

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
February 26, 2018
5:30 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

March 7	Early Release
March 12	Board of Education Meeting – 5:30 p.m. IPC
March 12 & 13	HMS Parent/Teacher Conferences 4:00 – 7:15
March 16	Spring Break – No School
March 26	Board of Education Meeting – 5:30 p.m. IPC
March 26	Certified Negotiations First Round
March 27	4 th /5 th Grade Parent/Teacher Conferences 3:30 – 6:45
March 27	HHS Parent/Teacher Conferences 5:30 – 8:45
March 30	Holiday Break – No School
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) Nayeli Aduato / Substitute Teacher - \$120 per day / Substitute Para-Educator - \$13.66 per hour
 - 2) Nicole Gerber / Food Service – MS Salad/Breakfast / \$14.28 per hour
 - 3) Kim Borkowski / Food Service – Washington Helper / \$13.14 per hour
 - 4) Ken Gutierrez/Substitute Custodian/\$15.00 per hour
 - b) **Contracts for Board Approval**
 - 1)
 - c) **Resignations for Board Approval**
 - 1) Bobbie Matthews / ESL Teacher – HMS / 11 years
 - d) **Consideration and Approval of Bills** – See attached list
 - e) **Request Approval of Statement of Work from Larson's Early Childhood Professional Services** – Agreement to perform IFSP (Birth to Three) Services for the Huron School District.

- f) **Request Approval of Conditional Sale Agreement from Apple Inc. to purchase iPads for Huron High School.**
- g) **Intent to Apply for Grant Funding**

Group Applying	Huron Middle School
Contact Person	Sherri Nelson
Name of Award	Teach to Lead Summit
Name of Funder	US Dept. of Ed & ASCD
Amount to be Requested	2 Day Summit (free)
Project Focus	Assist teacher-led team in developing an action plan for an idea/project they want to implement.

(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. **Exchange of Negotiations Packages**

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

- **Kari Eulberg** (HS Special Education Teacher) and **Sheena Schoenwetter** (Buchanan K-1 Center Special Education Para-Educator) for being nominated for the Parent Nominated Special Education Staff of the Year Award.
- **Tara (1st Grade Teacher – Buchanan K-1 Center) and Andrew Ulvestad** on the birth of their son Bentley Andrew, born February 17th. Congratulations!

THANK YOU TO:

- **Jack Link's** for their donation of \$20,000 to the high school to support leadership opportunities for our students.

11. **REPORTS TO THE BOARD:**

- a) **Classified Employee of the Month – Presented by Mike Radke**
Sandy Swenson, HS Custodian, has been selected as Classified Employee of the Month for March 2018. Nomination comments are included in this packet. Congratulations Sandy!
- b) **Good News Report – Huron Middle School – After School Clubs - Mr. Taplett**
- c) **Smarter Balanced Interim Assessments – Rodney Mittlestedt and Chris Rozell, Linda Pietz and Erica Boomsma, and Janna Cobb and Brittni Strand**
- d) **LAN Report – Tim Van Berkum**
- e) **Superintendent's Report**

12. **OLD BUSINESS**

- a) **District Branding – Garret Bischoff and Craig Lee**
Superintendent recommends approval of contract with HenkinSchultz Creative Services

13. **NEW BUSINESS**

- a) **Sixth Grade participation in Junior High Track**
Superintendent recommends piloting the program
- b) **Student Meal Policy** - change wording – 1st reading

14. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:

- (1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractors.
- (2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student.
- (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.
- (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

15. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: February 14, 2018

Applicant Information

Applicant Name: Nicole Gerber

Address: 333 Humbert Street, Cavour, SD 57324

Phone: (605) 350-9308

Education: High School Sundance, Wyoming

Experience: Dietary Aide

References: Mandy Siedschlag, Raysha Newell, Teresa Dittman

Reason for New Hire

New Position: ---

Replacement: Replaces Janet Johnsen

Position Information

Department: Food Service

Position: MS Salad/Breakfast Person

Supervisor: Carol Tompkins

Responsibilities: Prepare MS breakfast and all parts of fruit and salads for school lunch. Serve lunch, some clean up.

Hours: 7:15 am to 1:15 pm

Hiring Information

Wages: \$14.28 per hour

Classification: IIIB

Wage Justification: FS Hiring Schedule

Start Date: March 5, 2018

Requested by: Carol Tompkins

(Administrator)

**Huron School District
New Hire Justification**

Date: February 14, 2018

Applicant Information

Applicant Name: Kim Borkowski
Address: 485 57th Street S.E., Huron, SD 57350
Phone: (605) 352-9240
Education: Bachelor degree from SDSU
Experience: Home Cook
References: Stephanie Tyler, Caroline McGillvery, Craig Fonder

Reason for New Hire

New Position: ---
Replacement: Replaces DeAnn Arnott

Position Information

Department: Food Service
Position: Washington Helper
Supervisor: Carol Tompkins
Responsibilities: Help prepare and serve lunch
Hours: 7:00 am – 1:45 pm

Hiring Information

Wages: \$13.14 per hour
Classification: Level II
Wage Justification: Probationary starting wage
Start Date: February 21, 2018
Requested by: Carol Tompkins (Administrator)

Bobbie Matthews
1080 Ashwood Lane
Huron, SD, 57350

February 12, 2018

Dear Mr. Taplett and Mrs. Hinker,

Please accept my resignation from my position as an ESL Teacher at Huron Middle School at the end of the present contract year.

My students have given me great pleasure over the years, and the administration has been very supportive during my tenure with the school district. I have learned much from teaching here, and everyone will be greatly missed.

I wish you all the best.

If I can be of any assistance to you during the remainder of the term, please let me know.

Sincerely yours,

A handwritten signature in black ink that reads "Bobbie Matthews". The signature is written in a cursive style with a large, looping flourish at the end of the name.

Bobbie Matthews

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>				
	1			
Checking	1	Fund: 10 GENERAL FUND		
MAILFINANCE		LEASE	1,338.00	
NORTHWESTERN ENERGY		UTILITIES	2,571.87	
SD HUMANITIES COUNCIL		PROF SVC	50.00	
		Fund Total:		3,959.87
		Checking Account Total:		3,959.87

Larson's Early Childhood Professional Services

Kristie Larson
720 13th St NE
Watertown, SD 57201
605-880-3011



Providing Early Childhood Education, Birth to Three Services, Special Instruction, Family Training, Consulting and other Professional Services to School Districts, local agencies and families in South Dakota.

Agreement to perform IFSP (Birth to Three) Services for Huron School District

Date	Services Performed By:	Services Performed For:
March 7, 2018	Larson's Early Childhood Professional Services Kristie Larson 720 13th St NE Watertown, SD 57201 605-880-3011	Huron School District 150 5th St SW Huron, SD

This Statement of Work (SOW) is issued pursuant to the Agreement between Huron School District ("Client") and Larson's Early Childhood Professional Services ("Contractor"), effective March 7, 2018 (the "Agreement").

This statement of work is effective as of March 7, 2018, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below.

Period of Performance

The services shall commence on March 7, 2018, and shall continue once day/week through August 15, 2018

Scope of Work

Contractor shall provide the Services as follows:

Birth to Three (IFSP-Part C) Services for families of Huron School District

Family Training and/or Special Instruction as specified by child's IFSP

Parent Handouts/Resources as identified/needed

Progress notes/reports for individual children as needed

Developmental Screenings/Evaluations/Referrals if/when needed

Coordination/Communication with B-3 Service coordinator and Huron School District personnel as needed and when children transition from IFSP

Contractor Responsibilities

Provide family training/special instruction in accordance with IFSP to assigned (Part C) Birth to Three families

Keep complete and accurate early intervention and fiscal records

Maintain current teacher certification to practice in the State of South Dakota

Client Responsibilities

- Provide Training (if needed)
- Provide IFSP's to Contractor
- Provide resources for printing copies/handouts for families
- Reimburse contractor at daily rate for developmentally necessary early intervention and professional services

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall be \$475/day unless otherwise agreed to by both parties.

This figure includes up to 4.75 hours/day of professional services and includes a minimum of 3 ¼ hours travel time, and mileage.

Item Description	Daily Rate
B-3 Family Training/Special Instruction/Professional Services	\$475

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly or daily rate for those resources identified.

Bill To Address	Director of Special Services
Huron School District 150 5 th St SW Huron, SD 57350	Lori Wehlander (605-353-6997)

Invoice Procedures

Client will be invoiced weekly for Birth to Three IFSP/professional services.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Huron School District

Larson's Early Childhood
Professional Services

By: _____
Name:
Title:

By: _____
Name:
Title:

Ref#: tfv123120

TO OUR VALUED CUSTOMER: This Conditional Sale Agreement ("Agreement") has been written in "Plain English". The words YOU and YOUR are used in this Agreement to mean the Buyer identified below. The words WE, US and OUR are used in this Agreement to mean the Seller, Apple Inc., its successors and assigns. Our address is 1111 Old Eagle School Road, Wayne, PA 19087. Please read YOUR copy of this Agreement carefully and feel free to ask US any questions YOU may have about it. Ref#: tfv123120

BUYER INFORMATION	Buyer Name HURON SCHOOL DISTRICT #2-2
	Address 150 5TH ST SW
	City State Zip HURON SD 57350
	Phone (605) 353-6990

SUPPLIER INFORMATION	Supplier Name APPLE INC.
	Address
	City State Zip
	Phone

EQUIPMENT/SOFTWARE INFORMATION	Quantity	New/Used	Equipment Make/Software	Model	Serial Number(s)	Description
Equipment/Software Location						
City County State Zip						

PAYMENT INFORMATION	Agreement Term: see add'l prov	Payment: see additional provisions below	Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other
	You agree to pay, at the time you sign this Agreement Payment (s) (plus applicable taxes) as an advance payment. If more than one Payment is due in advance, the additional Payment(s) will be applied to the end of the Agreement Term.		
	If checked here the Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement. <input type="checkbox"/> Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions One payment of \$317,432.50 due on July 15, 2018		

TERMS & CONDITIONS

1. **PURCHASE OF EQUIPMENT / SOFTWARE:** We agree to sell to YOU and YOU agree to buy from US, the Equipment and/or Software listed above (and on any attached schedule) (collectively, "Equipment", which may consist solely of Software) under the terms and conditions on the front and back (or both pages) of this Agreement. In order to maintain OUR rate of return, YOU authorize US to adjust the Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if YOUR acceptance of the Equipment is more than sixty (60) days from the date YOU sign this Agreement. The Payments are based on like term SWAP interest rates as published in the ICE Report Center daily update referencing USD Rates 1100 (<https://www.theice.com/marketdata/reports/180>). Unless WE have provided YOU with a written commitment to the contrary, YOU hereby authorize US to adjust the Payments, on or before the date on which WE accept this Agreement, in accordance with any change in the like term SWAP rate, to preserve OUR implicit finance rate as of the date WE quoted the Payment or finance rate, as applicable.

2. **TERM:** The Agreement goes into effect and the term of the Agreement begins when YOU accept the Equipment ("Commencement Date"). Unless otherwise indicated above, the first Payment is due when YOU sign this Agreement. Subsequent Payments will be due beginning on the first or the fifteenth day of the first full month following YOUR acceptance of the Equipment as WE shall designate and on the same day of each successive month thereafter until the balance of the Payments and any additional Payments or expenses chargeable to YOU under this Agreement are paid in full. YOUR obligation to pay the Payments and other obligations under this Agreement is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE. TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.

3. **LATE CHARGES/DOCUMENTATION FEES:** Whenever any Payment is not made within 10 days of its date due, YOU agree to pay US, within one month, a late charge of five percent (5%) of the amount past due, with a minimum of \$10.00 as compensation for OUR internal operating expenses arising as a result of such delayed payment, but only to the extent permitted by law. Unless included in the cost of the Equipment to US, YOU agree to pay US a fee of \$ 0.00 with the first Payment to reimburse OUR expenses for preparing financing statements and other documentation costs.

(Terms and Conditions continue on the reverse or 2nd page of this Agreement)

BUYER SIGNATURE	Buyer HURON SCHOOL DISTRICT #2-2	Date
	Signature	
	Print Name	
	Title	

SELLER SIGNATURE	Seller APPLE INC.	Date
	Signature	
	Print Name	
	Title	
	Agreement Number	

YOUR INITIALS ARE REQUIRED ON THE SECOND PAGE OF THIS AGREEMENT

4. DELIVERY AND ACCEPTANCE: YOU are responsible at YOUR own cost (unless such costs are included in the in the cost of the Equipment to US) to arrange for the delivery and installation of the Equipment. YOU agree to accept the Equipment when it is delivered and to sign the Certificate of Acceptance supplied by US. YOUR use of the Equipment shall comply with all insurance requirements, all applicable laws and regulations and all applicable Supplier, licensor and manufacturer requirements and instructions.

5. WARRANTY MATTERS: WE are selling the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FUNCTIONALITY, PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR THE LIKE. Provided no default has occurred and is continuing under this Agreement, WE assign to YOU for the term of this Agreement all warranties, if any, made by the manufacturer. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT.

6. SECURITY INTEREST, UCC FILINGS, PERSONAL PROPERTY, LOCATION AND INSPECTION: YOU grant to US a security interest in the Equipment (including all replacement parts, repairs, additions and accessories) and all proceeds from the foregoing. YOU authorize US to file UCC financing statement(s) with respect to the Equipment. Although the Equipment may become attached to real estate, it remains personal property and YOU agree not to permit a lien to be placed upon the Equipment. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens, from anyone claiming an interest in the real estate on which any item of Equipment is located. YOU will not move the Equipment from the Equipment location listed above without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

7. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. IN THE EVENT THE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR MANUFACTURER, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND/OR LICENSOR AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, RENT, LEASE, SUBLICENSE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Agreement and if WE do, the new owner will have the same rights and benefits that WE now have and the rights of the new owner will not be subject to any claims, defenses, or setoffs that YOU may have against US.

9. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

10. INDEMNITY: WE are not responsible for any losses or injuries caused by the manufacture, acquisition, deliver, installation, ownership, use, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries related to the Equipment or this Agreement. This indemnity will continue even after the termination of this Agreement.

11. TAXES: YOU agree to pay all license and registration fees, sales and use taxes, personal property taxes and all other taxes and charges relating to the ownership, sales, purchase, possession or use of the Equipment (except those based on OUR net income) as part of the Payment or as billed by US, or directly to the taxing jurisdiction when YOU are required to do so by the taxing jurisdiction. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Payment, plus reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

12. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the full replacement value of the Equipment, naming US as lender loss payee and without co-insurance. YOU will also obtain and maintain for the term of this Agreement, comprehensive public liability insurance with personal injury limits and property damage limits in amounts WE may from time to time require, naming US as additional insured. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right but not the obligation, to obtain such insurance, upon which we may make a profit, and charge YOU for all costs. YOU grant to US an irrevocable power of attorney to make claim for and receive and endorse all checks and other documents received as payment for such insurance policies.

13. DEFAULT: YOU are in default of this Agreement if any of the following occurs: a) YOU fail to pay any Payment or other sum when due; b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US or any Software license agreement; c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or d) YOU, any guarantor or any partner, voluntarily file or have filed against YOU or it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or it or a substantial part of YOUR or its assets.

14. REMEDIES: We may declare the entire balance of the unpaid Payments for the full term immediately due and payable, sue for and receive all Payments and any other payments then accrued or accelerated under this Agreement or any other agreement with all accelerated Payments being discounted to the date of the default at six percent (6%) per year, but only to the extent permitted by law; terminate this Agreement; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; cause the Software licensor to terminate all of YOUR rights to use any or all of the Software; and require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the agreement at six percent (6%) per year. YOU are also required to pay (i) all expenses incurred by US in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

15. SOFTWARE: YOU acknowledge that WE did not and will not create, manufacture, supply, distribute or license (i) the Software or (ii) any other software that subsequently may be installed in or used in connection with the Equipment.

16. WARRANTIES, FINANCIAL STATEMENTS: YOU warrant and represent that a) YOU have the necessary power and authority to enter into and perform YOUR obligations under this Agreement; b) the Equipment will be used for business purposes, and not for personal, family or household purposes; c) YOU agree to provide to US, YOUR financial statements (audited if available) annually within ninety (90) days of YOUR fiscal year-end.

17. CHOICE OF LAW: This Agreement shall be deemed fully executed and performed in the Commonwealth of Pennsylvania and shall be governed and construed in accordance with the laws thereof. YOU consent to and agree that personal jurisdiction over YOU and subject matter jurisdiction over the Equipment may at OUR option be with the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania with respect to any provision of this Agreement. YOU also agree to waive YOUR right to a trial by jury. YOU agree that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

18. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement, which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. If more than one Buyer signs this Agreement, the obligations of each buyer shall be joint and several. THIS AGREEMENT IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST LESS THAN \$1,000.

ATTACHMENT A — EQUIPMENT DESCRIPTION

CONDITIONAL SALE AGREEMENT

Attachment forming part of Conditional Sale Agreement Reference Number tfv123120 by and between HURON SCHOOL DISTRICT #2-2 ("Buyer") and Apple Inc. ("Seller").

EQUIPMENT INFORMATION:

Item #	Details & Comments	Qty
1	iPad Wi-Fi 32GB - Space Gray (10-pack) Part Number: BMGQ2LL/A iPad Wi-Fi 32GB - Space Gray (10-pack) Part Number: MP2R2LL/A Quantity: 850.000	85
2	Logitech Rugged Case for iPad (5th gen) - Blue (single unit) Part Number: HL732VC/A	850

BUYER SIGNATURE	Buyer <u>HURON SCHOOL DISTRICT #2-2</u>
	Signature <u>X</u>
	Print Name _____
	Title _____
	Date _____

SELLER SIGNATURE	Seller <u>Apple Inc.</u>
	Signature X _____
	Print Name _____
	Title _____
	Date _____
	Agreement Number _____

FISCAL FUNDING ADDENDUM

BUYER INFORMATION	Full Legal Name <u>HURON SCHOOL DISTRICT #2-2</u> DBA Name (if Any) _____
	Billing Address <u>150 5TH STREET</u> Phone Number <u>6053536990</u>
	City <u>HURON</u> County _____ State <u>SD</u> Zip Code <u>57350</u>
	Lease Number <u>tfv123120</u> Lease Date _____

EQUIPMENT INFORMATION	Equipment Location <u>SAME</u> Phone Number _____		
	City _____ County _____ State _____ Zip Code _____		
	Quantity	Model No.	Equipment Description (Attach Schedule if Necessary)
			See Attachment A

The above described Buyer ("Buyer") warrants that it has funds available to pay payments ("Payments") until the end of its current appropriation period. In the event Buyer's legislative body or funding authority does not appropriate funds to be paid to Seller for the above described Equipment & Maintenance ("Equipment"), Buyer may, upon prior written notice to Seller, effective sixty (60) days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Seller, at Buyer's expense; and thereupon, be released of its obligation to make all payments (Payments) to Seller due thereafter, provided: (1) The Equipment/ Maintenance is returned to Seller as provided for in the above described Installment Payment Agreement /Exhibit A ("Agreement"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Seller under the Agreement, up to the non appropriation date.

In the event Buyer returns the Equipment/Maintenance pursuant to the terms of the Addendum, Seller shall retain all sums paid hereunder by Buyer, including the Security Deposit (if any) specified in the Agreement.

Buyer further represents, warrants and covenants for the benefit of Seller that:

- (a) Buyer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Buyer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Buyer has complied with such public bidding requirements as may be applicable to this Agreement.
- (e) The Equipment described in the Agreement is essential to the function of the Buyer or to the service the Buyer provides to its citizens. Buyer has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Buyer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum will not be construed so as to permit the Buyer to terminate the Agreement at will or for convenience.

BUYER SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF BUYER)</small>
	Print Name _____
	Title _____ Date _____
	Buyer <u>HURON SCHOOL DISTRICT #2-2</u>

ACCEPTED BY SELLER	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership <u>Apple Inc.</u>

INVOICE

Apple Inc.

1111 Old Eagle School Road
Wayne, PA 19087

INVOICE NUMBER: TFV123120

INVOICE DATE: 02/06/2018

BILL TO: HURON SCHOOL DISTRICT #2-2
150 5TH ST SW
HURON SD 57350

DESCRIPTION	BASE PAYMENT	SALES TAX	TOTAL PAYMENT
Lease Payment	\$317,432.50	tbd	
Due 7/15/18			

DUE UPON RECEIPT: \$317,432.50

Remit to:
Apple Inc.
1111 Old Eagle School Road
Wayne, PA. 19087
Attn.: Robin Ficca

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for APPLE INC. to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: HURON SCHOOL DISTRICT #2-2

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? Yes No

If yes, please provide the PO# _____ and attach a copy of the purchase order (front & back) for our file.

Is a new purchase order required for each new fiscal period? Yes No

If yes, provide month/year PO expires _____

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? Yes No

Are you tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. Yes No

Do you require any special information to establish a vendor number for _____? Yes No

If yes, please advise: _____

Additional Comments: _____

If this box is checked, proof of insurance is mandatory, please provide your information below or refer to your insurance check list.

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

This form completed by: _____
(Name and Title)



ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? YES NO
 Is the equipment to be leased replacing any existing equipment? YES NO
 If YES, how long has the existing equipment been in use?
 1-3 years 4-5 years 6-7 years 7+ years

Why is the existing equipment being replaced? We are updating to newer technology

What will be done with the replaced equipment? moved to other schools in district

2. What grade levels, locations and departments will utilize the equipment to be leased?
 K-4 University Social Sciences
 5-6 Math Computer Lab
 7-8 Science Classroom: _____
 9-12 Language Arts Other: _____

Who will be the principal users of the equipment? (Total of all users below equal 100%)
 Students: 90 % Classified Faculty: _____ % Other: _____ %
 Certified Faculty: 10 % Administrative: _____ % Other: _____ %

What applications will the equipment be used for and what benefits will the equipment provide? (Please be detailed.) The equipment will be used by students and teachers for day to day curriculum work.
(Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?
 General Fund Other
 Fund: District Capital Outlay
 Grant Revenue (detail type of grant): _____
 Other: _____

Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? YES NO
If NO, why are the funds not appropriated and encumbered in an approved budget?

4. Has the District's governing Board approved entering into the lease? YES NO
 If YES, please provide a copy of Board Minutes or Resolution.
 If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _____

5. Has the School District ever non-appropriated funds? YES NO
 If YES, please provide details regarding any non-appropriation: _____

Completed By: Rogin Allen Completed By: _____
 Title: Technology Director Title: _____
 Date: 2-7-18 Date: _____

🍏 Purchase Order and Delivery Requirements

Large Order Delivery Requirements

In order to facilitate a timely and accurate product shipment, please accurately provide complete details. This document can be completed using *Preview* or *Adobe Acrobat*.

Please complete the following if your PO is >\$100K, >300lbs, and/or includes a Bretford Cart.

1. Does the delivery location have a dock? Yes No
2. Does the delivery location require a truck with lift gate? Yes No
3. Does the delivery location have a Forklift/Pallet Jack? Yes No
4. Does the delivery location have the manpower to offload the quantity of freight they are expecting? Yes No
5. Can the delivery location accommodate a 53-foot trailer if they are expecting an FTL (full truckload) size shipment? Yes No
6. Does the delivery location require an appointment? Yes No
7. Can you accept the entire delivery at once? Yes No
8. Does the delivery location require inside delivery? Yes No

(Please note that the carrier is unable to deliver this product up **stairs**. We advise that you make alternate arrangements to bring the delivery to the required floor.)

- Is there a freight elevator at the delivery location? Yes No

9. List the name and phone number for 2 delivery location contacts:

a. Diana Nebelsick - 605-353-6995

b. Roger Ahlers - 605-354-3678

10. Are there any holidays, closure dates or hours of operation that would prevent an 8am-5pm delivery? *Our next school holidays are March 30 and April 2. All others should be ok.*

11. Are there any other special delivery requirements we should be aware of?

No

PO Box 949
Huron, SD 57350
605-353-6992



Sherri Nelson
Director of Curriculum,
Instruction, and Assessment
Sherri.Nelson@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/19/18 Group Applying: Huron Middle School Contact Person: Sherri Nelson

Name of Grant/Award: Teach to Lead Summit

Name of Funder: US Dept of Ed + ASCD Contact Person: _____

Amount to be Requested: 2 Day Summit (Free) Funder's Submission Due Date: 2/28/18

Project Focus: Assist a teacher-led team in developing an action plan for an idea/project they want to implement.
How awarded amount received? Full amount up front _____ Reimbursement

Are any follow up reports required? Yes _____ No If yes, when are they due? When Requested

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No _____

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Travel expenses (airfare) for 5 staff members + some meals to Nashville

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o The person or group applying will need to submit the following documentation to the curriculum and business offices:
 - o A copy of the completed grant application.
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Sherri Nelson 2/19/18
Building/Department Administrator Date

Signature: Sherri Nelson 2/19/18
Sherri Nelson, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 2-20-2018
Kelly Christopherson, Business Manager Date

Date Presented to School Board: _____

Classified Employee of the Month

Name	<u>Sandy Swenson</u>
Position	<u>High School Custodian</u>
Date	<u>March 2018</u>

Mrs. Swenson comes to work each day prepared not only to ensure the school is clean, but to get to know the students and help them in any way she can. In addition to her other duties, Sandy helps to supervise the lunch room and spends that time visiting with students and advising them on various issues. The following is part of a note that was sent to the superintendent about Mrs. Swenson.

My Grandson chose to do his Generations project on me. While working on it he told me that he showed it to "Swenson" the custodian and she gave him some tips. He said, "She is my favorite adult at school" I can't think of a better compliment. I don't know Mrs. Swenson but I do know she makes a difference in the life of my grandson and probably many other students.

We are happy to have Sandy as part of our staff and she sets a great example of how important all our employees are to our students.

The Smarter Balanced Assessment System has three major components: end-of-year summative assessments designed for accountability purposes, interim assessments designed to support teaching and learning throughout the year, and a suite of tools and resources in the Digital Library that support classroom-based formative assessment practices.

Interim assessments can serve a variety of educator needs. To better support the variety of possible uses consistent with member education agency policies, local districts may establish the timeframe, administration policies, and scoring practices for interim assessments. The interim assessments are considered non-secure and non-public. The non-secure designation provides educators the flexibility to access the questions and their students' responses to the questions. The non-public designation prohibits posting the interim assessments publicly, allowing educators to use the interim assessments as a standardized assessment if they choose to do so. Because the interims are non-secure, they are not intended to be used for accountability purposes. The interim assessments also include all of the accessibility resources that are available in the summative assessment to provide accurate results for all students.

Features of Interim Assessments

- Flexible administration options that better support local purposes
- High quality items that are placed on the same scale as the summative assessment and include the full array of accessibility resources that are available on the end-of-year summative assessment
- May be used to measure students' knowledge and skills in grade levels other than their enrolled grades
- A rigorous item bank that:
 - Covers the range of Depth of Knowledge described in the Common Core State Standards (CCSS)
 - Allows educators access to the test questions and their students' responses to the questions as part of educators' instructional process to address students' relative strengths and needs for improvement

Two Types of Interim Assessments

Interim Comprehensive Assessments (ICAs) are assessments that measure the same content as the summative assessment. Therefore, the ICAs may be helpful for purposes such as determining the knowledge and skills of students who are new to the district or the state, enrolled in non-tested grades (e.g. grades 9 and 10) and providing interim information after a significant period of instruction.

Interim Assessment Blocks (IABs) are assessments teachers can use throughout the school year to focus on more focused sets of related concepts in mathematics and English language arts (ELA). Since the IABs are more granular than the ICA, educators may be better able to administer the assessments during the school year in a manner more consistent with the sequence of their curricula.

Huron School District

Brand Identity Proposal
February 20, 2018

www.henkinschultz.com

fax: 605.331.2556

phone: 605.331.2155

SD 57108

Sioux Falls,

6201 South Pinnacle Place,

HenkinSchultz

SUBMITTED BY:
HenkinSchultz Creative Services
6201 South Pinnacle Place
Sioux Falls, SD 57108
605.331.2155
HenkinSchultz.com



Logos

Design and produce the following logos to create a unified brand identity package for the Huron School District. Price includes color palettes and comprehensive master logo packets for each logo, provided to client electronically and/or on disc.

Huron School District Logo

One primary mark \$2,000

Huron Academic Logo

One primary mark \$2,000

Huron Spirit Logos

Three primary marks and three secondary marks \$2,500

Business Package

Design and layout stationary, envelope, business card templates and email signature line template \$1,250

Brand Standards Guide

Design and layout of brand standards guide, approximately 8 Pages in length that provides instructions on logo, color and font usage. \$2,300

Travel/Meeting Time

Two HenkinSchultz employees making two trips to Huron, SD for two in person meetings. \$1,500

Total: **\$11,550**

Estimates do not include printing, shipping or sales tax. Estimates may vary depending on client revisions or requests.

Thank you for giving HenkinSchultz the opportunity to present our contract for your approval.



PROJECT TERMS

Terms of Contract

No deposit is required. A final bill will be sent once all work is complete.

This proposal does not include additional features not listed. Alterations to the above scope may result in additional charges.

Please indicate your acceptance by signing this confidential agreement.

Accepted By:

Huron School District

Date

HenkinSchultz Creative Services

Date

Thank you for your business. We look forward to working with you on this project.



Student Meal Policy/Negative Account Balances

All school meals and a la carte purchases shall be paid for in advance or at the point of sale.

Low balance meal notifications shall be given ~~verbally to students and~~ **in the form of** notes ~~will be~~ sent home.

Negative balance meal notifications could also include a letter directly to the home or a personal call from the school cashier and/or nutrition director.

A report of all negative balances shall be provided by the School Nutrition Office to the ESL Director, the Nutrition Director, and the school nutrition Bookkeeper in the Business Office on a monthly basis. Building specific negative balance lists will be sent to Principals only in their area of supervision on a ~~weekly~~ **monthly** basis in an effort to prevent students from reaching negative balances of \$50.00 or more.

Second entrée and a la carte sales are prohibited from being charged to an account when an account has a negative balance. Cash sales for second entrée and a la carte are allowed.

Negative balance amounts that reach \$50.00 or more will be turned over to a collection agency for collection including any fees that may result.

A 30% finance charge/late fee will be added to any amounts turned over to a collection agency.