

Mission: *To develop lifelong learners through effective teaching in a safe and caring environment.*

Vision: *Educational excellence for every child – setting the standard others aim for.*

AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
November 27, 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**

December 5	HHS Parent/Teacher Conferences 5:30 – 8:45
December 6	Early Release
December 11	Board of Education Meeting – 5:30 p.m. IPC
December 25-29	Holiday Break – No School
January 1	New Year’s Day Holiday – Happy New Year!
January 8	Board of Education Meeting – 5:30 p.m. IPC
January 10	Early Release
January 15	Martin Luther King Holiday – No School
January 20	Credit Recovery Day
January 22	Board of Education Meeting – 5:30 p.m. IPC
January 29	HHS Registration Open House – 5:30 – 8:45
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) **Board Approval of New Hires**

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

 - 1) Dee Tun / Food Service – Washington 4-5 Center Satellite / \$12.99 per hour
 - 2) John Hinners / Transportation Dept / Substitute Bus Driver / \$25 per hour
 - b) **Contracts for Board Approval**
 - 1)
 - c) **Resignations for Board Approval**
 - 1)
 - d) **Consideration and Approval of Bills** – See attached list

(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:**

- **Jayda Schillingstad and Havyn Heinz** for being selected 1st Team All ESD in volleyball
- **Alex Hill, Travis Kleinsasser, Zach Siemonsma, and Isaac Carr** for qualifying for Academic All State in football.
- The following teams/groups qualified for the SDHSAA Academic Achievement Award by collectively achieving a combined GPA of 3.0 or higher.
 - Boys Golf
 - Girls Cross Country
 - All-State Chorus
 - Football Team
 - Football Cheerleaders
 - Competitive Cheer
 - Competitive Dance
 - Volleyball Team
 - Oral Interpretation
 - Boys Soccer
 - Girls Soccer
- All of the students who participated in the HMS Quiz Bowl Invitational. Huron Team 3, which included Mason Davis, Mattlyn Fryberger, Sike Noke, and Noah Beck, won first place by beating Pierre in a 6 to 1 victory. Huron 2 Team took 4th place winning over Madison 2. Congratulations teams – well done!

THANK YOU TO:

- All those who volunteered to make the Huron Middle School Quiz Bowl Invitational a wonderful academic experience for 6 HMS teams and 9 teams from the surrounding area.

10. **REPORTS TO THE BOARD:**

- a) **Classified Employee of the Month – Presented by Mrs. Heinz,**
Buchanan K-1st Grade Center – Robert Brooks, SPED Para-Educator,
has been selected as Classified Employee of the Month for November 2017. Nomination comments are included in this packet. Congratulations Robert!
- b) **The Next Phase of 1-1 Technology in the High School** – Presented by Mike Radke and Roger Ahlers
- c) **Summer Feeding Mobile Lunch Update** – Presented by Carol Tompkins
- d) **Superintendent’s Report**

11. **OLD BUSINESS**

- a)

12. **NEW BUSINESS**

- a) **TAP Handbook Revision** – 1st reading - Sherri Nelson
- b) **Superintendent Contract Approval (2018-2021)**

13. **ADJOURNMENT**

**Huron School District
New Hire Justification**

Date: November 7, 2017

Applicant Information

Applicant Name: Dee Tun
Address: 376 16th Street S.E., Huron, SD 57350
Phone: (605) 353-5608
Education: Burma High School, Naypyiday, Myanmar
Experience: Cooks for church events and for holiday festivals.
References: Jeff Johnson, Htee Na, Dawn Mutchelknaus

Reason for New Hire

New Position: ---
Replacement: Replaces Dee Arnott at Washington Satellite Person

Position Information

Department: Food Service
Position: Washington 4-5 Center Satellite
Supervisor: Carol Tompkins
Responsibilities: Take food and supplies over to Washington
Hours: 5 ¾ hours

Hiring Information

Wages: \$12.99 per hour
Classification: Level II
Wage Justification: Probationary starting wage for level II position
Start Date: November 28, 2017
Requested by: Carol Tompkins (Administrator)

**Huron School District
New Hire Justification**

Date: *November 17, 2017*

Applicant Information

Applicant Name: *John Hinnners*

Address: *707 Simmons Ave. SE, Huron*

Phone: *352-0578*

Education: *University of Minnesota, St. Paul, MN*

Experience: *Forester, sales assoc., and food service*

References: *Don Burdick, Cindy Eckmann, Craig Brown*

Reason for New Hire: *Building up pool of substitute bus drivers.*

New Position:

Replacement:

Position Information

Department: *Transportation*

Position: *Sub Bus Driver*

Supervisor: *Kathie Bostrom*

Responsibilities: *Sub Bus driver*

Hours: *Vary*

Hiring Information

Wages: *\$25 an hour*

Classification: *Class 4*

Wage Justification: *2017-2018 Hiring Schedule for Sub. Drivers.*

Start Date: *November 1, 2017*

Requested by: *Kathie Bostrom*

8/25/14

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>		1		
Checking	1	Fund: 21 CAPITAL OUTLAY FUND		
STANDARD & POOR'S		ISSUANCE COSTS	4,500.00	
			Fund Total:	4,500.00
			Checking Account Total:	4,500.00

Classified Employee of the Month

Name	<u>Robert Brooks</u>
Position	<u>Special Education Para-Educator – Buchanan K-1 Center</u>
Date	<u>November 2017</u>

The staff at Buchanan Elementary would like to nominate Robert Brooks, SPED Para Educator, for the Classified Employee of the Month. Mr. Brooks is a hard worker and team player. He possesses the characteristics for the Classified Employee of the Month. He works with children one on one, in small groups, and completes various tasks for teachers. Below are some things Robert's co-workers wrote about him.

- He is concerned about all the students in the classroom and wants the best for each one.
- He is willing to step in wherever and whenever he is needed without hesitation.
- He has a positive attitude.
- He shows a high level of professionalism inside and outside the classroom daily.
- He communicates well with all team members.
- He is so excited when a student succeeds.
- He comes up with new strategies to try if something is not working.
- He is eager to learn about the physical limitations of a student he works with.
- He accepts all suggestions given and implements the modifications immediately.
- He has researched and implemented the technology needed to help make this student independent in the general classroom.

Robert is one of the keys to making the Buchanan K/1 Center a pleasant place to work. Way to go Robert!

Summer Feeding Mobile Lunch - Update

We are working toward offering mobile lunches this summer here in Huron. This would be in addition to our regular summer lunch at the Middle School site.

I have spoken to Child and Adult Nutrition and know what is expected in order to meet the health code requirements plus the summer nutrition program requirements.

I sent home parent surveys and have compiled the responses. Response rate was 13% (326 total responses).

Over half of the respondents said mobile lunches would be beneficial for them or others.

It appears there is a significant number of number of children (488) between 1-18 who could benefit. Although some may not attend every day.

Parents responded favorably to feeling safe allowing their children to come eat with us. Once we have more finalized plans, I feel they will be even more comfortable.

I was a bit surprised that almost a ¼ of parents replied they were not aware of our summer lunch program at the Middle School each summer. I hope that our survey helped spread the word we do offer a summer program to feed children over the summer each day at the Middle School.

When asked which area of town they live in NE, NW, SE, or SW responses were:

SW 37%

SE 25%

NE 6%

NW 3%

Next, I will work on specific mobile sites and partners needed to pull this program together.

SUMMARY of Mobile Summer Feeding Survey 2017-updated November 13, 2017

Total numbers of surveys returned 326 district wide, total number sent out 2,565. Return rate was 13%.

1. Will this be beneficial having your children eat lunch at a **MOBILE** summer meal program site?

Yes = 188 No = 73

2. How many children would you send each day between the ages of 1-18 years of age to eat?

488 Children

3. With school foodservice staff preparing/serving/supervising meals, will you feel safe allowing your children to come to eat with us each day at **MOBILE** summer meal program site?

Safe = 200 Not Safe = 32

4. Do you have any concerns about our plan to do **MOBILE** summer lunch program at this time?

(See individual school survey results for all parent comments)

5. Before today, were you aware Huron Public Schools currently offers a summer lunch program at the Middle School commons each summer?

Aware = 165 Unaware = 72

6. Please list your area of town such as NE, NW, SE, or SW to help us understand where our possible delivery sites could be located.

NE = 17 NW = 7 SE = 79 SW = 120

TAP Handbook Revision

Purpose of Report: To inform the board of proposed changes to the Tiger After School Program (TAP) Handbook.

District Goal: Community Relations

- Emphasize improving parent involvement

Explanation: The proposed addition to the TAP handbook is due to a federal requirement that has been in effect since the inception of the program but was recently discovered missing when Deb Bigge, Licensing Specialist did her annual inspection of program documents.

Procedures for Handling Suspected In-house Child Abuse:

If a staff member is suspected of abusing or neglecting a child in the program, the staff member will be suspended from child care duties until an investigation is completed by Law Enforcement or Child Protection Services. Once the investigation is completed, the continued employment of the staff will be evaluated depending on the outcome of the investigation. If allegations of abuse or neglect are substantiated, employment will be terminated.

Summary: The proposed revision is being recommended to meet federal requirements.

Administrative Recommendation to the Board: The Director of the Tiger After School program is sharing this information to inform the board of changes to made to the TAP Handbook.

Reference(s):

- Tiger After School Program Handbook (Revised November 2017)

**HURON SCHOOL DISTRICT
Huron, South Dakota
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT made and entered into this 1st day of December, 2017, by and between the **Huron School District #2-2**, hereinafter referred to as District, and **Terry Nebelsick**, hereinafter referred to as Superintendent.

- 1) **Term.**
The District hereby employs Superintendent, and Superintendent hereby accepts such employment to undertake and fulfill the duties and obligations of Superintendent of Schools of the Huron School District for a term of three (3) years commencing on July 1, 2018 and continuing until June 30, 2021.
- 2) **Certification.**
Superintendent shall hold a valid certificate issued by the State of South Dakota.
- 3) **Duties.**
Superintendent shall be responsible for all matters outlined in his job description.
- 4) **Outside Activities.**
Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Superintendent may, at his option, continue to draw a salary while engaged in outside activities as described above. In such cases, honoraria paid to Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.
- 5) **Compensation.**
District shall pay Superintendent at an annual base salary rate of **\$142,000 for the 2018-19 year. The salary for 2019-20 will be determined by December 31, of 2018. The salary for 2020-21 will be determined by December 31, of 2019.** Said compensation shall be paid to Superintendent in installments of 1/12 of the annual salary on the 20th of each month for services rendered during the preceding month.
- 6) **Professional Liability.**
The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the superintendent in his individual capacity, or in the capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of employment and excluding criminal litigation, and as such, liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of the superintendent and the legal position of the District, the superintendent may engage counsel in which event the District shall indemnify the superintendent for the cost of legal defense as permitted by state law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and the superintendent have adverse interests in such litigation.

- 7) **Evaluation.**
 The Board shall evaluate and assess, in writing, the performance of Superintendent as is stated in Board Policy. In the event that the Board determines that the performance of the superintendent is unsatisfactory, in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the superintendent. Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the superintendent's personnel file. Within 30 days of the delivery of the written evaluation to the superintendent, the Board shall meet to discuss the evaluation.
- 8) **Vacation and Other Benefits.**
 Superintendent shall receive **twenty-two (22)** days of vacation annually for 2018-19, and twenty-five (25) days of vacation for 2019-20 and twenty-five (25) days of vacation for 2020-21, exclusive of legal holidays and shall be entitled to **sixteen (16)** days of sick leave annually as set out in Board policy. Vacation shall be taken subject to the approval of the Board and within 12 months of the year in which it is earned and shall not be cumulative. Earned sick leave shall be cumulative to a maximum of **one hundred-fifty (150)** days or as otherwise provided by Board Policy.
- 9) **Expenses.**
 The District shall pay or reimburse Superintendent for all reasonable expenses incurred by Superintendent in the continuing performance of his duties under this employment agreement. However, notwithstanding the foregoing, any claimed expenses in excess of **seven hundred-fifty dollars (\$750)** shall be approved by the board before being incurred by Superintendent.
- 10) **Hospitalization.**
 The District shall pay the cost – less 10% of single premium per month - of two-party hospitalization and major medical insurance for the Superintendent during the term of this agreement in accordance with the basic insurance coverage provided to certificated members of the professional staff. No additional compensation shall be provided in lieu of family hospitalization and major medical insurance for members of his immediate family during the term of this agreement. If the need arises for hospitalization and major medical insurance for members of his immediate family not covered by hospitalization or major medical insurance, that hospitalization and major medical insurance shall be implemented at District expense.
- 11) **Termination of Employment Contract.**
 This employment contract may be terminated by:
- a) Mutual written agreement of the parties,
 - b) Resignation of the superintendent,
 - c) Disability of the superintendent.

In the event of disability by illness or incapacity, after the superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice at any time after the superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of thirty days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Superintendent to return to his duties, the District may require the superintendent to submit to a medical examination, to be performed by a licensed physician (M.D. or D.O.). The District and the superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of

the District. The physician shall limit his report to the issue of whether the superintendent has a continuing disability which prohibits him from performing the duties of a superintendent.

12) **Discharge for Cause.**

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including, but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and the superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session unless specifically prohibited by state law. Superintendent shall be provided a written decision describing the results of the meeting.

13) **Retention Stipend.**

The superintendent is entitled to the fixed amount of \$113,600 (80% of the 2018-19 contract) as an earned retention bonus. This amount will be provided to the superintendent if he formally resigns prior to December 31 of any year of the contract. The \$113,600 will be provided to his beneficiaries if he dies in office any time he is serving the district – through the end of this three-year contract.

Liquidated Damages –

- The retention stipend will be reduced to \$106,500 if notification is received during January of any year; to \$103,660 if notification is received during February of any year; to \$99,400 if notification is received between March 1 and March 15 of any year; and to \$92,300 if notification is received after March 15 of any year.
- The retention stipend will be reduced to \$92,300 regardless of the time frame if the superintendent accepts a public school superintendent position in another district prior to completion of this three-year contract or if the superintendent does not complete any full year of employment due to taking another position or assignment.
- The retention stipend will be null and void if the superintendent does not complete the full term for any contract year without any of the aforementioned reasons.

Exception – There will be no liquidated damages if the late retirement or incomplete contract year is due to the superintendent being unable to complete his last full year of employment due to serious health/medical problems or disability. The superintendent would receive the full retention stipend.

(14) **Savings Clause.**

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

Any item regarding employment of Superintendent not specifically addressed in this contract will be subject to general administrative guidelines as per Board Policy.

IN WITNESS WHEREOF, DISTRICT has caused this employment contract to be approved in its behalf by a duly authorized officer and the **SUPERINTENDENT** has approved this employment contract effective on the day and year above specified.

Superintendent

President of the Board

Date

Business Manager

WITNESS: _____