 2018 – No Rate Change

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he may do so.)

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



**THANK YOU TO:**



10. **REPORTS TO THE BOARD**

- a) Business Manager's Report
- b) Superintendent's Report

11. **OLD BUSINESS**

- a) District Bus Pickup Points – Iroquois & Wolsey-Wessington Schools  
Superintendent will update on the communication on this item.

12. **NEW BUSINESS**

- a) Section K – 2<sup>nd</sup> Reading
- b) Policy JHCC – Student Communicable Diseases – Introduction – Rita Baszler
- c) 2016-2017 Audit Engagement Letter
- d) Teacher Assistance Teams – TAT Process Handbook – 1<sup>st</sup> Reading-Lori Wehlander
- e) Policy GCDB – Background Checks – (Correspondence Included) Introduction
- f) Policy GCDB-E(1) – Noncriminal Justice Applicant's Privacy Rights - Introduction

13. **ADJOURNMENT**

**Huron School District  
New Hire Justification**

**Date:** July 17, 2017

**Applicant Information**

**Applicant Name:** DeAnn Arnott  
**Address:** 833 Lawnridge S.E., Huron SD 57350  
**Phone:** (605) 354-2549  
**Education:** ---  
**Experience:** Fair City Foods/ServSafe Food Safety Certification  
**References:** Charlie Ward, Betty Brower, Darlene Brand

**Reason for New Hire**

**New Position:** ----  
**Replacement:** Replaces Mark Owens

**Position Information**

**Department:** Food Service  
**Position:** Washington Satellite  
**Supervisor:** Carol Tompkins  
**Responsibilities:** Help prepare food and serve lunch  
**Hours:** Hours will vary

**Hiring Information**

**Wages:** \$12.99 per hour  
**Classification:** Level II  
**Wage Justification:** Probationary level starting wage  
**Start Date:** August 1, 2017  
**Requested by:** Carol Tompkins (Administrator)

**Huron School District  
New Hire Justification**

**Date:** July 12. 2017

**Applicant Information**

**Applicant Name:** Beth Foss  
**Address:** 1365 Illinois S.W., Huron, SD 57350  
**Phone:** (605)554-0320  
**Education:** ---  
**Experience:** Current Principal for district  
**References:** ---

**Reason for New Hire**

**New Position:** No  
**Replacement:** Replace concessions workers who resigned

**Position Information**

**Department:** Food Service  
**Position:** Concessions Worker  
**Supervisor:** Carol Tompkins  
**Responsibilities:** Help customers at school concessions events  
**Hours:** Evenings mostly and Saturday

**Hiring Information**

**Wages:** \$11.59 hour  
**Classification:** ---  
**Wage Justification:** Good customer expertise and math skills  
**Start Date:** August 1, 2017  
**Requested by:** Carol Tompkins (Administrator)

**Huron School District  
New Hire Justification**

**Date:** July 12, 2017

**Applicant Information**

**Applicant Name:** Nancy Kempf  
**Address:** 1865 Illinois S.W., Huron, SD 57350  
**Phone:** (605) 350-4589  
**Education:** ---  
**Experience:** Current district Graduation Coach  
**References:** ---

**Reason for New Hire**

**New Position:** No  
**Replacement:** Replaces concessions workers who resigned

**Position Information**

**Department:** Food Service  
**Position:** Concessions Worker  
**Supervisor:** Carol Tomkins  
**Responsibilities:** Help customers at school concessions events  
**Hours:** Evenings mostly and Saturday

**Hiring Information**

**Wages:** \$11.59 per hour  
**Classification:** ---  
**Wage Justification:** Good customer expertise and math skills  
**Start Date:** August 1, 2017  
**Requested by:** Carol Tompkins (Administrator)

**Huron School District  
New Hire Justification**

**Date:** July 19, 2017

**Applicant Information**

**Applicant Name:** Rachel Kary

**Address:**

**Phone:**

**Education:**

**Experience:** Played six years of tennis for the Huron Tigers

**References:** Leah Branaugh

**Reason for New Hire**

**New Position:**

**Replacement:** Replace Tim Hedblom

**Position Information**

**Department:** Athletics

**Position:** Assistant Girls Tennis

**Supervisor:** Terry Rotert and Leah Branaugh

**Responsibilities:** Assist at practice and coach at matches

**Hours:** after school and weekends

**Hiring Information**

**Wages:** (TBD as she won't be able to fulfill 100% this fall so I will prorate her pay based on time put in on her time sheet.

**Classification:**

**Wage Justification:**

**Start Date:** August 6, 2017

**Requested by:** Terry Rotert - AD

**Huron School District  
New Hire Justification**

**Date:** 7-31-2017

**Applicant Information**

**Applicant Name:** Kelby Van Wyk

**Address:** 2121 Ohio Ave SW, Huron, SD 57350

**Phone:** 951-2151

**Education:** Baccalaureate of Arts – Dakota Wesleyan University (Major: Elementary Education)

**Experience:** Currently a 3<sup>rd</sup> grade teacher at the Madison 2-3 Center

**References:** Kevin Nelson, Troy James, Sara Cain

**Reason for New Hire**

**New Position:** n/a

**Replacement:** Adding TAP staff to reduce overtime expenses

**Position Information**

**Department:** TAP

**Position:** Classroom Leader and Site Supervisor Substitute

**Supervisor:** Sherri Nelson

**Responsibilities:** Implement after-school learning activities

**Hours:** Schedule varies - 3:30-5:30 pm

**Hiring Information**

**Wages:** \$17.20/hr (classroom leader) \$31.29/hr (site supervisor)

**Classification:** Classified/Certified

**Wage Justification:** Pre-determined hourly rate

**Start Date:** September 18, 2017

**Requested by:** Sherri Nelson



**Huron School District  
New Hire Justification**

**Date:** July 21, 2017

**Applicant Information**

**Applicant Name:** Michelle Lyon

**Address:** 948 Colorado Ave

**Phone:** 605-461-3880

**Education:** SDSU

**Experience:** 3 years as para, 1 year as admin assistant

**References:** Erica Boomsma, Lisa McCarty, Kelly Rotert

**Reason for New Hire**

**New Position:**

**Replacement:** Chelsea Waters, resigned

**Position Information**

**Department:** ESL

**Position:** Para Educator

**Supervisor:** Beth Foss

**Responsibilities:**

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

**Hours:** 7-7.5

**Hiring Information**

**Wages:** \$14.61

**Classification:** Class A, Step 5

**Wage Justification:**

**Start Date:** August

**Requested by:** Kari Hinker, Beth Foss (Administrator)

8/25/14

Huron School District  
New Hire Justification

Date: ~~July 28, 2017~~  
Aug. 2

Applicant Information

Applicant Name: Kendall Leichtenberg

Address: 420 Quapaw St. South  
Iroquois, SD 57353

Phone: (605) 864-8419

Education: Mitchell Technical Institute 2010-12 (48+ hours earned)

Experience: Hired Fall 2015 as HMS - 8<sup>th</sup> grade  
Sp. Ed. Para

References: Tom Mager, April Leichtenberg, Jim Mattem, +  
Susan Vandenthoek

Reason for New Hire

New Position:

Replacement: Federal funding available: replace McKenzie Gill.

Position Information

Department: School Improvement, 1003

Position: Graduation Coach @ Huron Middle School

Supervisor: Mike Taplett, Laura Willemssen,  
Sherril Nelson + Kari Hinker

Responsibilities: 

- Work with students to make transition to next grade
- Monitor student attendance; increase students success
- Assist parents to improve academic performance

Hours:

20-25/wk. as grant funding will allow, 17.5-12.5/wk.

Hiring Information

Wages: \$20.21/hour

\$14.05/hour as Sp. Ed. Para

Classification: Para w/ 2 yrs. experience...

Wage Justification: As determined by job description + district policy

Start Date: Sept. 5, 2017

Requested by: Mike Taplett (Administrator)

Laura Willemssen  
Sherril Nelson  
Kari Hinker

**Huron School District  
New Hire Justification**

**Date:** August 4, 2017

**Application Information**

**Applicant Name:** Mandy Hofer  
**Address:** 1171 Simmons Ave SE  
**Phone:** 605-350-0036  
**Education:** Huron High School  
**Experience:** 7 years at Center for Independence-  
Instructor  
5 years at Huron 1<sup>st</sup> Assembly of God-  
Administrative Assistant  
1 year to present at HMRC Physicians  
Clinic-Receptionist

**Reason for New Hire:**

**Replacement:** Resignation of Michelle Lyon

**Position Information:**

**Department:** Washington 4-5 Center  
**Position:** Administrative Assistant  
**Supervisor:** Beth Foss

**Responsibilities:**

Customer Service  
Clerical  
Helping children and staff

**Hours:** 7:30-4:00 with 30 minute lunch

**Hiring Information:**

**Wages:** \$15.15

**Classification:** Triple A Step 4

**Wage Justification:** Experience. Once off probation will increase to Step 5--\$15.30

**Start Date:** August 21<sup>st</sup>, 2017

**Requested by:** Beth Foss

**Huron School District  
New Hire Justification**

**Date:** August 4, 2017

**Applicant Information**

**Applicant Name:** Deb Pearl

**Address:** 545 Lawnridge Ave. NE  
Huron, SD 57350

**Phone:** 605-968-3044

**Education:** Iroquois High School, Black Hills State

**Experience:** Food Prep,

**References:** Karen Evenson, Tonya Whitmore, Barb Reilly

**Reason for New Hire**

**New Position:** ---

**Replacement:** ---

**Position Information**

**Department:** Concessions

**Position:** Concessions Worker

**Supervisor:** Carol Tompkins

**Responsibilities:** Help customers at school concessions events

**Hours:** Will vary depending on events

**Hiring Information**

**Wages:** \$11.30 per hour

**Classification:** ---

**Wage Justification:** Beginner Worker

**Start Date:** August 29, 2017

**Requested by:** Carol Tompkins (Administrator)

**Huron School District  
New Hire Justification**

**Date:** 8/7/17

**Applicant Information**

**Applicant Name:** Jackie Wickstrom

**Address:** 21240 409th Ave., Cavour, SD

**Phone:** 605-210-0590

**Education:** Nursing Degree AA

**Experience:** School Nurse 03-11, RN 12-14

**References:** Phyllis Butcher, Dennis Eckmann, Ashley Kingdon-Reese

**Reason for New Hire**

**New Position:**

**Replacement:** MS DLC to Replace Julie Klein

**Position Information**

**Department:** SPED

**Position:** Para at MS DLC

**Supervisor:** Amanda Katzenberger

**Responsibilities:** SPED Para

**Hours:** 7.5 Hours

**Hiring Information**

**Wages:** \$14.41

**Classification:** SPED Para

**Wage Justification:** 5+ years as school nurse

**Start Date:** Fall 2017

**Requested by:** - Lori Wehlander (Administrator)

8/25/14

**Huron School District  
New Hire Justification**

**Date:** August 10, 2017

**Applicant Information**

**Applicant Name:** Trisha Jons

**Address:**

**Phone:**

**Education:**

**Experience:** Played one year at Winner and worked VB matches at Iroquois

**References:** Karen Bohlander, Carol Eckmann, Melanie Timm

**Reason for New Hire**

**New Position:**

**Replacement:** Replace Amanda Kuntz who moved out of the district.

**Position Information**

**Department:** Athletics

**Position:** 8<sup>th</sup> Volleyball

**Supervisor:** Terry Rotert and Shelly Buddenhagen

**Responsibilities:** Assist 8<sup>th</sup> VB

**Hours:** After school and some nights/weekends

**Hiring Information**

**Wages:** \$3102.00

**Classification:**

**Wage Justification:** Step 0 MS VB

**Start Date:** August 21, 2017

**Requested by:** Terry Rotert - AD

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

**Jordon Glanzer**

**July 20, 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 **\$ 44029** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

BS+15  
Hired 2015-16 w/BA and 0 years of teaching experience/BS+15 Earned July 2017;

For those electing the Wellness Benefit, an additional \$600 will be paid in September. The benefit is NOT reflected in the contract total.

**\*\*\*CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY MAY 31, 2017\*\*\***

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 20<sup>th</sup> day of July, 2017  
Witness: Dorey Venables

Sign here: Jordan Glanzer  
Teacher

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

**Sarah Rubish**

**July 20, 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 **\$ 33692** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

BA  
Re-Hired 2014-15 w/BA 6 years exp--50% (\$35109 x 50%). 2016-17 66.67% contract (\$36864 2016-17 base + \$5900 raise x .667) (2017-18 contract \$28523 (2016/17 base) x 1.0105%) The above salary includes \$3836 (ES-3) for HS Newspaper/\$1034 (ES-0)HS Senate;

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 25 day of July 2017

Witness: 

Sign here:   
Teacher



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

**Jennifer Fuchs**

**July 20, 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 **\$ 48541** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

MS

Rehired 2014-15/MA-11 years of experience. The above salary includes \$1055 (ES-1) for HS Student Senate - 50%;

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 1<sup>st</sup> day of August 2017

Witness: Dolley Kencalides .....

Sign here: Jennifer Fuchs  
Teacher

2

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

**Kari Hinker**

**July 27, 2017**

**YOU ARE HEREBY OFFICIALLY NOTIFIED**, that you have been elected as a **Dir of ESL/Fed Prog/Prin-Hrn & Riverside Colonies** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 78439 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 7/01/2017 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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

The agreement becomes a binding contract when signed by the administrator and the Board of Education.

MA

This contract includes other duties as assigned, including expectation to participate in short-term leave program.

The above contract is for 260 days/Vacation and sick leave benefits as per administrative Policy GCB-1 & GCBD-2. Health Insurance provided at \$71.80 per month as needed. July 2017-Assumed Principal Duties at Huron and Riverside Colonies.

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 2<sup>nd</sup> day of August, 2017  
Witness: Dolly Venables

Sign here: Kari Hinker  
Administrator

7

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

**Kelly Hennrich**

**July 18, 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 **\$ 50381** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

BS+15

The above salary includes \$3660 (ES-9) for 8th Grade Volleyball and \$1768 (ES-7) as Key Club Adv. BS+15 Earned July 2017.

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 2<sup>nd</sup> day of August, 2017  
Witness: Dolly Venables

Sign here: [Signature]  
Teacher

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

**Michael Schmitz**

**August 2, 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 \$ **56407** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

BA+15

The above salary includes \$7259 (ES-4) head football/Spring Strength & Conditioning (ES-2) \$1613 / Winter Strength & Conditioning (ES-2) \$1613.;Hired 2013-14 w/10 years tchg exp (20 units/4 years allowed). Earned BA+15 in July 2017.

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 ... 3 ... day of ... August ... 2017

Witness: *Dolly Venables*

Sign here: *[Signature]*  
Teacher

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

**Kari Eulberg**

**July 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 \$ **44328** 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 **8/28/2017** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of 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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

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

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

BS+15  
Hired 2013-14/BS No formal teaching experience. Earned BS+15 July 2017 + \$1,500.

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 <sup>4<sup>th</sup></sup> day of August 2017

Witness:

Sign here:   
Teacher

**From:** "Lyon, Michelle" <[Michelle.Lyon@k12.sd.us](mailto:Michelle.Lyon@k12.sd.us)>

**Subject:** Letter of Resignation

**Date:** July 20, 2017 at 5:32:39 PM CDT

**To:** "Foss, Beth" <[Beth.Foss@k12.sd.us](mailto:Beth.Foss@k12.sd.us)>

Beth Foss,

As I am happy to have been offered the ESL Para Educator Position at Washington 4-5 Center, please consider my letter of resignation as Administrative Assistant.

I enjoy my employment at Washington, and have given this a great deal of thought. I feel that working with scholars is the best fit for me, and was happy to hear of the opportunity to do what I feel I was meant to do.

Thank you for your support with this difficult decision. I am looking forward to this new opportunity and chapter in my life.

Sincerely,

Michelle Lyon

VanWyhe, Annie

Fri 7/21/2017 8:56 AM

To: Nelson, Sherri <Sherri.Nelson@k12.sd.us>;

Hi there, I will not be doing TAP this year as I have a part time job at the Center for Independence. Thanks.

Annie VanWyhe  
Title I Para Educator  
Buchanan Elementary

From: VanZee, Jade  
Sent: Tuesday, July 25, 2017 7:28 PM  
To: Radke, Mike  
Subject: 2017-2018 school year

Mr. Radke,

I was just emailing you letting you know I will not be coming back this year. I appreciate you giving me the chance to be a part of your school district. I had a lot of fun, and it is a great district to be a part of! Thanks again.

Jade VanZee



**From:** "Gill, Amanda" <Amanda.Gill@k12.sd.us>  
**Date:** August 6, 2017 at 3:54:54 PM CDT  
**To:** "Taplett, Mike" <Mike.Taplett@k12.sd.us>  
**Cc:** "Gill, Amanda" <Amanda.Gill@k12.sd.us>  
**Subject: Resignation**

Mr. Taplett,

I will not be returning to HMS this school year as I have decided to go to school myself at MTI. Thank you for the opportunity to work with our kids in 6th Grade Special Education these last two years. I have enjoyed it very much!

Have a great 2017-2018 school year! :)

Amanda

Amanda Gill  
6th Grade Special Education Para  
Huron Middle School

## Venables, Dolly

---

**From:** Tapken, Dianne  
**Sent:** Wednesday, August 9, 2017 9:14 AM  
**To:** Venables, Dolly  
**Subject:** FW: Hezekiah Moo

-----Original Message-----

From: Moo, Hezekiah  
Sent: Tuesday, August 08, 2017 7:58 PM  
To: Tapken, Dianne; Hinker, Kari  
Subject: Hezekiah Moo

Good evening,

I want to let you know that I had move to Aberdeen to continue my education at NSU so I will not be available to work at HHS as a para educator.

If you need further information please let me know. I'm very happy to work at the school and enjoy communicate with everyone.

Thank you.  
Hezekiah Moo

Marvin & Marsha Coil as of  
Aug 10, 2017 is resigning from  
concessions.

Marsha Coil

M.C. Coil

August 2, 2017

Ashley Neuharth  
Huron School District  
PO Box 949  
Huron, SD 57350 0949

Dear Ashley,

Our mission at Delta Dental of South Dakota, is dedicated to advancing and promoting the improvement of oral health. January 1, 2018 begins your 22<sup>nd</sup> year with Delta Dental, and we would like to thank you for doing business with us and we look forward to serving you another year!

Good News! An analysis of your company's claims experience, indicates a rate change is not necessary for the next plan year. Therefore your current rates will be continued for another year.

**2018 Rates**

Single	\$44.10
Two Party	\$84.94
Three or More	\$135.16

If you would like additional information on your company's experience or for information on ways to reduce your rates through increased deductibles, changes to coinsurance or other benefit changes, please contact me directly at (605) 494-2540.

We want you to know that we appreciate the trust you place in Delta Dental to provide a dental benefits program for your employees. You join more than 1,800 other South Dakota employers who also trust us to maintain healthy smiles for their employees. We are proud to be a South Dakota-based company.

Sincerely,



Jeff Miller  
VP of Underwriting & Sales

# HURON PUBLIC SCHOOLS

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

150 5<sup>th</sup> SW, PO Box 949  
Huron, SD 57350-0949  
[Terry.Nebelsick@k12.sd.us](mailto:Terry.Nebelsick@k12.sd.us)

**TERRY D. NEBELSICK, Ed.S**  
Superintendent of Schools

August 14, 2017

TO: BOARD MEMBERS

FROM: Terry D. Nebelsick, Ed.S  
Superintendent

SUBJECT: RESOLUTION FOR BOARD APPROVAL

The Huron School District accepts (16) designated pick-up points for the Iroquois school buses in the city of Huron. The pick-up points will be similar to the 16-17 points as possible, being sensitive to Huron Public pick-up points and avoiding traffic concerns. The Huron Board appreciates the intent of the Iroquois district to avoid door-to-door services and to provide no higher level of service than it affords its own residents.

Huron School Board also recognizes the resolution by the Iroquois School District to allow the Huron School District to pick up students in the city of Iroquois at any location.

# HURON PUBLIC SCHOOLS

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

150 5<sup>th</sup> SW, PO Box 949  
Huron, SD 57350-0949  
[Terry.Nebelsick@k12.sd.us](mailto:Terry.Nebelsick@k12.sd.us)

**TERRY D. NEBELSICK, Ed.S**  
Superintendent of Schools

August 14, 2017

TO: BOARD MEMBERS

FROM: Terry D. Nebelsick, Ed.S  
Superintendent

SUBJECT: RESOLUTION FOR BOARD APPROVAL

The Huron School District accepts (16) designated pick-up points for the Wolsey-Wessington school buses in the city of Huron. The pick-up points will be similar to the 16-17 points as possible, being sensitive to Huron Public pick-up points and avoiding traffic concerns. The Huron Board appreciates the intent of the Wolsey-Wessington district to avoid door-to-door services and to provide no higher level of service than it affords its own residents.

Huron School Board also recognizes the resolution by the Wolsey-Wessington School District to allow the Huron School District to pick up students in the city of Wolsey at any location.

# SECTION J – STUDENTS

## POLICY REVIEW

### 2017

#### CHANGE LOG

1. CHANGE CHART IN JHCC TO THE ATTACHED CHART

AS YOU PROCEED THROUGH THIS DOCUMENT, THE CURRENT POLICY IS FIRST AND THE CHANGED CHART FOLLOWS.

## STUDENT COMMUNICABLE DISEASES

The board recognizes its responsibility to provide a healthy environment for students and school employees.

The determination of whether an infected student should be excluded from the classroom or school activities shall be made on a case-by-case basis, under the direction of the building principal/building administrator or designee.

In situations where the decision requires additional knowledge and expertise, the principal will refer the case to a team for assistance in the decision-making.

The team may be composed of the following:

1. representation from the South Dakota Department of Health,
2. the student's physician,
3. the student's parent(s) or guardian(s),
4. the school principal,
5. the school nurse,
6. the superintendent or designee, and
7. primary teacher(s) and other appropriate school personnel.

In making the determination, the team shall consider the following:

1. the behavior, developmental level, and medical condition of the student,
2. the expected type(s) of interaction with others in the school setting,
3. the impact on both the infected student and others in that setting; and,
4. the South Dakota Department of Health policy and guidelines.

The team may officially request assistance from the South Dakota Department of Health.



## STUDENT COMMUNICABLE DISEASES

The board recognizes its responsibility to provide a healthy environment for students and school employees.

The determination of whether an infected student should be excluded from the classroom or school activities shall be made on a case-by-case basis, under the direction of the building principal/building administrator or designee.

In situations where the decision requires additional knowledge and expertise, the principal will refer the case to a team for assistance in the decision-making.

The team may be composed of the following:

1. representation from the South Dakota Department of Health,
2. the student's physician,
3. the student's parent(s) or guardian(s),
4. the school principal,
5. the school nurse,
6. the superintendent or designee, and
7. primary teacher(s) and other appropriate school personnel.

In making the determination, the team shall consider the following:

1. the behavior, developmental level, and medical condition of the student,
2. the expected type(s) of interaction with others in the school setting,
3. the impact on both the infected student and others in that setting;  
and,
4. the South Dakota Department of Health policy and guidelines.

The team may officially request assistance from the South Dakota Department of Health.

Student Communicable Diseases (Continued)

JHCC

If an infected student is not permitted to attend classes or participate in school activities, the district will provide the student with an appropriate education program. If that requires personal contact between the student and other school employees, only trained volunteer employees shall be utilized.

Public information will not be revealed about the student who may be infected. If the student is permitted to remain in the school setting, the following procedure will be followed by the principal:

Information will be provided, as appropriate, to school employees who have regular contact with the affected student, as to the student's medical condition and other factors needed for consideration in carrying out job responsibilities.

It is recognized that personal hygiene measures are part of creating a healthy environment. Thus, good hand washing techniques are imperative in the school setting. Thorough maintenance cleaning is part of this environment. Instruction in appropriate handling of blood and body fluids will be provided.

If an infected student is not permitted to attend classes or participate in school activities, the district will provide the student with an appropriate education program. If that requires personal contact between the student and other school employees, only trained volunteer employees shall be utilized.

Public information will not be revealed about the student who may be infected. If the student is permitted to remain in the school setting, the following procedure will be followed by the principal:

Information will be provided, as appropriate, to school employees who have regular contact with the affected student, as to the student's medical condition and other factors needed for consideration in carrying out job responsibilities.

It is recognized that personal hygiene measures are part of creating a healthy environment. Thus, good hand washing techniques are imperative in the school setting. Thorough maintenance cleaning is part of this environment. Instruction in appropriate handling of blood and body fluids will be provided.

STUDENT COMMUNICABLE DISEASE GUIDELINES

<u>Disease and Incubation Period</u>	<u>Rules for Attendance</u>
Acquired Immune Deficiency Syndrome (AIDS) 6 months-5 years	Determination should be made by the team process as outlined in the Student Communicable Disease Policy.
Chicken Pox 14-21 Days	The student may attend school after all pox are dry and scabbed. A medical permission slip is required upon return to school.
Cytomegalovirus (CMV)	The student may attend school. Precautions should be taken by contacts with immunosuppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Fifth Disease (6-14 days) Erythema Infectiosum)	The student may attend school with physician's permission.
<u>Giardiasis</u>	The student may attend school if he or she practices independent and hygienic bathroom skills. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex	The student may attend school during an active case if the student has the ability and practices appropriate personal hygiene precautions and the area of lesion is covered.
Impetigo Infectious Hepatitis 15-40 days (average 25 days)	The student may attend school as directed by the physician. Appropriate personal hygiene precautions should eliminate risk of transfer of infection.
Measles (Red, Hard, Rubeola, 7-day) 8-14 days	The student may attend school after a minimum of 7 days. Students who have had contact with measles may attend school if immunization is up to date.
Mono (Infectious Mononucleosis, Glandular Fever) 2-6 weeks	The student may attend school with physician's permission. The student may need adjusted school days and activities.
Mumps 12-21 days	The student/employee may attend school/work after swelling has disappeared.

STUDENT COMMUNICABLE DISEASE GUIDELINES

Disease	Guidelines for Attendance
Fever	Exclude when temperature reaches >100.0 Fahrenheit. Student may return to school when fever-free for 24 hours without the use of fever-reducing medications.
HIV, Hepatitis B, Hepatitis C, and other bloodborne diseases	Generally, no exclusions; considerations may exist if there is potential for bloodborne exposure. Consult healthcare provider for guidance.
Chicken Pox (Varicella)	Exclude until all lesions have dried and crusted or, in immunized children without crusts, until no new lesions appear within a 24-hour period.
Diarrheal diseases	Exclude while symptomatic only if person is unable to practice independent hygiene.
Haemophilus influenza type B, invasive (HIB)	Exclude until after 24 hours of antibiotic treatment
Hepatitis A	Exclude until one week after onset of illness.
Influenza and Influenza-like illness	Exclude as long as fever $\geq$ 100.0 degrees Fahrenheit is present in an unmedicated states. Additional exclusions may be necessary for documented novel strain or pandemic influenza based on state or federal guidelines.
Meningococcal disease (Neisseria meningitides)	Exclude until after 24 hours of antibiotic treatment
Methicillin-resistant Staphylococcus aureus (MRSA)	Exclude only if confirmed MRSA is present from a wound in which drainage is occurring and cannot be covered and contained.
Pertussis (Whooping Cough)	Exclude until completion of five days of appropriate antibiotic treatment. If appropriate antibiotic treatment is not received, exclude until 21 days after onset of symptoms.
Pink Eye, Ringworm, Herpes Gladiatorum, Molluscum Contagiosum, and skin rashes without fever	Generally no exclusions; considerations may exist for certain sports, extracurricular activities or behaviors that might increase the risk of transmission. Consult healthcare provider for guidance.
Rubella	Exclude until seven days after onset of rash
Scabies	Exclude until treatment has been completed
Shingles (Herpes Zoster)	Generally no exclusion if lesions can be covered. If lesion cannot be covered, exclude until rash or lesions have crusted over.
Strep throat and Streptococcal skin infections (Impetigo)	Exclude until after 24 hours of antibiotic treatment.
Tuberculosis	Exclude until physician and Department of Health determine a person is not infectious.

<u>Disease and Incubation Period</u>	<u>Rules for Attendance</u>
Pediculosis (lice, "crabs")	The student may attend school after treatment. After repeated infestation of the same student, he or she may be excluded until all nits are removed.
Pink Eye (Conjunctivitis)	The student may attend school after the eye is clear or treatment is verified.
Plantar Warts	The student may attend school. Students should not be permitted to walk barefoot.
Ring Worm (scalp, body, athlete's foot)	The student may attend school if the area is under treatment and covered. Restrict known cases of athlete's foot from pools and showers until under treatment.
Rubella (German, 3-day measles) 14-21 days	The student may attend school after a minimum of 4 days. Prevent exposure to pregnant women.
Scabies (7-year itch or mites)	The student may attend school after treatment.
Streptococcal Infections (Scarlet Fever, Scarletina, Strep Throat)	The student may attend school 24 hours after initiating oral antibiotic therapy and treatment is verified.

Mumps	Exclude until five days after the onset of parotid gland swelling
Measles	Exclude until after four days of onset of rash.
Cytomegalovirus (CMV)	The student may attend school. Precautions should be taken by contacts with immuno- suppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Fifth Disease Erythema Infectiosum	The student may attend school with physician's permission.
Giardia	The student may attend school if he or she practices independent and hygienic bathroom skills. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex	The student may attend school during an active case if the student has the ability and practices appropriate personal hygiene precautions and the area of lesion is covered.
Mono (Infectious Mononucleosis, Glandular Fever)	The student may attend school with physician's permission. The student may need adjusted school days and activities.
Plantar Warts	The student may attend school. Students should not be permitted to walk barefoot.
Scabies (7-year itch or mites)	The student may attend school after treatment.
Ring Worm (scalp, body, athlete's foot)	The student may attend school if the area is under treatment and covered. Restrict known cases of athlete's foot from pools and showers until under treatment.
Pediculosis – Head Lice	The student may attend school after treatment. After repeated infestations of the same student, he or she may be excluded until all nits are removed.

### Reporting of Exposure Incidents

Through the use of various procedures, every effort will be made to prevent exposure to body substances. When an exposure incident occurs, steps to bring the exposure incident to resolution will occur as quickly as possible. It is the responsibility of the exposed student to follow the established procedures.

A significant exposure is defined as the specific exposure to the eye, mouth, other mucous membrane, broken or open skin, or peritoneal contact to blood or other potentially infectious materials that results from the performance of a student's duties. Examples of an exposure incident include: blood or body fluid splash to mouth, nose or eyes, puncture wound with contaminated sharps or human bite; mouth-to-mouth resuscitation with a resuscitative device. Body fluids include: peritoneal fluid, pericardial fluid, amniotic fluid, and other body fluid, including saliva, that is visibly contaminated with blood.

### Procedure:

- 1) When a suspected exposure incident has occurred, the school nurse, Huron Regional Medical Center, and/or the immediate supervisor will be notified.
- 2) The Accident/Injury Report form must be completed. The report will include information regarding route of exposure, circumstances under which the exposure occurred, and identification of the source individual, if known.
- 3) The school nurse will investigate the exposure incident for the possibility of a blood-bourne disease exposure. If the investigation indicates that an exposure incident has occurred, the procedure below will be followed:
  - a) The student will be referred to his/her personal physician.
  - b) The school nurse will provide the physician with a copy of the regulation, a description of the exposed student's duties, a copy of the Accident/Injury Report, results of the source individual's blood testing, if available, and all medical records relevant to the appropriate treatment of the student including vaccination status.
- 4) Post-exposure evaluation and follow-up will be provided at no cost to the student. All laboratory evaluations will be done at an accredited lab.



## Student Communicable Diseases

JHCC

### Reporting of Exposure Incidents

Through the use of various procedures, every effort will be made to prevent exposure to body substances. When an exposure incident occurs, steps to bring the exposure incident to resolution will occur as quickly as possible. It is the responsibility of the exposed student to follow the established procedures.

A significant exposure is defined as the specific exposure to the eye, mouth, other mucous membrane, broken or open skin, or peritoneal contact to blood or other potentially infectious materials that results from the performance of a student's duties. Examples of an exposure incident include: blood or body fluid splash to mouth, nose or eyes, puncture wound with contaminated sharps or human bite; mouth-to-mouth resuscitation with a resuscitative device. Body fluids include: amniotic fluid, and other body fluid, including saliva that is visibly contaminated with blood.

### Procedure:

- 1) When a suspected exposure incident has occurred, the school nurse and/or the immediate supervisor will be notified.
- 2) The Accident/Injury Report form must be completed. The report will include information regarding route of exposure, circumstances under which the exposure occurred, and identification of the source individual, if known.
- 3) The school nurse will investigate the exposure incident for the possibility of a blood-borne disease exposure. If the investigation indicates that an exposure incident has occurred, the procedure below will be followed:
  - a) The student will be referred to his/her personal physician.
  - b) The school nurse will provide the physician with a copy of the regulation, a description of the exposed student's duties, a copy of the Accident/Injury Report, results of the source individual's blood testing, if available, and all medical records relevant to the appropriate treatment of the student including vaccination status.
- 4) Post-exposure evaluation and follow-up will be provided at no cost to the student. All laboratory evaluations will be done at an accredited lab.

- 5) Post-exposure prophylaxis, counseling, and evaluation of reported illness will be provided through the physician.
- 6) Medical records for students who have had exposure will be maintained as required by OSHA regulations.

Student Communicable Diseases (Continued)

JHCC

- 5) Post-exposure prophylaxis, counseling, and evaluation of reported illness will be provided through the physician.
- 6) Medical records for students who have had exposure will be maintained as required by OSHA regulations.



*Your success is our business!*

August 2, 2017

Kelly Christopherson, Business Manager  
Huron School District No. 2-2  
PO Box 949  
Huron, SD 57350

We are pleased to confirm our understanding of the services we are to provide Huron School District No. 2-2 for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Huron School District No. 2-2 as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Huron School District No. 2-2's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Huron School District No. 2-2's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) Schedule of proportionate share of the net pension liability (asset)
- 4) Schedule of school district contribution
- 5) Schedule of funding progress

We have also been engaged to report on supplementary information other than RSI that accompanies Huron School District No. 2-2's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.

*Audit Objectives*

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

Mitchell, SD 57301  
1820 N Sanborn Blvd.  
PO Box 249  
(605) 996-7717, fax 996-4091

Chamberlain, SD 57325  
316 Sorensen Dr.  
(605) 234-6055, fax 234-5417

Huron, SD 57350  
239 Wisconsin Ave. SW, Ste 201  
PO Box 951  
(605) 352-8573, fax 352-8594

Sioux Falls, SD 57108  
4804 S Minnesota Ave.  
Ste. 225, Ste. 226  
(605) 271-1302

Miller, SD 57362  
114 E 3rd St.  
(605) 853-2130

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to governing board of Huron School District No. 2-2. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### *Audit Procedures—General*

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you

about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### *Audit Procedures—Internal Control*

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### *Audit Procedures—Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Huron School District No. 2-2's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Huron School District No. 2-2's major programs. The purpose of these procedures will be to express an opinion on Huron School District No. 2-2's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### *Other Services*

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Huron School District No. 2-2 in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### *Management Responsibilities*

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws

and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant

findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### *Engagement Administration, Fees, and Other*

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to South Dakota Department of Legislative Audit; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ELO Prof. LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal Government, the State of South Dakota, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ELO Prof. LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal Government or the State of South Dakota. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 2017 and to issue our reports no later than November 2017. Jamie Eldeen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will



be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Huron School District No. 2-2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. Also submit one copy to:

Martin L. Guindon, CPA  
Auditor General  
Department of Legislative Audit  
427 South Chapelle St  
Pierre, SD 57501-5070

Very truly yours,

ELO Prof. LLC



Jamie Eldeen, CPA

**RESPONSE:**

This letter correctly sets forth the understanding of Huron School District No. 2-2.

Management signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Definitions

*Authorized Persons:* Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the district.

*Criminal History Record Information (CHRI):* A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

*Criminal Justice Information Services (CJIS):* The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

*Local Agency Security Officer (LASO):* liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) Identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the MSHP of any security incidents, and (7) support any district security audits.

*Noncriminal Agency Coordinator (NAC):* primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

*Point of Contact (POC):* District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

*Security Incident:* An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

### Policy Statement

The District is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the district will require each person over eighteen years of age hired by the district, who is a regularly scheduled volunteer ~~two or more times~~ during the school year, or is a volunteer chaperoning an overnight trip, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who volunteer two or more times during the school year, or are employed by an entity which provides the District direct or indirect student services shall be required. The criminal background investigation shall be done by means of fingerprint checks by the

Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

### Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent shall be the District's Point of Contact(POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

### Criminal Background Checks

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an

entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation.

2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall not pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District is subject to the requirements of this section. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose ~~employment with the District~~ or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.

~~8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.~~

~~9. The District shall run a background check on employees of or applicants for employment with a contractor that does business with the district if the person will be working on school property. The contractor shall be responsible for the cost of the criminal background check.~~

10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.

- a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
- b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.

- c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
14. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a

ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.

15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District direct or indirect student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

### Training

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

### Confidentiality

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).



2. Information received by the district pursuant to a criminal background check is confidential. Only authorized persons within the district may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property. The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

### **Access and Retention**

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor. Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.

3. The District will not disseminate CHRI across state lines.
4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District ~~may~~ shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

### Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. name of District;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;
4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached

to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.

6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes

### **Security**

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only. Electronic data will be protected with encryption as designated by the state or federal

government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.

4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the district contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

### **Security Incident Response Plan**

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

### **Consequences**

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

## Christopherson, Kelly

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**From:** Christopherson, Kelly  
**Sent:** Thursday, August 03, 2017 9:03 AM  
**To:** Rodney Freeman Jr.  
**Cc:** Nebelsick, Terry; Venables, Dolly  
**Subject:** ASBSD Sample Background Check Policy  
**Attachments:** GCDB Background Checks.docx; GCDB-E(1) Noncriminal Justice Applicant's Privacy Rights.docx

Hi Rodney,

ASBSD recently made a sample Background Check policy available to the schools. I have attached it and another sample policy – Noncriminal Justice Applicant’s Privacy Rights. It is required that schools have a background check policy now.

I have several things to run by you regarding these new policies.

1. Background Check Policy – Page 2 – First paragraph under Policy Statement. In accordance with state and federal law, regulations, and policies, the district will require each person over 18 years of age to be fingerprinted if they provide direct or indirect student services. This will be a change for us if we have any students providing direct or indirect student services. We have not fingerprinted any of our current students until they graduated. I don’t think this will require us to fingerprint our current students on the grounds crew, arena clean-up crew, or school board meeting video crew. What do you think?
2. Background Check Policy – Page 2 – First paragraph under Policy Statement. In accordance with state and federal law, regulations, and policies, the district will require each person who is a volunteer 2 or more times to be fingerprinted if they provided direct or indirect student services. This will be a change for us, we have not fingerprinted our volunteers unless they were “regularly scheduled” or are chaperoning an overnight trip. Do you think we can change this policy to say “regularly scheduled” or are chaperoning an overnight trip?
3. Background Check Policy – Page 4 – number 4. We currently do not pay for employees to be fingerprinted and we do pay for volunteers to be fingerprinted. We plan to change this to say the prospective employees must pay for their own fingerprints.
4. Background Check Policy – Page 4 – number 8. I will recommend the school board completely remove number 8. I don’t want to be forced to accept a 5 year old background check completed by another school district. If we hire someone who happens to be working in another school district at the same time I want to be able to require fingerprints. What do you think?
5. Background Check Policy – Page 5 – number 9. I will recommend the school board completely remove number 9. I don’t think it is feasible for us to try to enforce this. What do you think?
6. Background Check Policy – Page 6 – number 13. I like this wording in number 13. Compare this wording to the other sample policy, Noncriminal Justice Applicant’s Privacy Rights, page 1, bullet 3, “the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.” These 2 policies seem to be sending a conflicting message. I would like to change the Noncriminal Justice Applicant’s Privacy Rights policy to say “The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).” What do you think?
7. Background Check Policy – Page 6 – number 14. “Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year

employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI." Are you okay with this wording?

8. Background Check Policy – Page 9 – number 6. In line one I plan to recommend changing “shall” to “may”. We don't plan on transferring our fingerprint results to any other school district except an area school that we may share a substitute teacher with. We plan to decline all other requests. This is based on advice from DCI to me. What do you think?

Please let us know if you have any other advice on this policy before we take it to the School Board.

Thanks

Kelly Christopherson  
Business Manager  
Huron School District 2-2  
605-353-6995

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## Christopherson, Kelly

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**From:** Rodney Freeman Jr. <rfreeman.huronlaw@midconetwork.com>  
**Sent:** Tuesday, August 08, 2017 2:19 PM  
**To:** Christopherson, Kelly  
**Subject:** RE: ASBSD Sample Background Check Policy

Kelly,

Regarding the ASBSD Sample Background Check Policy, I worked with Gerry Kaufman and several other school attorneys to put that policy together although Gerry did 99% of the work. As far as your specific questions, I also checked with Gerry on a couple that I wasn't 100% sure about and I'll just go through in the order you presented and respond.

1. Kelly I agree with you that we don't need to do it for the students.
2. I have no problem with changing the policy to say regularly scheduled or chaperoning.
3. This is optional with us whether we pay or not. We are not required to, so you can change it anyway you and the board want.
4. We are certainly free to eliminate no. 8.
5. We are free to completely remove no. 9 as that is not a federal or state requirement.
6. I have no problem with your change of language.
7. I think your wording is good.
8. I don't have any problem with changing shall to may.

Thanks Kelly,  
Rodney Freeman  
Churchill, Manolis, Freeman,  
Kludt, Shelton & Burns, LLP  
333 Dakota Avenue S, 2<sup>nd</sup> Floor  
PO 176  
Huron, SD 57350  
Phone Number: (605) 352-8624  
Fax Number: (605) 352-2205  
E-mail:Rfreeman.huronlaw@midconetwork.com

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## NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

GCDB-E(1)

As an applicant who is the subject of a national (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment), you have certain rights which are discussed below.

- You must be provided written notification (1) that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.(2)
- If the FBI criminal background check reveals that you have a criminal history record, the District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI). ~~the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.~~
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council. (3)

FBI rules prohibit the District from providing you a copy of the FBI record. You may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

(1) Written notification includes electronic notification, but excludes oral notification.

(2) <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>.

(3) See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d)