

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

Vision: *Respect – Pride – Excellence for All*

AGENDA
BOARD OF EDUCATION – ANNUAL MEETING
Instructional Planning Center/Huron Arena
July 13, 2020
5:30 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **According to SDCL 13-8-14, the Board of Education's first order of business is to swear in Shelly Siemonsma as new term board member.**
Mr. Christopherson will chair the meeting for the swearing in exercises.
4. **Selection of the Board Chairperson**
Mr. Christopherson will chair the meeting until the new board chairperson has been selected. Nominations do not require a “second” to the nomination.
5. **Selection of the Vice-Chairperson**
6. **Roll Call**
Student Board Member Welcome has been postponed until an election is held in the fall as elections were interrupted by COVID-19.
7. **Adoption of the Agenda**
8. **Dates to Remember**

July 15	On-line Only Auction at Benmeyerauctions.com. Check the website for bidding hours. Lots start closing on Wednesday, July 15 @ 6pm.
July 26	Graduation – 2:00 p.m. Tiger Stadium (4:00, 6:00, & 8:00 p.m. – Rain makeup options). Graduation will not be rescheduled if these times do not work.
August 10	Board of Education Meeting 5:30 p.m. - IPC
August 10-14	NEW Teacher Orientation Days
August 10	NEW Teacher/Board Luncheon – 11:30 Middle School Commons
August 10	Substitute Teacher In-Service – Middle School Commons 1:00 High School 2:00 Elementary / Middle School
August 18	All Staff Required Meeting – 9:30 – 12:15 – HHS Auditorium
August 18-21	Teacher In-Service
August 24	Board of Education Meeting 5:30 p.m. – IPC
August 24	First Day of School for Grades 1 – 12
August 24-27	Kindergarten Screening
August 28	First Day of School for Kindergarteners
September 2	Early Release – State Fair
September 3-7	South Dakota State Fair
September 7	State Fair / Labor Day Holiday
September 18	Homecoming – Early Release
9. **Community Input on Items Not on the Agenda**
10. **Budget Hearing – Public Input on Hearing is Welcome**

11. **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 disclosure submitted for the purpose of notifying the School Board of a direct benefit from a contract that was previously approved, requires disclosure and no action by the Board. A disclosure submitted for the purpose of notifying the School Board of an interest in a contract will not require Board action. Disclosure information will appear on the agenda and in the meeting minutes.

Disclosure Reflecting a Direct Benefit from a Contract (Requires Board Action – Roll Call Vote May be Needed):

Board Members

- a) School Board Member Tim Van Berkum – DB2021-9
- b) School Board Member David Wheeler – DB2021-1

Administrators

- a) Principal Heather Rozell Madison 2nd/3rd Grade Center – DB2021-3
- b) Director of Technology Roger Ahlers – DB2021-4
- c) Director of Buildings and Grounds John Halbkat – DB2021-8
- d) Assistant Principal – Huron High School - Rodney Mittelstedt – DB2021-2
- e) Principal Laura Willemsen Huron Middle School – DB2021-6
- f) Principal Laura Willemsen Huron Middle School – DB2021-7
- g) Director of School Nutrition Amanda Schumacher – DB2021-5
- h) Principal Mike Radke Huron High School – DB2021-10

Disclosure Reflecting an Interest in a Contract (No Board Action):

- a) School Board Member Tim Van Berkum – IC2021-50

12. **CONSENT AGENDA**

The superintendent recommends approval of the following:

- a) **Approval and/or Corrections of Minutes of Previous Meetings**
- b) **Approval and/or Corrections of the Financial Report**
- c) **Consideration and Approval of the Bills**
- d) **Official Designation of the Business Manager**
 - Kelly Christopherson shall be designated as the business manager. This designation shall include the authorization to handle all financial transactions on behalf of the District, to negotiate and oversee all savings accounts, checking accounts, and investments.
- e) **Determination of Meeting Dates**
 - The Board of Education normally meets the 2nd & 4th Mondays of the month with the exception of the second meeting in December and the second meeting in July. Also, if a Monday holiday falls on a Board meeting day, the meeting will be moved to the following Tuesday. Board meetings currently begin at 5:30 p.m. in the Instructional Planning Center located on the 2nd floor, southwest corner, of the Huron Arena.
- f) **Set Salary for Board Members**
 - The Superintendent recommends board members be paid \$70 per meeting – and the Board Chairman/Vice-Chairman be paid \$75 per meeting. (According to statute, board members may be paid up to \$75 per meeting.)
- g) **Designation of an Official Newspaper**

The board should designate the Huron Plainsman as the official newspaper.

- q) **Senior Citizen Passes**
The board provides complimentary passes for school activities to Huron School District residents who are 62 years of age or older. These passes are now undated and will be available at the Superintendent's office.
- Complimentary Passes**
Complimentary passes will be issued through the Activity Director's office for a pre-approved list of referees, media, etc.
- r) **Early Release Days**
The following dates are days for school to be dismissed 2 hours early for staff development activities:
- | | | | | |
|--------|-------|--------|-------|--------|
| Sept 2 | Oct 7 | Nov 4 | Dec 9 | Jan 13 |
| Feb 3 | Mar 3 | Apr 14 | May 5 | |
- (Sept 18, Nov 25, Dec 23, and May 20 may also be early release)
- s) **Approval of Student Fees, Fine, and Charges**
The board policy regarding instrument music rental fees and textbook fines is enclosed. There has been no change in the fees, fines, and charges.
- t) **Approve Publication of Salaries**
Attached please find the list of salaries of the employees of the Huron Public Schools. The Board needs to approve the official publication of this list.
- u) **Life Time Passes**
It is the policy of the school district to issue life time passes to staff members who have reached retirement age while still employed by the District, and School Board members who serve the District.
- v) **New Hires to the District**
Classified personnel and substitute teachers must be approved in order to be covered by our workmen's compensation plan.
- 1) Ken Wallenstein/Substitute Bus Driver/\$25 per hour
 - 2) Bradley Ptak/Substitute Bus Driver/\$25 per hour
 - 3) Linda Gibson/Summer Custodial Help/\$15.00 per hour
 - 4) Tyler Spanton/Spring Strength & Conditioning/\$1,695.00 per year
 - 5) Michael Scott/Winter Strength & Conditioning/\$1,695.00 per year
 - 6) Samuel Ramirez/Head Grounds Keeper/\$43,224 per year
 - 7) Angie Thomas/Head Coach Girls & Boys Track/\$7,345 per year
- w) **Resignations for Board Approval**
- 1) Kenneth Shoultz/Concessions Staff
 - 2) Nancy Shoultz/Concessions Staff
- x) **Contracts for Board Approval**
- 1) Courtney Baszler/Alternative Education - HHS/\$45,886 per year
- y) **Adoption of Supplemental Budgets for:**
- General Fund
 - Capital Outlay Fund
 - Special Education Fund
- z) **Surplus Property**
Board approval of the surplus property for the July 15 auction. On-line only auction at Benmeyerauctions.com on July 15th. Check website for bidding hours.

aa) **Intent to Apply for Grant Funding****Group Applying**

School District Libraries

Contact Person

Rachel Kary

Name of Award

CARES Act Library Technology Grant

Name of Funder

South Dakota State Library

Amount to be Requested

\$1,000.00

Project Focus

The federal Coronavirus Aid, Relief, & Economic Security Act (CARES ACT) passed by Congress March 19, 2020, gives certain relief funds to states to assist in continuing to provide education.

bb) **Request Approval of Statement of Work from Larson's Early Childhood Professional Services**

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

13. **CELEBRATE SUCCESSES IN THE DISTRICT****Congratulations to:**

- **Terry Rotert - Athletic Director of the Year for the Winter of 2020**
- **School Nutrition Office - Food Service Staff - For earning a "Certificate of Appreciation" from the SD Department of Education "For outstanding performance in feeding the children of South Dakota during the 2020 COVID-19 Pandemic".**

Thank You to:

➤

14. **REPORTS TO THE BOARD**

- a) **Business Manager's Report**
- b) **Superintendent's Report**
- c) **Graduation Plans for July 26th - Mr. Radke**

15. **OLD BUSINESS**

- a) **Goal Statements 2020-2021 - Huron Board of Education**
- b) **Ratify Classified Staff Negotiations**
- c) **Ratify Teacher Negotiations**
- d) **Covid-19 - Draft of Plan to Re-Open Schools - Tentative.** Seeking reaction for modifications.

16. **NEW BUSINESS**

- a) **District Bus Pickup Points**
SDCL 13-28-45 The Superintendent is seeking permission to contact the Wolsey-Wessington and Iroquois school districts and determine the viability of the neighboring districts' approving the 2013-14 agreement for the 2020-2021 school year.
- b) **Huron School District - Comprehensive Plan for Special Education**
- c) **Designation of Official Depositories for School District Funds**
 - 1) American Bank & Trust 2020-2021 school year.
 - 2) Huron Area Education Federal Credit Union (Scholarship Fund)
- d) **SDHSAA 2020 Official Runoff Election Ballot**
 - 1) **East River At-Large Representative**
 - a) Tom Culver, Avon School District
 - b) Heath Larson, Chester Area School District

The Huron School District Activities Director is supported by the High School Principal and Superintendent of Schools and recommends that we vote for Heath Larson.

- e) Policy GDBD-10 – COVID-19 Furloughs and Hazard Pay – Class II, III, and IV Employees – Introduction
- f) Policy AE – Huron Public School District Wellness Policy – Contact Updates for 2020-2021 School Year - Introduction

17. ADJOURNMENT

STATE OF SOUTH DAKOTA

County of Beadle

OATH

I, **Shelly Siemonsma**, of Huron School District #2-2, having been elected as School Board member of Huron School District, in Beadle County, South Dakota, do solemnly swear that I will support the laws and Constitution of the United States and the State of South Dakota and will faithfully perform the duties of School Board membership and by filing a bond if required by law and having it approved.

Shelly Siemonsma

Subscribed and sworn to before me this 13th day of July 2020.

Kelly Christopherson
Business Manager



Huron School District #2-2

Policies and Regulations

DB 2021-9

Code:

AH-E(1)

Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: July 8, 2020

Name of the School Official submitting the conflict of interest disclosure: Tim Van Berkum

The disclosure is for the purpose of notifying the School Board of
_____ an interest in a contract

XXX a direct benefit from a contract:

Identify the following:

(1) all parties to the contract: Lorinda Van Berkum & Tim Van Berkum

(2) the person's role in the contract: Lorinda is employed by the School District, Tim is a School Board member

(3) the purpose(s)/objective(s) of the contract: Employment with the Huron School District

(4) the consideration or benefit conferred or agreed to be conferred upon each party: Lorinda's salary

(5) the length of time of the contract: Lorinda is an at will employee


(6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: 

THIS IS A PUBLIC DOCUMENT

#DB2021-1

	Huron School District #2-2	Code: AH-E(1)
	Policies and Regulations	Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: June 24, 2020

Name of the School Official submitting the conflict of interest disclosure:
David Wheeler

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
 x a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract
 Kristin Wheeler and the Huron School District
- (2) the person's role in the contract
 School District Employee
- (3) the purpose(s)/objective(s) of the contract
 High School counselor
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
 Kristin receives her income and benefits as stated in the contract, including family health insurance
- (5) the length of time of the contract
 2019-2020 school year
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

The terms are fair, reasonable and not contrary to the public interest because the salary and benefits are set based upon district policy and are the same that would be given to other persons who are similarly situated.

Signature of School Official: 

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Huron School District #2-2
Policies and Regulations

#DB2021-3
Code:
AH-E(1)
Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: June 24, 2020

Name of the School Official submitting the conflict of interest disclosure:
Heather Rozell- Elementary Principal

The disclosure is for the purpose of notifying the School Board of
an interest in a contract
 a direct benefit from a contract:


Identify the following:

- (1) all parties to the contract: Chris Rozell (spouse) and Huron School District
- (2) the person's role in the contract: teaching and coaching
- (3) the purpose(s)/objective(s) of the contract: Chris fulfills all the teaching and coaching responsibilities as directed by the Middle School Principal and Activities Director
- (4) the consideration or benefit conferred or agreed to be conferred upon each party: Chris is paid salary and benefits as per the certified negotiated agreement
- (5) the length of time of the contract: yearly
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: Heather Rozell

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	Huron School District #2-2	DB2021-4 Code:
	Policies and Regulations	AH-E(1) Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: 6-24-2020

Name of the School Official submitting the conflict of interest disclosure:
Roger Ahlers

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
 a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract April Ahlers and HSD School Board
- (2) the person's role in the contract Kindergarten teacher
- (3) the purpose(s)/objective(s) of the contract April is a teacher in the district
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
April is paid a salary for her position.
- (5) the length of time of the contract 2020-2021 school year
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: Roger Ahlers

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DB 2021-8



Huron School District #2-2

Policies and Regulations

Code:
AH-E(1)
Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: June 30, 2020

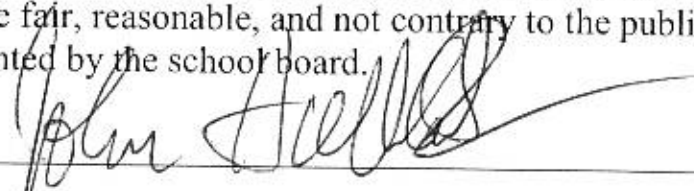
Name of the School Official submitting the conflict of interest disclosure:
John Halbkat

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
 X a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract: Darla Halbkat (spouse) and Huron School District
- (2) the person's role in the contract: Administrative Assistant Activities
- (3) the purpose(s)/objective(s) of the contract: Darla fulfills the administrative duties and responsibilities as directed by the Activities Director
- (4) the consideration or benefit conferred or agreed to be conferred upon each party: Darla is paid salary and benefits as per negotiated agreement
- (5) the length of time of the contract: annual
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: 

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#DB2021-2



Huron School District #2-2

Policies and Regulations

Code:
AH-E(1)
Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: 6-24-20

Name of the School Official submitting the conflict of interest disclosure:
Rodney Mittelstedt

The disclosure is for the purpose of notifying the School Board of
an interest in a contract

X a direct benefit from a contract:

My wife, Erica Boomsma, is employed by the district.

Identify the following:

- (1) all parties to the contract
Erica Boomsma
- (2) the person's role in the contract
School District Employee
- (3) the purpose(s)/objective(s) of the contract
Washington 4-5 Center – 4th Grade Teacher
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
Erica receives her income and benefits as stated in the contract
- (5) the length of time of the contract
2020-2021 school year
- (6) any other relevant information
Erica's salary was set pursuant to the established hiring schedule

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: Rodney Mittelstedt

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DB 2021-6



Huron School District #2-2

Policies and Regulations

Code:

AH-E(1)

Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: June 25, 2020

Name of the School Official submitting the conflict of interest disclosure:
Laura Willemssen

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
 X a direct benefit from a contract:

Identify the following:


- (1) all parties to the contract Center for Indep. Foundation
- (2) the person's role in the contract Board member
- (3) the purpose(s)/objective(s) of the contract 3 yr. term
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
- (5) the length of time of the contract 3 yr.
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: Laura Willemssen

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DB 2021-7

	Huron School District #2-2	Code:
	Policies and Regulations	AH-E(1) Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: June 25th, 2020

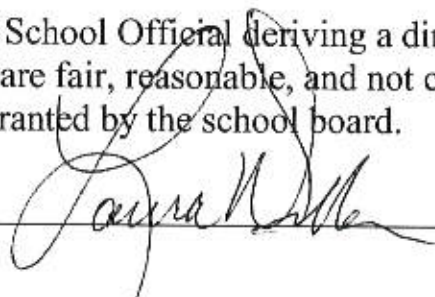
Name of the School Official submitting the conflict of interest disclosure:
Laura Willemssen

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
X a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract Huron Reg. Medical Center
- (2) the person's role in the contract Board member
- (3) the purpose(s)/objective(s) of the contract Governing Board Member
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
- (5) the length of time of the contract 3yr. term
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: 

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DB 2021-5



Huron School District #2-2
Policies and Regulations

Code:
AH-E(1)
Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: 6-25-2020

Name of the School Official submitting the conflict of interest disclosure:
Amanda Schumacher

The disclosure is for the purpose of notifying the School Board of
 an interest in a contract
 x a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract
Quinn Reilly (fiancé) and the Huron School District
- (2) the person's role in the contract
Quinn is the Occupational Therapy Assistant for the Huron School District
- (3) the purpose(s)/objective(s) of the contract
Quinn serves as an Occupational Therapy Assistant for the District
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
Quinn is paid by the District for his services
- (5) the length of time of the contract
2020-2021 school year
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: Amanda Schumacher

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DB 2021-10

CONFLICT OF INTEREST DISCLOSURE

AH-E (1)

Date: 7-2-20

Name of the School Official submitting the conflict of interest disclosure:
Mike Radke

The disclosure is for the purpose of notifying the School Board of
_____ an interest in a contract

a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract - Danielle Radke
- (2) the person's role in the contract - Elementary Secretary
- (3) the purpose(s)/objective(s) of the contract
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
- (5) the length of time of the contract - 20-21 School Year
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: _____



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Huron School District #2-2
Policies and Regulations

IC 2021-50
Code:
AH-E(1)
Conflict of Interest Disclosure

Conflict of Interest Disclosure

Date: July 8, 2020

Name of the School Official submitting the conflict of interest disclosure: Tim Van Berkum

The disclosure is for the purpose of notifying the School Board of
XXX an interest in a contract
_____ a direct benefit from a contract:


Identify the following:

- (1) all parties to the contract: Manford Music & Vending & Tim Van Berkum
- (2) the person's role in the contract: Tim is employed by Manford Music & Vending
- (3) the purpose(s)/objective(s) of the contract: Manford Music has an ATM placed in the Huron Arena which is owned by the Huron School District
- (4) the consideration or benefit conferred or agreed to be conferred upon each party: Tim's salary comes from Manford Music. The Huron School District receives the convenience of having an ATM in the Huron Arena
- (5) the length of time of the contract: Ongoing
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: 

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	Huron School District #2-2	Code:
	Policies and Regulations	CGC Title I Comparability Assurances

Title I Comparability Assurances

Title I of the Improving America's Schools Act requires the school district to establish comparability policies. The policies set forth below have been adopted by the Huron School District to ensure equivalence among schools within organizational levels.

- 1) This district has established a district-wide salary/hiring schedule. This salary/hiring schedule is implemented without regard to Title I staffing in eligible attendance areas.
- 2) It is the policy of this district that employment of teachers, administrators, and auxiliary personnel from state and local funds shall be equivalent among schools without regard to Title I staff employed in eligible attendance areas. For the purpose of this policy, equivalence shall mean that when teachers, administrators, and auxiliary personnel are assigned to schools, staff/student ratios shall be determined in order that services with state and local funds in schools receiving Title I services are at least comparable to services provided among schools of the districts which are not receiving Title I funds.
- 3) It is the policy of this district that provisions for curriculum materials and instructional supplies shall be equivalent among schools without regard for Title I funding.

COMPARABILITY ASSURANCES

Title I of the Improving America's Schools Act requires the school district to establish comparability policies. The policies set forth below have been adopted by the Huron School District to ensure equivalence among schools within organizational levels.

1. This district has established a district-wide hiring schedule. This hiring schedule is implemented without regard to Title I staffing in eligible attendance areas.
2. It is the policy of this district that employment of teachers, administrators, and auxiliary personnel from state and local funds shall be equivalent among schools without regard to Title I staff employed in eligible attendance areas. For the purpose of this policy, equivalence shall mean that when teachers, administrators, and auxiliary personnel are assigned to schools, staff/student ratios shall be determined in order that services with state and local funds in schools receiving Title I services are at least comparable to services provided among schools of the districts which are not receiving Title I funds.
3. It is the policy of this district that provisions for curriculum materials and instructional supplies shall be equivalent among schools without regard for Title I funding.

I HEREBY CERTIFY that the Huron School District has adopted these comparability assurances as of July 10, 2017.

July 13, 2020
Present Date

Signature of Authorized Representative
Jolene Konechne/Director of Federal Programs



Huron School District #2-2
Policies and Regulations

Code:
JFH Student Complaints and
Grievances

Student Complaints and Grievances

Federal Programs Discrimination Grievance Procedure

The Huron school district will not discriminate in any of its policies and programs on the basis of age, race, color, creed, national origin, ancestry, religion, sex, marital status, or disability, and will not violate any provisions of applicable federal programs, statutes or regulations (e.g., Title IX, Title I, Rehabilitations Act, Americans with Disabilities Act [ADA], Section 504, etc.).

Definitions

- A. A grievance is a complaint made by a student, parent, or other patron of the district, an employee, employee representatives, or other concerned groups or advisory organizations based upon or concerning an alleged violation, misinterpretation or inequitable application of any existing policy, rule, regulation, or program of the school district, state or federal statutes/regulations, regarding discrimination or concerning violations of Title IX, Title I, 504, ADA, and/or federal programs.
- B. An employee is considered to mean all persons employed by the school district.
- C. A student is considered to mean all persons enrolled in the school district.
- D. An aggrieved person is the individual making the claim.
- E. The board means the board of education of the Huron school district.
- F. Days shall mean calendar days.

Informal Procedure

Any person wishing to pursue the filing of a grievance should first utilize normal channels of communication, involving the teacher, administrator, or board in an attempt to seek clarification of areas of concern and resolution of the problem. It is of utmost importance that prior to filing a grievance, students and employees first discuss areas of concern with their immediate supervisor to whom they are directly responsible.

Formal Procedure

Level I

A grievance should be filed in writing within a reasonable amount of time after the grievant knew, or should have known, of the act or condition on which the grievance is based. The grievant shall file a formal grievance in writing with the Title IX coordinator/Title I coordinator/504 coordinator/ADA coordinator/and/or federal programs coordinator. Such coordinator or his/her designee shall act upon said grievance within seven days. If the grievant is not satisfied with this disposition of the complaint at this level, or if this level is inapplicable, grievant may proceed to Level II.

Level II

Within three days after disposition at Level I, grievant may file in writing a grievance with the superintendent, stating the full nature of the complaint and the procedural history to date, including the disposition at Level I and the remedy requested. The superintendent shall act on said grievance within ten days.



Huron School District #2-2

Policies and Regulations

Code:
JFH Student Complaints and
Grievances

Level III

If the aggrieved is not satisfied with the disposition of the grievance at Level II, he or she shall within five days thereafter, transmit it by letter to the business manager with a statement of reasons why it is being appealed.

At its next regular meeting, the board or its designated agent, shall consider the grievance or may designate a committee which may or may not include the board members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The hearing or other manner prescribed shall provide, if requested, an opportunity for the complainant or the complainant's representative, or both, to present evidence, including an opportunity to question parties involved. The board shall make a final decision thereon at the following regular or special board meeting.

Level IV

If the aggrieved is not satisfied with the disposition of the grievance at Level III, he/she may appeal the final resolution of the local educational agency to a state educational agency within 30 days after receipt of the written decision. The appeal may be submitted to the South Dakota Division of Human Rights or the Office of Civil Rights.



Huron School District #2-2

Policies and Regulations

Code:
JO Student Records

Student Records

Any student over 18 years of age is entitled to:

- (1) inspect and review all his/her records, and to receive explanations and interpretations of the records;
- (2) request an amendment in his/her educational records believed to be in error;
- (3) receive copies of all educational records (a charge for copying will be made);
- (4) request an impartial hearing if the educational agency refuses to amend an educational record. Records shall be kept on file in the office of the school principal.

Any parent or guardian may examine the education records of his/her children as per the above policy stipulations.

Release of Personally Identifiable Information Regarding Students or Former Students


Directory Information

Huron School District designates the following personally identifiable information regarding its students as directory information:

- ❖ name
- ❖ address and phone number
- ❖ date of birth
- ❖ school attending
- ❖ dates of attendance
- ❖ parents or guardian of student
- ❖ participation in school-recognized activities
- ❖ weight, height, age, and grade of members of athletic team
- ❖ awards received
- ❖ individual and group photographs pertaining to school activities
- ❖ similar information which denotes accomplishment or achievement

Right of Parent, Guardian, or Student to Prohibit Release of Information

A parent, guardian, or student over 18 years of age may refuse to permit the release of any of the directory information by notifying the principal of the student's school in writing which of the above directory information may not be released in respect to the particular student. Such notification may be made at any time.

	Huron School District #2-2	Code: AC
	Policies and Regulations	Nondiscrimination in Federal Programs

Nondiscrimination in Federal Programs

The District will not violate any of the provisions of applicable federal programs, statutes or regulations, including but not limited to Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), ESSA, and McKinney-Vento Act (homeless children). The District will not discriminate in any of its policies and programs on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

The District will provide the following:

1. an adequate, reliable, and impartial investigation of complaints, including the opportunity for the complainant and alleged perpetrator to present witnesses and provide evidence;
2. evaluation of all relevant information and documentation relating to a complaint of discrimination;
3. specific, reasonably prompt time frames at each stage of the grievance process;
4. written notice to all parties within a specified timeframe of the outcome or disposition of the grievance at each stage of the process;
5. an opportunity to appeal the findings or remedy, or both;
6. an assurance that the District will take steps to prevent recurrence of any discrimination and correct discriminatory effects on others; and
7. language in the policies and grievance procedures indicating that any attempts to informally or voluntarily resolve the complaint or grievance should not delay the commencement of the District's investigation.

In compliance with applicable federal laws and regulations, the Board has appointed the Superintendent as the District's Compliance Officer to coordinate program compliance with federal programs. The Superintendent can be reached at:

Terry D. Nebelsick EdS.
 Superintendent - Huron School District
 150 5th St SW, Huron, SD 57350
 W - 605-353-6990 C-605-354-0050

A complaint may also be filed with the United States Office for Civil Rights, U.S. Department of Education at: 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106; Telephone: (816) 268-0550; Facsimile: (816)268-0599; Telecommunication Device for the Deaf: (877) 521.2172; E-mail: OCR.KansasCity@ed.gov.

COMPLAINT PROCEDURE

The Board has adopted a specific procedure to ensure that parental/student/ public complaints related to the provisions of applicable federal programs, statutes or regulations, including claims of retaliation. The Board will not discriminate, in any of its policies and programs, on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.



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Nondiscrimination in Federal Programs

The purpose of this complaint procedure is to outline a procedure for addressing parental/student/public complaints about federal program compliance and/or discrimination. Complaints against school employees and complaints related to sexual harassment, bullying, and instructional and library materials are addressed through other School District policies and not through this policy.

For the purposes of this policy, a “complaint” is a perceived or alleged violation of federal programs, statutes or regulations (e.g., Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), ESSA, McKinney-Vento Act (homeless children), etc.) and/or discrimination in a policy and/or program on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

To protect the confidentiality of all concerned, it is imperative that any school employee in receipt of a complaint treat the complaint as confidential and that the complaint not be reproduced in any form, nor disclosed or discussed with any person other than those identified as proper recipients of the complaint (i.e., the principal, superintendent, school board).

When a federal program compliance complaint or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints) is brought directly to an individual board member or the entire Board, the board member or entire Board may listen to the person’s complaint but shall take no action unless there has been compliance with this Policy. The person bringing the complaint will be directed to the procedure as set forth below. The following procedure is designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the employee against whom the complaint is made. It is only when the person having the complaint and the employee involved cannot resolve the problem, and the complaint cannot be resolved at the administrative level, will the Board and board members become involved.

Should it be determined that discrimination or harassment occurred based on race, color, national origin, age or sex, the District will take steps to prevent recurrence of any discrimination or harassment and to correct its discriminatory effects on others, if appropriate.

STEP 1: Initial Complaint

- A. The person having the complaint related to federal program compliance or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints), the person must initiate the complaint procedure in one of the following ways:
 - meet and discuss the concern with the Employee involved; OR
 - meet and discuss the concern with the Employee’s Principal.
1. If the Complainant met with the Employee and the complaint was not resolved, the Complainant must meet and discuss the complaint with the Employee’s Principal within ten (10) calendar days of the meeting with the Employee. The Principal shall complete a Complaint Form, Exhibit AC-E (1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its content.
2. If the Complainant initiates the complaint by meeting with the Principal, the Principal shall complete a Complaint Form, Exhibit AC-E (1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its contents.



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Nondiscrimination in Federal Programs

- B. Upon the Complaint Form being signed and dated by the Complainant, the Principal shall give a copy of the complaint to the District's Compliance Officer (Superintendent). The Principal shall also give a copy of the complaint to the Employee and schedule an informal meeting with only the Complainant, Employee and Principal present. At the meeting, the Principal shall attempt to facilitate discussion between the Complainant and Employee by seeking clarification of the issue(s) and seeking a resolution to the complaint. However, attempts to informally or voluntarily resolve the complaint should not delay the commencement of the District's investigation. Should a resolution be obtained, the resolution shall be noted on the Complaint Form. Should a resolution not be obtained, the Complainant and/or the Employee may request a decision by the Principal on the merits of the complaint by making the request on the Complaint Form.
- C. If the Principal is asked to make a decision on the merits of the complaint, the Principal has the authority to investigate the complaint beyond the information received from the Complainant and Employee during the meeting with the Complainant, Employee and Principal. During the Principal's investigation the complainant and alleged perpetrator shall both have the opportunity, at separate times, to present witnesses and provide evidence to the Principal. The Principal shall evaluate all relevant information and documentation related to the complaint of discrimination or harassment and shall render a decision in writing within fourteen (14) calendar days of the request for a decision on the merits of the complaint. The time frame for rendering a decision by the Principal may be extended by the Principal for good cause and upon written notification to the Complainant and Employee. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant and the Employee shall receive written notification of the Principal's determination/resolution.
- D. The Principal's decision may be appealed by the Complainant or Employee to the Superintendent within (10) ten calendar days of receipt of the Principal's written decision pursuant to Step 2. If the Principal does not render a written decision within the required time frame (14 days unless extended) the Complainant or Employee may appeal to the Superintendent pursuant to Step 2.

Should the complaint be against a Principal, the Superintendent shall address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3.

Should the complaint be against the Superintendent (or the Principal who also is the Superintendent) the Complaint Form, Exhibit AC-E(1), shall be given to the Business Manager. The Business Manager shall give the Complaint Form to the School Board President or Chairperson. At the next School Board meeting, the School Board will designate a person who is not an Employee of the District to address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3.

STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Principal's decision made in Step 1, or if the Principal failed to render a decision in the required time frame:



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- A. The appeal shall be in writing using Exhibit AC-E(2). The appealing party must attach the complaint and the Principal's written decision, if a decision was rendered.
- B. Upon receipt of an appeal, the Superintendent will provide a copy of the appeal to the other party. Within five (5) calendar days, the other party may submit a written response to the appeal. The Superintendent shall provide a copy of the response to the appealing party.
- C. In the Superintendent's sole discretion, the Superintendent may (a) meet and discuss the matter with the Complainant and Employee, (b) meet and discuss the matter with the Complainant, Employee and Principal, or (c) meet and discuss the matter with the Principal.
- D. Within fourteen (14) calendar days from the date the appeal was filed with the Superintendent, the Superintendent shall render a decision in writing. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to the Complainant and Employee; the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant, Employee and Principal shall receive copies of the decision. The Superintendent may uphold, reverse or modify the Principal's decision. The Superintendent may also refer the matter back to the Principal for further investigation. The Principal may uphold, modify or reverse his or her initial decision. After a matter has been referred back to the Principal, and the Principal rendered a second decision, that decision may also be appealed to the Superintendent.
- E. The Superintendent's decision may be appealed by the Complainant to the School Board within (10) ten calendar days of receipt of the Superintendent's written decision pursuant to Step 3. If the Superintendent does not render a written decision within the required time frame (14 calendar days unless extended) the Complainant may appeal to the School Board pursuant to Step 3.
- F. If the Employee believes the Superintendent's decision constitutes a violation, misinterpretation or inequitable application of School Board policy or collective bargaining agreement applicable to the Employee, the Employee may file a grievance pursuant to the applicable grievance policy. A grievance filed pursuant to this provision shall be initiated at the Superintendent level.

STEP 3: Complainant's Appeal to the School Board

The following procedure shall be used to address an appeal of the Superintendent's decision made in Step 2, or if the Superintendent failed to render a decision in the required time frame:

- A. An appeal to the School Board shall be in writing using Exhibit AC-E(3). The Complainant must attach the complaint, the Principal's written decision if a decision was rendered, the appeal to the Superintendent, the response to the appeal if any, and the Superintendent's decision if one was rendered.
- B. The appeal must be filed with the President/Chairperson of the School Board or Business Manager within ten (10) calendar days of Complainant's receipt of the Superintendent's written decision, or within ten (10) days of the deadline for the Superintendent's written decision, whichever comes first.
- C. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the Employee involved.
- D. Upon receipt of an appeal to the School Board, the School Board shall schedule a date, time and location for the appeal hearing.
- E. The following procedure shall be applicable at the appeal hearing before the School Board:
 1. The School Board shall appoint a school board member or a person who is not an employee of the school district as the Hearing Officer.



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2. Within thirty (30) calendar days of an appeal being filed with the School Board, the School Board shall conduct a hearing in executive session.
3. The Complainant, Employee and Superintendent each have the right to be represented at the hearing.
4. The School Board shall make a verbatim record of the hearing by means of an electronic device or a court reporter. This record and any exhibits must be sealed and must remain with the Hearing Officer until the appeal process has been completed.
5. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified by the School Board; in the absence of a decision by the Superintendent, the School Board will make a decision on the merits of the complaint.
6. All parties shall be given the opportunity to make an opening statement, with the Complainant being given the first opportunity, followed by the Employee and then the Superintendent.
7. The Complainant shall present his or her case first, and the Employee shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The Hearing Officer and school board members may ask questions of any witness.
8. After the Complainant and the Employee have presented their respective cases, the Superintendent shall then present the basis of his/her decision which led to the appeal, if a decision was rendered. The Complainant and Employee shall have the opportunity to ask the Superintendent questions. The Hearing Officer and board members may also ask questions of the Superintendent.
9. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the Hearing Officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board President/ Chairperson, Hearing Officer or other person authorized by law to take oaths and affirmations.
10. The Hearing Officer shall admit all relevant evidence. The Hearing Officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979) ("This [school board hearing related to teacher contract nonrenewal] does not mandate nor necessitate the use of strict evidentiary rules.").
11. Both parties shall be given the opportunity to make a closing statement, with the Complainant having the first opportunity, followed by the Employee, and then the Superintendent. The Complainant shall be given the opportunity for a brief rebuttal.
12. After the evidentiary hearing, the School Board shall continue to meet in executive session for deliberations. No one other than the Hearing Officer may meet with the Board during deliberations. During deliberations, the Board may seek advice from an attorney who did not represent any of the parties in the hearing. Consultation with any other person during deliberation may occur only if a representative of the Complainant, Employee and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date.
13. Within twenty (20) calendar days of the hearing, the School Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to the Complainant, Employee and Superintendent. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.
14. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will reconvene in open session. The Board may uphold, reverse, or modify the Superintendent's decision, or render a decision on the merits of the complaint in the absence of a Superintendent's decision. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion, shall be in writing and approved by the Board. The Complainant, Employee, Principal and Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the School Board.

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15. If the Complainant is dissatisfied with the School Board's decision, the Complainant may appeal the decision by filing an appeal to the circuit court pursuant to SDCL Ch. 13-46.



Huron School District #2-2

Policies and Regulations

Code:
GBEB Drug Free Workplace

Drug Free Workplace

It is the policy of the board of education to provide a drug-free workplace and to work toward a drug-free society. It is the goal of the district to prevent the illicit use of controlled substances and alcohol.

The unlawful manufacture, or the distribution, dispensing, use, possession, or being under the influence of controlled substances and/or alcohol by any employee during the work day, at any school activity, or while in the performance of his/her employment by the district wherever located, is absolutely prohibited. Violation of this rule by any employee will constitute insubordination and will be cause for disciplinary action up to and including termination of employment and referral for prosecution. In appropriate circumstances, disciplinary action may include completion of an approved rehabilitation program at the employee's expense; however, any applicable insurance benefits will be applied.

For purposes of this policy, controlled substances include, but are not limited to, narcotics, drugs, hallucinogenic, or mind-altering drugs or substance, amphetamines, barbiturates, stimulants, depressants, marijuana, anabolic steroids, and any other controlled substance as defined in law, or any prescription medicine, or other chemical substances not taken in accordance with a physician's prescription. This definition also includes substances presented to be any such controlled substance or which an employee believes to be such a substance.

Tobacco Use Prohibited

The board of education recognizes that the use of tobacco poses a serious threat to the health and well-being of the district's students and employees. Tobacco products are in direct conflict with the district's goal of comprehensive health education. The policy stipulations below apply to all individuals regardless of age, and regardless of whether they may legally use the products.

1. The use of tobacco products shall be forbidden on all school properties and in all school vehicles.
2. The use of tobacco products in the Huron Arena when the Huron Arena is utilized by the city of Huron as a public convention hall shall be determined by the city of Huron.



Huron School District #2-2

Policies and Regulations

Code:
GBEB Drug Free Workplace

Employee/Student Use of Alcohol & Drugs

Drug Abuse by Students

Philosophy

The Huron public school district #2-2 recognizes that chemical abuse/dependency is a concern that needs to be addressed by the school and the community. Chemical dependency problems often interfere with school behavior, student learning, and the fullest possible development of each student.

The use or possession of alcoholic beverages or any controlled substance, as defined by South Dakota Codified Laws (SDCL), by any student on any school property or while attending any school related function is prohibited. No student shall be intoxicated, use, sell, distribute, buy, receive, be under the influence of, or in the possession of a controlled substance as defined by SDCL. Students who use prescription drugs authorized by a licensed physician do not violate this administrative procedure if the students conform to the prescription and appropriate school policies.

The Huron public school district is committed to the development and the implementation of programs and policies which contribute to the well-being of students through prevention, intervention, after-care, and staff development. The major components of our approach to chemical abuse are defined as follows:

1. Prevention

An educational process that promotes the development of a healthy self-attitude and provides individuals with information and inter-actions needed to make responsible decisions regarding chemical use.

2. Intervention

An established process in which caring persons confront an individual with data regarding his/her chemically-related behaviors in an effort to encourage that individual to seek appropriate corrective measures.

3. After-care

Information on community support systems, individual counseling through school counselors as deemed necessary by the student, parents, administration, and chemical health facility.

4. Staff Development

A process through which individuals acquire the knowledge and skills required to constructively respond to the problems of chemical abuse.

A biennial review of this policy will be conducted to insure that current and effective measures are being taken to meet the needs of the students.



Huron School District #2-2

Policies and Regulations

Code:
GBEB Drug Free Workplace

Drug Abuse by Employees

It is the policy of the board of education to provide a drug-free workplace and to work toward a drug-free society. It is the goal of the district to prevent the illicit use of controlled substances and alcohol.

The unlawful manufacture, or the distribution, dispensing, use, possession, or being under the influence of controlled substances and/or alcohol by any employee during the work day, at any school activity, or while in the performance of his/her employment by the district wherever located, is absolutely prohibited. Violation of this rule by any employee will constitute insubordination and will be cause for disciplinary action up to and including termination of employment and referral for prosecution. In appropriate circumstances, disciplinary action may include completion of an approved rehabilitation program at the employee's expense; however, any applicable insurance benefits will be applied.

For purposes of this policy, controlled substances include, but are not limited to, narcotics, drugs, hallucinogenic, or mind-altering drugs or substance, amphetamines, barbiturates, stimulants, depressants, marijuana, anabolic steroids, and any other controlled substance as defined in law, or any prescription medicine, or other chemical substances not taken in accordance with a physician's prescription. This definition also includes substances presented to be any such controlled substance or which an employee believes to be such a substance.

Tobacco Use Prohibited

The board of education recognizes that the use of tobacco poses a serious threat to the health and well-being of the district's students and employees. Tobacco products are in direct conflict with the district's goal of comprehensive health education. The policy stipulations below apply to all individuals regardless of age, and regardless of whether they may legally use the products.

1. The use of tobacco products shall be forbidden on all school properties and in all school vehicles.
2. The use of tobacco products in the Huron Arena when the Huron Arena is utilized by the city of Huron as a public convention hall shall be determined by the city of Huron.

Procedure

The Huron board of education charges the administration with the responsibility to develop a procedure to complement the board's philosophy and policy in regard to the chemical health of its students.

1. Prevention

Prevention activities may include the following:

- a. Adoption and continued implementation and revision of drug/alcohol curriculum as recommended by the district (ad hoc) curriculum committee under the leadership of the director of instruction.
- b. Development of chemical health support groups or individual counseling on an "as needed" basis.



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2. Intervention

The following procedures will be used in dealing with possession, use, distribution, or being under the influence of alcohol and other drugs on school property and during school activities.

A. First Offense

1. The administration will try to notify the parent(s)/ guardian(s) by phone to explain the incident and arrange for a conference.
2. The administration may suspend the students for ten (10) days in compliance with student due process procedures.
3. The administration will notify the parent(s)/ guardian(s) in writing of the suspension within two (2) school days.
4. The administration may notify available law enforcement authorities.
5. The school district and/or law enforcement authorities may require that students complete the Youth Diversion Class through Community Counseling Services to address chemical use issues. Fees for assessment or treatment are the responsibility of student or family. The suspension of a student who agrees to participate in this class will be commuted to three (3) days.
6. Depending on the severity of the circumstances, the school district may recommend that a student with alcohol and other drug-use problems seek professional assessment from a trained chemical dependency counselor.
7. A record of offenses is carried over each year for grades K-8. A clean slate will be granted at grade 9 for as long as the student is attending school.

B. Second Offense and Subsequent Offenses

1. The administration will contact the parent(s)/ guardian(s) to arrange for a conference.
2. The administration may notify available law enforcement authorities.
3. The administration may suspend the student for ten (10) days in compliance with student due process procedures.
4. The administration will notify the parent(s)/guardian(s) in writing of the suspension within two (2) school days.
5. The administration will recommend to the school board that the student be expelled unless the following procedure is followed:
 - a. The student must agree to be assessed by a trained chemical dependency counselor or a licensed physician trained in chemical dependency.
 - b. Upon appropriate authorization, the agency or professional person notifies the administration that the student has been assessed and does or does not require treatment. If the student is accepting of recommended treatment, the ten (10) day suspension may be commuted to three (3) days. Fees for this assessment and/or treatment are the responsibility of the student and family.



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C. Reasonable Suspicion That a Student is Under the Influence

1. Staff members will immediately report the problem to an administrator.
2. Administrator and/or reporting staff member and/or school counselor will confer with the student as soon as possible. The following options are available:
 - a. If it is determined that the student is not under the influence, the administrator or his/ her designee calls the student's parent(s)/ guardian(s) regarding the nature and outcome of the conference with the student.
 - b. If it is determined the student is under the influence, the administrator notifies the parents and the police, detaining the student until the police arrive.
 - c. If a behavior is repetitive, the parent(s)/ guardian(s) should be called immediately and a conference scheduled as soon as possible. The conference may include the administrator, school counselor, reporting staff member, and the parent(s)/guardian(s) of the student. In the conference, the following issues will be addressed:
 - 1) A review of the circumstances (behaviors) which necessitated the conference;
 - 2) A request for information from both the student and parent(s)/guardian(s) to aid in determining the possible reasons for the student's behavior; and,
 - 3) A review of possible referral sources within the school and community, both medical and counseling, that may help the parent(s)/guardian(s) and student in dealing with the behavior exhibited. Follow-up will be with the school counselor.

D. Supplying/Distributing or Selling Alcohol and Other Drugs or Materials Represented to be a Controlled Substance

1. Supplying or selling chemicals may result in suspension for ten (10) days.
2. The administration will notify parent(s)/guardian(s) verbally and in writing of the suspension within two (2) school days.
3. The administration will refer the case to available law enforcement authorities.
4. A hearing on the case will be conducted by the school board pursuant to due process rules for expulsion. Expulsion may be recommended by the administration.

3. Aftercare

Upon completion of treatment, a conference will be held prior to the student's return to school. The conference will include the student, parent(s)/guardian(s), administrator, and school counselor.

- a. The student should agree to the provider's after-care plan and the successful completion of it;
- b. The student should agree to the recommendations and behavioral agreement which will be established for the returning student;
- c. The student should agree to the make-up assignments and responsibilities and time-line for completion which will be established;
- d. Parent(s)/guardian(s) and students will be informed of available chemical health resources in the community, as well as individual/group school counseling; and,
- e. Follow-up with school counselor as determined necessary by student, parent(s)/guardian(s), and school.

4. Staff Development

The Huron school district will provide and coordinate on-going training in the area of chemical health. Appropriate time will be set aside for key personnel (counselors, teachers, administrators, and support service staff) at all levels of instruction. In-service training will focus on skill development in the following:

- a. Continued instruction of the chemical health curriculum;




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- b. Recognizing chemical abuse symptoms; and,
- c. Information on dangers of alcohol and/or other drug use/abuse.

	Huron School District #2-2	Code: ABAA
	Policies and Regulations	District Wide Title I Parental Involvement Policy

District Wide Title I Parental Involvement Policy

NOTE: In support of strengthening student academic achievement, each local educational agency (LEA or school district) that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to, parents of participating children a written parental involvement policy that contains information required by Section 1118(a)(2) of the Elementary and Secondary Education Act (ESEA) (district-wide parental involvement policy). The policy establishes the


LEA's expectations for parental involvement and describes how the LEA will implement a number of specific parental involvement activities, and is incorporated into the LEA's plan submitted to the State Educational Agency (SEA).

The Huron School District agrees to implement the following statutory requirements:

1. The school district will put into operation programs, activities, and procedures for the involvement of parents in all of its schools with Title I, Part A programs, consistent with Section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.
2. Consistent with Section 1118, the school district will work with its schools to ensure that the required school-level parental involvement policies meet the requirements of Section 1118(b) of the ESEA, and each include, as a component, a school-parent compact consistent with Section 1118(d) of the ESEA.
3. The Huron School District will take the following actions to involve parents in the joint development of its district-wide parental involvement plan under Section 1112 of the ESEA: Parent representatives will be invited on an annual basis to participate in the district's development of the consolidated plan that is submitted to the South Dakota Department of Education.
4. The Huron School District will take the following actions to involve parents in the process of school review and improvement under Section 1116 of the ESEA: Each year parents will be invited to participate in meaningful discussions to review and provide input for suggestions they might have related to revisions/improvement to the district's parent involvement policy and their individual building level parent involvement policy as well as school-parent compacts.
5. The Huron School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Each year a district-wide Title I advisory meeting will be held for parents to participate in discussion related to district and building-level goals related for parental involvement activities to enhance academic achievement and school performance.


6. The Huron School District will coordinate and integrate parental involvement strategies in Part A with parental involvement strategies under the following other programs:

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	Policies and Regulations	District Wide Title I Parental Involvement Policy

- a. Parents with children supported by Title I, Part A funds will be invited to participate in training provided by their child's individual Title I school, Head Start, Even Start, and Birth to Three to integrate strategies between and within each of these programs.
7. The Huron School District will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The district will use the finding of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary, (and with the involvement of parents) its parental involvement policies:
 - a. Each spring parents will be invited by school district/building-level personnel to participate in an advisory meeting to review the district parental involvement policy as well as their building level parent involvement policy and parent-teacher compacts. Input from the parents and other members of the community will then be used in revising/improving parental involvement throughout the district and individual buildings.
 8. The Huron School District will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below.
 - a. The Huron School District will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph—
 - the State's academic content standards,
 - the state's student academic achievement standards, the state and local academic assessments including alternate assessments,
 - the requirements of Part A,
 - how to monitor their child's progress, and
 - how to work with educators

Small group meetings and conferences will be held throughout the school year as well as home visits. Printed material will also be used as a vehicle to help parents better understand the state's content standards, state and local assessments, and how to monitor their own children's progress (e.g., Parent Portal) and suggestions on how to communicate with school personnel.

- b. The Huron School District will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement by:

	Huron School District #2-2	Code: ABAA
	Policies and Regulations	District Wide Title I Parental Involvement Policy

The holding of parental involvement activities at least quarterly in the Title I buildings will provide parents with resources and training in how to improve their own children's achievement in the areas of literacy, math skills, use of technology, etc. The district will provide support to the building personnel in identifying resources (e.g., presenters, trainers, topics) to meet their individual building needs.

- c. The Huron School District will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principal and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools by:

All new teachers in the district will be provided with an initial training on how to communicate successfully with parents in a meaningful and helpful manner. Also, all staff members will be provided opportunities on an annual basis to update their skills in the same manner.

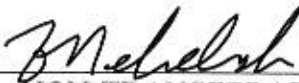
- d. The Huron School District will, to the extent feasible and appropriate, coordinate and integrate parental involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children, by:

A district-wide Title I parent advisory meeting will be held each year to help facilitate the sharing of opportunities for future trainings and activities provided by the various resources (e.g., Head Start, Even Start, Birth to Three, Community Counseling Services, etc.) within the community, as well as, accessing Parent Connection and the parent resource center that is provided at the state level.

- e. The Huron School District will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand:

Every effort will be made to provide information about school and community activities, meetings, etc. in understandable (e.g., first language translations) format minus "educationeze." This will include interpreters for the deaf and hard-of-hearing, as well as second language needs.

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COMMUNITY & HURON PUBLIC SCHOOLS
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2020-2021 School Activities

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2020-2021 School Activities

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Huron School District #2-2

Policies and Regulations

Code:
JN Student Fees, Textbook Fines,
and Charges

Student Fees, Textbook Fines, and Charges

Instrumental Music Rental Fees

Listed below are the semester rental fees for the various school-owned instruments:

Piccolo	None	Concert Tuba	\$10
Oboe	\$10	Marching Sousaphone	None
Bassoon	\$10	Percussion	\$10*
Alto Clarinet	\$10	Viola	\$10
Bass Clarinet	\$10	Violin	\$10
Baritone Sax	\$10	Cello	\$10
French Horn	\$10	(1/2, 3/4 and full)	
Bass Trombone	None	Bass	\$10
Baritone	\$10	(1/4, 3/4, Cello Bass)	
Flugel Horn	None		

* None for elementary students

Student Use of Textbooks

It is expected that each student will exhibit care in using the textbooks which are checked out to him/her.

No book deposits of any kind are required, but when the student withdraws from school, or at the end of the school year, damages may be assessed for excessive book abuse.

Textbook Fines/High School and Middle School

Fines will be assessed as follows:

1. 100% of the replacement cost for a new book
 - a. for a book lost in the year in which it is purchased
 - b. for a book suffering such extreme abuse that it is useless
2. 50% of the cost of a new book for a used book that is lost.
3. \$15 for a book suffering unusual damage
4. \$10 for a book suffering minor damage

Textbook Fines/Elementary Schools

Fines will be assessed as follows:

1. 100% of the cost for a new book
 - a. for a book lost in the year in which it is purchased
 - b. for a book suffering such extreme abuse that it is useless



Huron School District #2-2

Policies and Regulations

Code:
JN Student Fees, Textbook Fines,
and Charges

2. 50% of the cost of a new book for a used book that is lost.
3. \$10 for a book suffering unusual damage
4. \$ 5 for a book suffering minor damage

Certified Salaries for Publication July 13, 2020

Last Name	First Name	Total Contract
Ahlers	Roger	73932
Ahlers	April	56662
Aker	Alyssa	45886
Armstrong	Ashley	49470
Ashbaugh	Kate	51687
Axtmann	Robin	51995
Azar	Michelle	50764
Babcock	Alex	46055
Ball	Marli	45886
Barnes	Tamera	50840
Bartholow	Bonnie	54939
Baszler	Rita	52786
Baszler	Courtney	45886
Beck	Laura	57914
Beers	Sophie	45886
Berger	Julie	54556
Bergeson	Joel	52946
Berkenpas	Lauren	48380
Beyer	Gretchen	47386
Blondheim	Ann	53123
Blue	Heidi	50250
Boomsma	Morgan	46289
Boomsma	Erica	54714
Bostrom	Kathie	64875
Branaugh	Leah	58952
Brandenburg	Breanne	45886
Brewer	Lindsey	53843
Brock	Troy	55547
Brooks	Sabrena	49708
Buddenhagen	TyAnn	58197
Buddenhagen	Tim	77139
Busch	Matthew	60282
Carabantes	Kira	50637
Carda	Michael	69639
Carda	Charlotte	60786
Carr	Lisa	53405
Chase	Michelle	64159
Christensen	Kristle	59377
Christopherson	Kelly	127000
Clark	Angel	49147
Clarke	Courtney	46289
Cook	Rita	47157
Crater	Sierra	46055
Cunard	Brooke	51469
Cundy	Holly	51801
Curr	Kathryn	64094

Certified Salaries for Publication July 13, 2020

Daguinotan	Excell	47158
Davis	Kylie	49845
DeJong	Amanda	57844
DesLauriers	Staci	59701
Eckmann	Lexi	45886
Eggleston	Lori	57498
Eichstadt	Amber	48736
Engelhart	Sharon	55095
Engst	Katherine	63240
Erwin	Victoria	50637
Eulberg	Kari	50035
Fitzgerald	Brandi	50619
Fleck	Susan	62223
Fryberger	Lacey	51948
Fuchs	Jennifer	54006
Fuller	Shelly	50764
Gaffer	Mitchel	71470
Gill	McKenzie	46289
Girton	Destinni	46289
Glanzer	Desiree	48715
Glanzer	Jordon	49708
Goltermann	Sandi	51409
Goth	Mathew	53547
Gubin	Meredith	34254
Guy	Laci	51179
Halbkat	Benjamin	50665
Halbkat	John	67470
Halter	Linda	48815
Hanten	Lynne	50782
Harmon	Sara	48218
Hedblom	Timothy	56329
Hein	Megan	50987
Heinz	Peggy	93698
Henrich	Kelly	56819
Hinker	Kari	92382
Hoek	Jamie	47098
Hofer	Leah	46337
Holforty	Heidi	68219
Holtrop	Schuyler	55176
Holtrop	Myranda	53418
Hotchkiss	Michelle	48217
Hudson	Lyndi	77850
Iverson	Laura	58362
Janssen	Juliana	62223
Jensen	Colleen	56614
Johnson	Kyle	50948
Johnson	Jeffrey	58279

Certified Salaries for Publication July 13, 2020

Johnson	Kelby	49627
Johnson	Abby	59487
Johnson	Michelle	58632
Jones	Craig	72478
Jones	Gracelynn	45886
Jons	Trisha	46797
Joy	Alanna	52844
Jungemann	Leah	50352
Kary	Rachel	62625
Kattner	Kristine	52084
Katz	Elizabeth	52192
Katzenberger	Amanda	50526
Kaufman	Amy	51723
Keleher	Lori	52780
King	Julie	76216
Kissner	Lisa	63005
Knippling	Brandi	50752
Konechne	Jolene	89193
Kopfmann	Megan	45886
Korkow	Krissa	50109
Krekelberg	Marisa	46660
Kretschmar	Michelle	55280
Kringen	Halima	46661
Krogman	Melissa	53369
Kruse	Samantha	51938
Kruse	Mia	50742
Ladwig	Travis	49815
Ladwig	Amanda	46289
Larson	Raleigh	47157
Larson	Anne	49749
Lavallee	Mackenzie	46055
Lavallee	Kris	53058
Lord	Shari	54699
Lowe	Dania	45886
Macleary	Damon	50872
Marshall	Dawn	47939
Masat	Abby	49816
McCarty	Lisa	65514
McCloud	Kayla	46337
Mees	Sharla	61249
Mittelstedt	Rodney	85116
Moeding	Rebecca	50293
Moeding	Michelle	50052
Mudge	Nicholle	49169
Munce	Sydney	46171
Myhre	Barbara	72496
Nebelsick	Terry	150000

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Neitzert	Beth	53954
Nicholas	Barbara	63754
Nihart	Tim	55899
Olson	Jeanne	66711
Perry	Molly	57794
Person	Renee	46171
Peterson	Melissa	54660
Peterson	Susan	53249
Pietz	Linda	85116
Postma	Michael	70903
Preston	Todd	56533
Radke	Michael	115593
Raml	Andrew	46171
Rodacker	Jessica	46469
Rotert	Kelly	70621
Rotert	Terry	95859
Rozell	Heather	93698
Rozell	Chris	67082
Rubish	Sarah	37121
Sadler	Rebecca	53810
Salinas	Emily	46290
Savery	Nadine	55475
Savery	Truman	51646
Schilling	Ralyna	85000
Schinderling	Janet	46470
Schlader	Terri	51809
Schmitz	Joselyn	50278
Schmitz	Michael	60122
Schoenfelder	Amy	57971
Schouten	Jonathan	56112
Schouten	Hannah	46289
Schumacher	Amanda	64875
Scott	Lyndsay	48658
Scott	Michael	53178
Sieh	Heather	54878
Small	Kelsey	46171
Small	Christian	46055
Smith	Teresa	62985
Smith	Megan	62490
Soward	Lynn	59082
Spanton	Tyler	52101
Stahly	Chris	71023
Steffen	Allen	68080
Stobbs	Wade	59083
Stoddard	Rebecca	53534
Strand	Brittni	48874
Strand	Dru	56102

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Stueckrath	James	54674
Stueckrath	Molly	59662
Swenson	Jerald	60282
Thomas	Tony	71337
Thomas	Angela	61680
Trandall	Marianne	55689
Tschetter	LaVae	59518
Ulvestad	Tara	46289
Van Diepen	Jessica	47157
Velthoff	Amy	56622
Vissia	Michelle	52508
Wagemann	Vanya	62285
Westby	Carolyn	57134
Westby	David	56294
Westby	Stacey	48028
Wheeler	Kristin	53205
White	Tori	48028
Wilde	Lacey	52917
Willemsen	Laura	100167
Wilson	Kathleen	56399
Winegar	Kristi	53400
Witte-Trowbridge	Melody	55965
Zell	Julie	58473
Ziegenbein	Caitlin	45886

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Last Name	First Name	Daily Pay	Hrly Rate	Yearly Rate
Adauto	Nayeli		\$20.69	
Almond	Cindie		\$14.88	
Barnes	Eva		\$14.78	
Beck	Jared			\$52,019
Beck	Chad			\$45,961
Behlke	Robert		\$17.21	
Biel	Pamela			\$46,427
Bishop	Lisa		\$16.70	
Boetel	Angie		\$17.94	
Bradley	Juletta		\$15.60	
Brake	Ginger		\$16.75	
Brooks	Robert		\$16.01	
Brotherton	Cheryl		\$16.21	
Brown	Marcia		\$16.78	
Brown	Nathaniel		\$15.81	
Brueske	Sandra		\$16.38	
Bultje	Jeanie		\$16.89	
Davis	Vicky		\$18.05	
DeBoer	Steve			\$44,644
Deming	Janeel		\$15.83	
Deutsch	Pamela		\$14.78	
Dorris	Lois		\$15.76	
Dramstad	Michael			\$62,868
Eck	Linda			\$42,281
Eckmann	Tiffany			\$41,051
Eckmann	Cynthia			\$41,137
Fenske	Ann			\$41,828
Fisher	Bill		\$25.00	
Ford	Karen		\$17.00	
Foster	Mary		\$17.28	
Frank	Donna		\$16.88	
Freese	Donald		\$15.23	
Freese	Mary Kay		\$14.78	
Freideman	Kimberly		\$16.76	
Gabriel	Gina			\$49,622
Gibson	Linda		\$16.59	
Goetz	Amber		\$15.03	
Goltermann	Jeff			\$44,246
Graff	Alicia		\$16.73	
Granados	Rebecca		\$16.24	
Halbkat	Darla			\$42,100
Hanson	Duane		\$25.00	
Harkness	Peggy		\$16.37	
Harman	Jonalyn		\$14.88	
Harp	Toni		\$14.88	
Henning	Debbie		\$16.85	

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Hernandez	Hazel		\$16.76	
Hernandez	Ana		\$15.03	
Herrick	Jarrod		\$15.84	
Hins	Jill		\$16.78	
Hirschhorn	Dean			\$45,196
Hofer	Mandy		\$17.32	
Hofer	Amy		\$16.85	
Hofer	Richard	\$102.29		
Holmquist	Shawn		\$25.00	
Huber	Erv		\$25.00	
Huether	Abby		\$16.85	
Jensen	David		\$16.41	
Johnsen	Janet		\$17.34	
Johnson	Kelly		\$15.99	
Kempf	Nancy		\$22.09	
Kempf	Kathy			\$39,820
King	Cassidee		\$16.30	
Kopfmann	Lori		\$16.40	
Kotas	Neil	\$107.91		
Krueger	April		\$15.75	
Kut	Lu			\$41,881
Larson	Janet		\$15.68	
Leiferman	Tanya		\$15.85	
Lindhorst-Dennis	Angela		\$16.05	
Lisowski	Peggy		\$15.60	
Lorenz	Jeannie		\$16.85	
Lunders	Christi		\$15.66	
Lyon	Michelle		\$16.60	
Mahowald	Charles		\$25.00	
Malley	Sonia			\$40,835
Maras	Joyce		\$16.41	
Martens	Steve		\$25.00	
Martinson	Glenn			\$43,404
McAlister	Debra		\$16.05	
McFarland	Kelli		\$16.40	
McLaury	Ann		\$16.76	
Meyer	Kathy		\$15.92	
Miller	Marcia		\$16.05	
Moe	Mary		\$16.41	
Molan	Keith	\$101.19		
Molan	Jonathan	\$105.18		
Moo	Hezekiah		\$16.21	
Moo	Ethan			\$41,677
Morales	Henry		\$16.22	
Morley	Karen	\$101.99		
Moser	Lona		\$18.15	
Nedved	Harold (Bill)		\$25.00	

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Nelson	Amy		\$16.77	
Nelson	Jeff		\$16.88	
Neuharth	Ashley			\$41,375
Olivo	Romana			\$41,763
Olmsted	Janelle		\$18.32	
Olsen	Breanne		\$16.49	
Packard	Joni			\$43,198
Papka	Randi		\$17.50	
Paw	Wah Ka		\$16.30	
Paw	Eh Myee		\$16.70	
Picek	Carla		\$16.22	
Podhradsky	Peggy		\$17.30	
Polsean	Charlene		\$16.49	
Pomerico	Mark			\$43,198
Ptak	Maria		\$16.22	
Radke	Danielle		\$17.29	
Range	Kelsey		\$22.63	
Ranney	Vicki		\$15.68	
Ransom	Rhonda		\$16.22	
Raschke	Allison		\$22.53	
Regnier	Terry			\$41,353
Reilly	Quinn		\$22.38	
Reilly	Alexis		\$15.60	
Reinders	Tori		\$14.88	
Rennich	Wesley		\$25.00	
Retzer	Zachary			\$45,163
Rieck	Kerry		\$16.01	
Rodriguez	Holli		\$14.78	
Ruedebusch	Matthew	\$101.19		
Sargent	Elizabeth		\$25.00	
Sawvell	Karla			\$41,029
Schell	Kelly		\$15.84	
Schnabel	Kerry		\$15.30	
Schneider	Lisa		\$16.85	
Schulz	Rita			\$41,051
Schweigert	MaKiah		\$15.45	
Shoemaker	Dale			\$44,807+\$80/mo
Shoultz	Nancy		\$16.23	
Sibson	Brad		\$25.00	
Sifuentes	Krysten		\$15.05	
Skorheim	Jessica		\$16.40	
Snyder	Brenda			\$44,592
Soe	Sophia		\$16.05	
Sorenson	Briana		\$16.22	
Steele	Tracey		\$16.40	
Steilen	Nikki		\$25.00	
Sterett	Roberta		\$16.10	

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Stevens	Vanessa		\$16.01	
Stevens	Julie		\$15.89	
Styer	Cheryl		\$25.00	
Swenson	Sandy			\$46,211
Tapken	Dianne			\$42,260
Thies	Phil			\$46,038
Tobkin	Lesle			\$40,693
Tun	Dee		\$15.49	
Urena	Jessica		\$16.24	
Van Berkum	Suzie			\$39,842
van Engelenhoven	Katie		\$15.75	
Van Poll	Louise		\$16.02	
Van Vleet	Patricia		\$16.92	
Van Wyhe	Annie		\$22.09	
Van Zee	Adele		\$17.00	
Vega	Derick			\$42,334+\$80/mo
Venables	Dolly			\$41,828
Vlasman	Sylvia		\$16.24	
Wallace	Licia		\$16.22	
Walter	Jodi		\$23.18	
Warner	Charles			\$44,213
Weber	Donna		\$14.35	
Wehrmann	Patricia			\$42,389
Wendel	Cheryl			\$44,527+\$80/mo
Westerberg	William	\$100.94		
Will	Kyle		\$16.24	
Williams	Cynthia		\$17.76	
Williams	MiKayla		\$21.56	
Williams	Wilber		\$25.00	
Winter	Dayna		\$17.21	
Wipf	Allison		\$15.75	
Wipf	Dean		\$25.00	
Witte	Rod			\$45,801
Wolff	Jean		\$16.47	
Zachrison	Chad		\$16.38	
Zimmerman	Karen		\$16.24	

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LIFE TIME PASS

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BETTY GUSSIAAS

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

Supt. of Schools

President/Bd. Of Educ.

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REEDY BERG

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LIFE TIME PASS

is issued to

LISA STRUBEL

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

Supt. of Schools

President/Bd. Of Educ.

In appreciation for the years of service to the

HURON PUBLIC SCHOOLS

This

LIFE TIME PASS

is issued to

RON CURR

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

Supt. of Schools

President/Bd. Of Educ.

In appreciation for the years of service to the

HURON PUBLIC SCHOOLS

This

LIFE TIME PASS

is issued to

DEB LODMEL

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

Supt. of Schools

President/Bd. Of Educ.

In appreciation for the years of service to the

HURON PUBLIC SCHOOLS

This

LIFE TIME PASS

is issued to

BILL SUNDERMAN

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

Supt. of Schools

President/Bd. Of Educ.

In appreciation for the years of service to the
HURON PUBLIC SCHOOLS

This
LIFE TIME PASS
is issued to

DARLA SCHAEFERS

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

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President/Bd. Of Educ.

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DOROTHY WALLMAN

This will admit you to events such as athletics, drama,
and music – except special fundraising events.

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Supt. of Schools

President/Bd. Of Educ.

**Huron School District
New Hire Justification**

Date: June 23, 2020

Applicant Information

Applicant Name: Ken Wallenstein

Address: 1078 Simmons Ave. SE, Huron, SD 57350

Phone: 605-353-4947

Education: Lake Area Tech., Watertown, SD

Experience: Driving – Trussbilt, Terex, and former bus driver Huron School District

References: Paul Sides, Sara Boling, Terry Pratt

Reason for New Hire

New Position: Attempting to build pool of sub bus drivers

Replacement:

Position Information

Department: Transportation

Position: Substitute Driver

Supervisor: Kathie Bostrom

Responsibilities: Fill in for regular route drivers.

Hours: Varies

Hiring Information

Wages: \$25/hr.

Classification: Class 4

Wage Justification: 2020-2021 Hiring schedule for sub. Drivers & Aides

Start Date: June 23, 2020

Requested by: Kathie Bostrom

**Huron School District
New Hire Justification**

Date: June 23, 2020

Applicant Information

Applicant Name: Bradley Ptak

Address: 941 Iowa Ave. SE

Phone: 605-728-2554

Education: Ashford University, Iowa

Experience: Dakota Provisions – Maintenance

References: Leslie Tobkin

Reason for New Hire

New Position: Attempting to build pool of sub bus drivers

Replacement:

Position Information

Department: Transportation

Position: Substitute Driver

Supervisor: Kathie Bostrom

Responsibilities: Fill in for regular route drivers.

Hours: Varies

Hiring Information

Wages: \$25/hr.

Classification: Class 4

Wage Justification: 2020-2021 Hiring schedule for sub. Drivers & Aides

Start Date: June 23, 2020

Requested by: Kathie Bostrom

**Huron School District
New Hire Justification**

Date: July 6, 2020

Applicant Information

Applicant Name: Linda Gibson
Address: currently a para at Buchanan
Phone: applicant information should be on file
Education:
Experience:
References:

Reason for New Hire

New Position: **Summer help at Buchanan**
Replacement: Replacement for Patricia Wehrmann

Position Information

Department: Summer custodial help
Position: Substitute custodian
Supervisor: John Halbkat, Peggy Heinz, Patricia Wehrmann

Responsibilities: **Assist Patricia Wehrmann with getting Buchanan summer work completed**

Hours: M-F, 7-330

Hiring Information

Wages: 15.00/hr
Classification:
Wage Justification:
Start Date: July 7, 2020 if possible
Requested by: John Halbkat

**Huron School District
New Hire Justification**

Date: July 6, 2020

Applicant Information

Applicant Name: Tyler Spanton

Address: 402 7th Ave NW Jamestown SD 58401

Phone: 210-618-6731

Education: John Paul Stevens HS San Antonio and University of Jamestown

Experience: 2008-14 weight room training Jamestown; 2018-20
Worked with girls basketball players with weight room training.

References: Andy Skunberg Head FB Jamestown and Mark West

Reason for New Hire

New Position:

Replacement: Replace Zach Campbell who is moving.

Position Information

Department: Athletics

Position: Spring Strength and Conditioning

Supervisor: Terry Rotert

Responsibilities: Supervise weight room before/after school

Hours: Before/after school March 1, 2021 through May 28, 2021.

Hiring Information

Wages: \$1695 (2020-21 base)

Classification:

Wage Justification: ES-0

Start Date: March, 2021

Requested by: Terry Rotert - AD

**Huron School District
New Hire Justification**

Date: July 7, 2020

Applicant Information

Applicant Name: Michael Scott

Address: PO Box 1638 Eagle Butte, SD 57625

Phone: 605-360-7999

Education: Brandon Valley HS and Augustana

Experience: Strength and Conditioning Coach for 9 years.

References: Vicki Birkeland, Jane Azure, Michael Schmitz

Reason for New Hire

New Position:

Replacement: Replace Zach Campbell who is moving.

Position Information

Department: Athletics

Position: Winter Strength and Conditioning

Supervisor: Terry Rotert

Responsibilities: Supervise weight room before/after school

Hours: before/after school Dec 1, 2020 through Feb 28, 2021

Hiring Information

Wages: \$1695 (2020-21 base)

Classification:

Wage Justification: ES-0 unless given years of experience as SC Coach

Start Date: December 1, 2020

Requested by: Terry Rotert - AD

**Huron School District
New Hire Justification**

Date: July 8, 2020

Applicant Information

Applicant Name: Samuel Ramirez
Address: current employee, information on file
Phone: 402-612-9843
Education: HS Diploma
Experience: 1 year experience with grounds
References: on file

Reason for New Hire

New Position: **Head Grounds Keeper**
Replacement: Replacement for Wayne Wilson

Position Information

Department: Buildings and Grounds
Position: Head Grounds Keeper
Supervisor: John Halbkat

Responsibilities: **Outlined in policy GDA-21**

Hours: M-F (7am-330pm)

Hiring Information

Wages: 43224
Classification: Full-Time Class 1
Wage Justification: step 1 for (1) year experience
Start Date: July 14, 2020

Requested by: John Halbkat (Administrator)

**Huron School District
New Hire Justification**

Date: July 8, 2020

Applicant Information

Applicant Name: Angie Thomas

Address: 888 18th St. SE

Phone: 605-354-4888

Education: USD 1996; NSU 2020

Experience: Coached HS girls track in George-Little Rock High School For 11 years and has been our track program for six years and is currently our Head XCC in Huron.

References: Chris Gruenhagen (BKG Head Coach), Julie King, Tim Buddenhagen

Reason for New Hire

New Position:

Replacement: Replace Tom Baszler.

Position Information

Department Athletics

Position: Head Girls and Boys Track

Supervisor: Terry Rotert

Responsibilities: Lead both girls and boys track programs.

Hours: After school and some weekends

Hiring Information

Wages: \$7345.00 (2020-21 base)

Classification: ES 6

Wage Justification: Six years in the Huron track program; 11 years Head track coach in Iowa.

Start Date: February, 2021

Requested by: Terry Rotert - AD

To: Amanda Schumacher
Nutrition Director

15 Jun 20

I have enjoyed working with Kelly Johnson and the rest of the Concession Staff. It is time that I step down and let the younger generation take over. I have met a lot of great people from Huron and a lot from other towns that showed up to cheer on their team. I need to go and watch my Grandkids play sports. There for I am resigning as a concession worker. Thank you for letting me have a great time serving a lot of wonderful people and working with a wonderful team.

Sincerely

Kenneth L Shoultz

Kenneth L Shoultz

To: Amanda Schumacher
Nutrition Director

June 15, 2020

I have enjoyed working with Kelly Johnson and the rest of the Concession Staff. It is time that I step down from concessions and let the younger generation take over. I have grandkids in sports and I would like to go watch them. Please accept my resignation from this position.

Sincerely


Nancy Shultz

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

Courtney Baszler

June 26, 2020

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 \$ 45886 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 8/10/2020 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

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

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

For 2020-2021 only, should the State of South Dakota, the state legislature, or any agency thereof, revise, amend, alter or in any manner change the current budget as relates to state aid or financial matters to the school districts, the parties agree that as relates to the salary and benefit increases, that portion of the agreement shall be null and void and subject to re-negotiation as soon as practical.

BA
Hired 2020-2021 W/BA and 0 years of teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 10. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

"CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, JULY 3, 2020"

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 30th day of June, 2020

Witness: Dolly Penabaker

Print Name: Courtney Baszler

Sign here: Courtney Baszler
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Courtney Baszler
Present Address 1949 Wisconsin Ave SW – Huron, SD 57350
Position Applied For Alternative Education Teacher

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>South Dakota State University</u>	<u>2020 / History</u>
MA Degree	_____	_____
Other	_____	_____

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

<u>Name of School</u>	<u>How Long/Years</u>	<u>Grades/Subjects</u>
_____	_____	_____
_____	_____	_____

4. **Base Salary:** \$45,886 **Teaching Assignment:** Alternative Education Teacher
Extra Duty: \$ _____ **Ex Duty Assignment** _____
Total Salary: \$45,886

Huron School District 2-2
 Adoption of Supplemental Budget
 Resolution 2020-07-13-01
 July 13, 2020 Board Meeting

Let it be resolved, that the school board of the Huron School District 2-2, in accordance with SDCL 13-11-3.2 and after duly considering the proposed supplemental budget, hereby approves and adopts the following supplemental budget in total for the General Fund:

Appropriation	Means of Finance	Amount
Preschool Services (10-1141)	Title III Grant and Donations	4,500
Title I Part A, C, and D Attendance (10-2116)	Title I Part A, C, and D Grant	163,000
Title I Part A (10-2128)	Title I Grant	9,000
Curriculum Development (10-2212)	Fund Balance	2,100
Library Services (10-2222)	Fund Balance	800
Technology Services (10-2227)	ESSER Grant Funds	492,000
Office of the Principals (10-2410)	Fund Balance	7,000
Operation and Maintenance (10-2549)	Fund Balance	108,000
Vehicle Operation Services (10-2552)	Fund Balance	12,000
Community Recreation Services (10-3200)	Fund Balance	5,400
Non-public School Instruction (10-3711)	Title I Grant	36,500
Non-public School Instruction (10-3719)	Title I Grant	200
Female Activities (10-6200)	Fund Balance	4,800
Girls Tennis (10-6262)	Fund Balance	700
Combined Co-Curr Activities (10-6910)	Fund Balance	8,900
First Aid (10-6911)	Fund Balance	100
	Total	855,000

Presiding Officer

Business Manager

Huron School District 2-2
Adoption of Supplemental Budget
Resolution 2020-07-13-02
July 13, 2020 Board Meeting

Let it be resolved, that the school board of the Huron School District 2-2, in accordance with SDCL 13-11-3.2 and after duly considering the proposed supplemental budget, hereby approves and adopts the following supplemental budget in total for the Capital Outlay Fund:

Appropriation	Means of Finance	Amount
SPED (21-1221)	Fund Balance	1,400
	Total	1,400

Presiding Officer

Business Manager

Huron School District 2-2
Adoption of Supplemental Budget
Resolution 2020-07-13-03
July 13, 2020 Board Meeting

Let it be resolved, that the school board of the Huron School District 2-2, in accordance with SDCL 13-11-3.2 and after duly considering the proposed supplemental budget, hereby approves and adopts the following supplemental budget in total for the Special Education Fund:

Appropriation	Means of Finance	Amount
Mild to Moderate (22-1221)	Fund Balance	44,000
Early Childhood (22-1226)	Fund Balance	31,000
Prolonged Assistance (22-1227)	Fund Balance	9,700
Psychological Testing (22-2142)	Fund Balance	700
Physical Therapy (22-2171)	Fund Balance	10,100
Occupational Therapy (22-2172)	Fund Balance	78,500
Office of the Principal (22-2710)	Fund Balance	11,000
Vehicle Operations (22-2730)	Fund Balance	21,000
	Total	206,000

Presiding Officer

Business Manager



7/15 Huron School Surplus Online Only Auction

Meyer Auction Service, LLC | Huron, SD 57350

Date(s) : 6/29/2020 - 7/15/2020

Buyer Premium : 8% Buyers Premium added to final bid

Lots start closing Wednesday July 15, 2020 6pm CST

This is an online only auction for items owned by Huron School District, Huron, SD. Auction will close Wednesday July 15, 2020 at 6:00 PM CST. All items sold as is without guarantees and are for pickup only. Please inspect pictures. For questions contact Meyer Auction Service LLC 605-350-0316.

[Print Catalog](#)

Online-Only Auction

[Hide Pictures](#)



2 2 Bags of Black Huron Tiger Football Pants



3 2 Boxes White Huron Tiger Football Pants



4 5 Latham Time clock's & Time Cards



5 Empathy Lungs, one way valve, breathing pieces etc



6 Childrens Books, School Books, Coloring Books



7 Box of Children's games, calculators



8 Picture 25" X 19"

Farming family



9 Compasses, flashlights, film canisters



10 Large area rugs



10a 2001 International school Bus 59 passenger Model I

VIN: 1HYBRA8P71A937500 Vin 1HYBRA8P71A937500 T444E Motor



11 Betco Genie floor scrubber



11a 1996 Blue Chevy 3500 dually 4X4 Manual 5.7V8 picku

VIN: 1GBJK34R6TE148447 Vin 1GBJK34R6TE148447 Floor panel mats have tar on them 54,019 Miles 1996 Blue Chevy 3500 dually 4X4 Manual 5.7V8 picku

**12** Tennant floor scrubber**12a** 2004 International School Bus 59passenger Model IC

Vin 4DRBRABP648961870 T444E Motor

**13** Vintage Industrial trash can**13a** Spaulding MFG, Inc 1995 Hot Patcher

Serial No. 95310115

**14** Rico ATICIO SPC420DM printer and cartridges**14a** 2018 two wheel trailer 3X8 Metal floor with wooden

Vin 7007418

**15** Classroom CPS Clicker system**15a** 2005 Chevrolet Suburban 1500 LS

VIN: 3GNFK15Z15G142738 Miles: 116,915 Engine: V8, 5.3L Vin 3GNFK16Z15G142738 Like new tires, 3rd Row Seats, windshield is cracked and has two chips

**16** Wii Sports (no controller)**16a** 2009 Chevrolet Impala LT

VIN: 2G1WT57K691228178 Miles: 93,936 Engine: V6, 3.5L Vin 2G1WT57K691228178 93936 miles clean interior, Tires worn somewhat

**17** 3 boxes misc kitchen ware**18** 2 boxes math games**19** Smart board**20** Smart Board, pens included

**21 Amana Refridgerator/freezer**

Model TC18VW

**22 Stackable Maytag Washer and Dryer****23 Cafeteria Trays-37 boxes approx 24 in box**

Many NIB

**24 Plastic wiring rails-5 boxes and tubs, misc****25 2 Coleman coolers****26 3M Overhead projector****27 3M Overhead projector****28 Projector Screen****29 Large Projector Screen Da-lite****30 Ipod Touches and charging case****31 2 wheel wooden cart****32 Rubbermaid 3 shelf work cart****33 Advance AquaClean XP Floor Shampooer****34 Tennant 9004191 T1 Floor Scrubber**



35 **Simplicity Commercial Vacuum**



36 **Advance Carpetriever 28**



37 **Viper Shampooer**



38 **3 mop bucket inserts**



39 **Advance ES4000 Floor Scrubber w/charger**

Runs, drives



40 **Clarke Model 2300 Floor maintainer**



41 **Floor Scrubber pads**



42 **Large assortment of floor scrubber pads, many NIB**



43 **McDonalds playset, tambourines, music blocks**



44 **2 radios, coffee pot & VHS holders**



45 **Stainless sink & metal garbage can**



46 **4 drawer fireproof safe w/combo lock.**

Don't have combo Heavy



47 **4 drawer fire proof filecabinet**



48 **2 drawer file proof**

	49	<u>APC PRO15 battery back up outlet</u>
	50	<u>Hanging rack for classroom use</u>
	51	<u>5 boxes of programmable telephones</u>
	52	<u>Scantrons, misc remotes, CDs</u>
	53	<u>Misc Printer Cartridges</u>
	54	<u>RCA Autoshot Video camera</u> One Charger, two batteries
	55	<u>Gateway laptop w/power cord & case</u> condition unknown
	56	<u>HP Laptop w/power cord & case</u> condition unknown
	57	<u>Gateway laptop w/power cord & case</u> Condition unknown
	58	<u>2 laptops, Inspirion & Gateway</u> condition unknown
	59	<u>Gateway laptop, condition unknown</u>
	60	<u>3 iPads, condition unknown</u>
	61	<u>5 iPad minis, condition unknown</u>
	62	<u>5 iPad minis, condition unknown</u>



63 6 iPad minis, condition unknown



64 6 iPad minis, condition unknown
one says dead spot on screen



65 5 iPad minis, condition unknown



66 5 iPad minis, condition unknown



67 5 iPad minis, condition unknown



68 5 iPad minis, condition unknown



69 Box of charging bricks



70 Box full of keyboards



71 Box full of iPad cases



72 Box full of iPad cases



73 2 Epson projectors



74 2 Epson projectors



75 2 Epson projectors



76 2 Epson Powerlite 95 projectors

	77	<u>Epson powerlite 95 projectors</u>
	78	<u>2 Epson Powerlite 95 projectors</u>
	79	<u>2 Epson projectors</u>
	80	<u>2 power connect server ports</u>
	81	<u>5 Server pieces</u>
	82	<u>Sound Board FX15</u>
	83	<u>2 fog machines</u>
	84	<u>3 stereo receivers</u>
	85	<u>2 radios and 2 multiplexes</u>
	86	<u>Spotlight</u>
	87	<u>Soundboard in traveling case</u>
	88	<u>Soundboard</u>
	89	<u>Light board</u>
	90	<u>3 Stereo cassette players</u>

	91 <u>Stainless Kitchen items</u>
	92 <u>Epson Projector with case</u>
	93 <u>Epson Projector with case</u>
	94 <u>Epson Projector with Case</u>
	95 <u>Epson Projector with case</u>
	96 <u>iPad charging case, radio, misc electrical</u>
	97 <u>3 headset cases with headsets</u>
	98 <u>HP Laserjet printer 1320n w/xtra CYN toner</u>
	99 <u>RICO Aficio SP C420dn Printer with 5extra toners</u>
	100 <u>Woods Frostguard Dehumidifier</u>
	101 <u>Rolling desk w/electrical</u> One broken drawer
	102 <u>Pioneerinc-X5 Asterix Touch lot of 8 monitors and scanners</u>
	103 <u>5 HP Elitebook with chargers</u> condition unknown
	104 <u>5 Elitebooks with chargers</u> Condition unknown

**105 5 Elitebooks with chargers**

condition unknown

**106 5 Elitebooks with chargers**

condition unknown, three without battery

**107 5 Elitebooks with chargers**

condition unknown

**108 5 Elitebooks with chargers**

condition unknown, 1 without battery and back cover

**109 5 Elitebooks with chargers**

3 without batteries condition unknown

**110 5 Elitebooks with chargers**

condition unknown, 2 without batteries

**111 5 Elitebooks with chargers**

condition unknown

**112 5 Elitebooks with chargers**

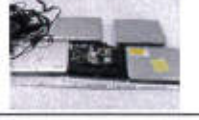
condition unknown

**113 5 Elitebooks with chargers**

condition unknown, one missing battery

**114 5 Elitebooks with chargers**

condition unknown

**115 5 Elitebooks with chargers**

condition unknown, one missing battery & parts

**116 5 Elitebooks with chargers**

condition unknown

**117 9 docking statitons****118 2 Elitebooks, newer, condition unknown**

with chargers



119 Tub of chargers



120 4- 5 gal pails of floor care, one is partial



121 Dolly cart



122 6- 5 gal buckets floor care & cement sealer



123 Lot of Misc cans of paint and 2 boxes terrazine



124 3 wheeled Dolly cart



125 Sharp MX-M450N Laser Printer



126 Homemade cart



127 2 pails of floor care & box misc items



128 Lincoln welder with 10 hp Kohler motor
Weldanpower 150



129 Miller welder Dialarc 250P-AC/DC














130 Assorted welding rods































131 Pallet Jack 5500 lbs



132 NAPA rolling cart

	133 <u>Framework work for mat unroller</u>
	134 <u>Desk</u>
	135 <u>Sharp Digital Imager AR M208N & 2 toners</u>
	136 <u>2 tables, one w/wheels</u>
	137 <u>8 music stands</u>
	138 <u>2 light poles</u>
	139 <u>Large lot of LED light fixtures</u>
	140 <u>Group of desk lamps</u>
	141 <u>Large lot of stage lights</u>
	142 <u>9 florescent light fixtures</u>
	143 <u>14 LED light fixtures</u>
	144 <u>17 LED light fixtures</u>
	145 <u>19 stage pieces used for concerts, various heights</u> Comes with rolling cart
	146 <u>Rolling cart</u>

	147 <u>2 rolls of carpeting</u>
	148 <u>Milwaukee grinder, METABO Hack saw, Buffet burner works.</u>
	149 <u>8 cans Setfast</u>
	150 <u>Stihl gas trimmer</u>
	151 <u>6 cans floor care & misc cleaning product</u>
	152 <u>Stihl gas powered trimmer</u>
	153 <u>Locking cabinets</u>
	154 <u>Metal wall cabinet</u>
	155 <u>6 wooden doors w/hinges & rolling cart</u>
	156 <u>Metal desk w/2 drawers</u>
	157 <u>2 drawer metal filing cabinet with key</u>
	158 <u>Orange & black wall mats</u>
	159 <u>Cushioned Pole mats</u>
	160 <u>Hockey sticks</u>

	161 <u>10 ft.wall rack & plexiglass window</u>
	162 <u>4 gal floor cleaner stop slip</u>
	163 <u>Various cleaners</u>
	164 <u>5 gals. shower foam cleaner</u>
	165 <u>Floor cleaning products</u>
	166 <u>3 boxes of Speedball spray cleaner</u>
	167 <u>4 gals floor machine cleaner</u>
	168 <u>box of Multi surface cleaner</u>
	169 <u>17 containers drain line cleaner</u>
	170 <u>4 ft folding table</u>
	171 <u>Placing podium w/step</u>
	172 <u>Carpeted stage step</u>
	173 <u>Exam table</u>
	174 <u>Christmas tree in tote</u>



175 Desk and two Rolodex



176 5 drawer green filing cabinet



177 5 drawer peach filing cabinet



178 4 drawer tan filing cabinet



179 2 desks



180 2 desks



181 2 desks, one leg needs screw



182 2 desks



183 5 desks



184 8 desks



185 8 desks



186 6 desks



187 2 office chairs



188 Swenson Spreader
SN 0311-2884

	189 <u>Wooden 6 ft step ladder</u>
	190 <u>PixMobile 3 tier metal cart with 15 folding chairs</u>
	191 <u>Dry Erase board with trays</u>
	192 <u>Rohler & Campbell piano</u>
	193 <u>AXP Smart Solutions Floor machine</u> Advance Convertomatic with battery charger
	194 <u>Tennant E5 Floor machine</u>
	195 <u>DeWalt Vacuum</u>
	196 <u>Printer/computer stand</u>
	197 <u>6 ft rolling table</u>
	198 <u>25 pieces 17' x 2' metal tubing</u>
	199 <u>2 Dell Optilex 360 towers, 1 monitor</u> condition unknown
	200 <u>Counter or Table Top - 60' x 36' & 5' Metal Shelf</u>
	201 <u>3-6' x 30' Rolling Tables- Bases loose/unnattached</u> height is adjustable
	202 <u>Black Rolling Electronics Cabinets</u>

**203** Wooden Cabinet/Podium

36' x 24"d x 42.5"T

**204** 2-Acorn Iron Works Gates**205** 16 Heavy Wooden Doors**206** Wrestling Mat - 159" W**207** Wrestling Mat - 159" W**208** Wrestling Mat - 159" W**209** pair of mat moving carts**210** 2 Optiplex 380 towers & monitor

condition unknown, no power cord

**211** 2 HP Compac towers & 1 HP monitor

condition unknown, no power cord

**212** 2 HP Compac towers & 1 HP monitor

condition unknown, no power cord

**213** 2 HP Compac towers & 1 HP monitor

condition unknown, no power cord

**214** 2 dell Optiplex 360 towers & Dell monitor

condition unknown no power cord

**215** 2 Dell Optiplex 790 towers & Dell Monitor

condition unknown, no power cord

**216** 2 Dell 380 towers & 1 monitor

condition unknown & no power cord

**217 2 HP Compaq Towers & 1 HP monitor**

condition unknown and no power cord

**218 HP Compaq tower & Hp monitor**

condition unknown, no power cord

**219 2 Dell Optiplex 360 towers & dell monitor**

condition unknown, no power cord

**220 3 Dell Optiplex 360 towers & Dell monitor**

condition unknown, no power cords

**221 3 Dell Optiplex 360 towers & Dell monitor**

condition unknown, no power cords

**222 3 Dell optiplex 360 towers & Dell monitor**

condition unknown, no power cords

**223 4 Dell Optiplex 360 towers & 1 monitor**

condition unknown, no power cords

**224 4 Dell Optiflex 380 towers & 1 Dell monitor**

condition unknown no power cord

**225 4 Dell Optiflex 380 towers & 1 Dell monitor**

Condition unknown no power cords

**226 4 Dell Optiflex 380 towers & 1 Dell monitor**

condition unknown, no power cords

**227 4 Dell Optiflex 380 towers & 1 Dell monitor**

Includes parts tower condition unknown no power cords















**228 4 Dell Optiflex 380 towers & ViewSonic monitor**















condition unknown, includes parts monitor no power cords

**229 4 Dell Optiflex 380 towers**

condition unknown no power cords

**230 Bicycle Rack 10' 3"**

	231 <u>Bicycle Rack 10' 8"</u>
	232 <u>Pallet of Misc Plywood, Mats, Lumber Etc</u>
	233 <u>9 Bar Clamps in Brute Garbage Can</u>
	234 <u>John Deere Gator-Tilt Box Manual 5 speed transmiss</u> doesn't idle properly, needs tuned up
	235 <u>25 Light Green Classroom Chairs</u>
	236 <u>15 Mauve Pink Classroom Chairs</u>
	237 <u>8 Bright Green Classroom Chairs</u>
	238 <u>15 Turquoise Classroom Chairs</u>
	239 <u>11 Black Classroom Chairs</u>
	240 <u>8 Green Classroom Chairs</u>
	241 <u>5 Classroom Chairs-blue, orange & lights</u>
	242 <u>11 Black Classroom Chairs</u>
	243 <u>3 Rolling Office Chairs</u>
	244 <u>Maroon Office Chair</u>

	245	<u>Mauve Office Chair- Short Back</u>
	246	<u>Mauve Office Chair</u>
	247	<u>Mauve Office Chair</u>
	248	<u>Retro Blue Chair</u>
	249	<u>6 Folding Chairs with Desk Arm</u>
	250	<u>6 Folding Chairs with Desk Arm</u>
	251	<u>8 Red Classroom Chairs</u>
	252	<u>Tote of Floding Chairs</u>
	253	<u>Tote of Floding Chairs</u>
	254	<u>3 Stools</u>
	255	<u>18 Small Classroom Chairs</u> 2 black , 16 blue
	256	<u>11 Blue Classroom Chairs</u>
	257	<u>8 Blue Classroom Chairs</u>
	258	<u>26 Small Classroom Chairs</u>



259 26 Small Classroom Chairs



260 4 tan chairs



261 5 Blue Classroom Chairs



262 7 Tan & Greens Classroom Chairs



263 4 Red & Blue Small Chairs, 1 Orange & 1 Tan Chair



264 Schwinn Airdyne Bike
missing pin on seat adjustment



265 Schwinn Airdyne Bike



266 Folding Rolling Table



267 Folding Rolling Table



268 Folding Rolling Table



269 Rolling Rack w/ Folding Chairs
approx 75 Chairs



270 Folding Chairs 18ct



271 4 Huron Tiger Padded Folding Chairs



272 4 Huron Tiger Padded Folding Chairs

	273	<u>4 Huron Tiger Padded Folding Chairs</u>
	274	<u>4 Huron Tiger Padded Folding Chairs</u>
	275	<u>4 Huron Tiger Padded Folding Chairs</u>
	276	<u>6 Huron Tiger Padded Folding Chairs</u>
	277	<u>3 Black Office Chairs - 1 needs repair</u>
	278	<u>2 Gray Office Office Chairs</u>
	279	<u>2 Office Chairs</u> Show a lot of wear on arm rests
	280	<u>4 Maroon Chairs</u>
	281	<u>Retro Blue Chair</u>
	282	<u>2 Blue Chairs</u>
	283	<u>3 Chairs, 1 needs repair</u>
	284	<u>2 Rolling Ball Chair Bases</u>
	285	<u>Bulletin Board Rotary Rack on Wheels</u>
	286	<u>Nurses Bed/lounge</u>



287 Wooden Cabinet w/8s shelves
82" T x 32.5" Deep x 33" W



288 26 blue classroom chairs



289 24 Small Blue Classroom Chairs



290 24 Small Blue Classroom Chairs



291 30 Small Stackable Blue Classroom Chairs



292 5 Blue Stackable Classroom Chairs



293 6 Blue Stackable Classroom Chairs



294 7 Blue Stackable Classroom Chairs



295 2 Desks - 1 has loose lid



296 3 Dry Erase Boards



297 Wooden Cabinet Base
6'3" w x 23" D x 32.5" T



298 Wooden Cabinet Upper w/trim
8'1.5" x 1' x 30" T, 1 door needs repair on hinge



299 2 Piece Counter Cabinet
L is 65.5" L 39" T w/24.5" L, main is 11' 6.5" L x 24"



300 Vanity Cabinet & Sink
45.5" W x 24" D x 34.5" T

**301 Wooden Cabinet Bottom**

30" W 23"D x 32.5"T

**302 Wooden Cabinet Bottom w/shelves**

58.5" L x 23" D x 32.5"T

**303 Hanging Wooden Cabinet - Needs Repair**

82" x 12.5" D x 30.5"T

**304 Wooden Cabinet w/2s shelves**

65.5" L x 12"D x 30.5"T

**305 Wooden Cabinet w/Cork Board & Shelves**

8' L x 1' D x 37"T

**306 Wooden Cabinet w/1 Shelf**

53"L x 11.5"D x 30"T

**307 Wooden Cabinet w 2 Shelves**

40' L x 14'D x 36"T

**308 Pair of Wooden Cabinets w/shelves**

48"W x 14"D x 48.5"T

**309 Wooden Cabinet w/ glass slides and shelves**

48"W x 13"D x 30"T

**310 Wooden Cabinet w/ shelves**

41.5"W x 13"D x 36"T

**311 4 Drawer File Cabinet**

15"W x 26.5"D x 52"T

**312 Wooden Standing Cabinet w/ shelves**

26.25"W x 24"D x 84"T

**313 Wooden Cabinet w/ shelves and drawers**

98"W x 25.5"D x 32.5"T w/ Misc supplies in drawers

**314 Wooden Cabinet cut out for sink**

67.5"W x 25.5"D x 32.5"T countertop loose

**315 Wooden Cabinet**

49"W x 11.5"D x 71.5"T

**316 Wooden Two-Sided Shelf**

37"W x 12"D (each side) x 60"T

**317 3 Drawer Desk**

40"W x 30"D x 29"T

**318 Metal Cabinet with Wood Top**

60"W x 18"D x 30"T

**319 Wooden Taped Book Hanging Cabinet**

69"W x 24"D x 53.5"T

**320 Hon 5 Drawer File Cabinet****321 4 Drawer File Cabinet on Wheels****322 Hon 4 Drawer File Cabinet****323 4 Drawer File Cabinet****324 2 Drawer File Cabinet - dented****325 2 Door Metal Cabinet****326 Blue Round Adjustable Table approx 4' dia.****327 4 Dell towers**

Condition unknown no power cards

**328 4 Dell towers, 1 gateway laptop**

Condition unknown one tower parts only



329 2 Acer monitors, without stands & misc cords



330 Pair of bathroom sinks

Large triple bay sinks



331 Six compartment locker

6ft tall 3ft9in wide 2ft deep



332 Six compartment locker

6ft tall 3ft9in wide 2ft deep



333 Six compartment locker

6ft tall 3ft9in wide 2ft deep



334 Six compartment locker

6ft tall 3ft9in wide 2ft deep



335 Six compartment locker

6ft tall 3ft9in wide 2ft deep



336 Six compartment locker

6ft tall 3ft9in wide 2ft deep



337 Six compartment locker

6ft tall 3ft9in wide 2ft deep



338 Six compartment locker

6ft tall 3ft9in wide 2ft deep



339 Six compartment locker

6ft tall 3ft9in wide 2ft deep



340 Six compartment locker

6ft tall 3ft9in wide 2ft deep



341 Six compartment locker

6ft tall 3ft9in wide 2ft deep



342 Six compartment locker

6ft tall 3ft9in wide 2ft deep



343 Six compartment locker

6ft tall 3ft9in wide 2ft deep



344 Six compartment locker

6ft tall 3ft9in wide 2ft deep



345 Six compartment locker

6ft tall 3ft9in wide 2ft deep



346 Six compartment locker

6ft tall 3ft9in wide 2ft deep



347 Six compartment locker

6ft tall 3ft9in wide 2ft deep



348 Six compartment locker

6ft tall 3ft9in wide 2ft deep



349 Six compartment locker

6ft tall 3ft9in wide 2ft deep



350 Six compartment locker

6ft tall 3ft9in wide 2ft deep



351 Six compartment locker

6ft tall 3ft9in wide 2ft deep



352 Six compartment locker

6ft tall 3ft9in wide 2ft deep



353 Six compartment locker

6ft tall 3ft9in wide 2ft deep



354 Six compartment locker

6ft tall 3ft9in wide 2ft deep



355 Six compartment locker

6ft tall 3ft9in wide 2ft deep



356 Eight compartment locker

6ft tall 5ft wide 2ft deep



357 Eight compartment locker
6ft tall 5ft wide 2ft deep



358 Eight compartment locker
6ft tall 5ft wide 2ft deep



359 Eight compartment locker
6ft tall 5ft wide 2ft deep



360 Eight compartment locker
6ft tall 5ft wide 2ft deep



361 Eight compartment locker
6ft tall 5ft wide 2ft deep



362 Eight compartment locker
6ft tall 5ft wide 2ft deep



363 Eight compartment locker
6ft tall 5ft wide 2ft deep



364 Eight compartment locker
6ft tall 5ft wide 2ft deep



365 Eight compartment locker
6ft tall 5ft wide 2ft deep



366 Eight compartment locker
6ft tall 5ft wide 2ft deep



367 Eight compartment locker
6ft tall 5ft wide 2ft deep



368 Four compartment locker



369 Four compartment locker



370 Bathroom stall partition from high school remodel



371 Brown Cabinet



372 28 Locker basket wall mount shelf unit

40 in wide 6ft tall 14in deep



373 Twenty eight locker basket wall mount shelf unit



374 Twenty eight locker basket wall mount shelf unit



375 Twenty eight locker basket wall mount shelf unit



376 Twenty eight locker basket wall mount shelf unit



377 Twenty eight locker basket wall mount shelf unit



378 Twenty eight locker basket wall mount shelf unit



379 Twenty eight locker basket wall mount shelf unit



380 Twenty eight locker basket wall mount shelf unit



381 Twenty eight locker basket wall mount shelf unit



382 Twenty eight locker basket wall mount shelf unit



383 Twenty eight locker basket wall mount shelf unit



384 Twenty eight locker basket wall mount shelf unit



385 Twenty eight locker basket wall mount shelf unit



386 Twenty eight locker basket wall mount shelf unit



387 Twenty eight locker basket wall mount shelf unit



388 Twenty eight locker basket wall mount shelf unit



389 Twenty eight locker basket wall mount shelf unit



390 Twenty eight locker basket wall mount shelf unit



391 Twenty eight locker basket wall mount shelf unit



392 Fifteen 8ft wall mount wooden benches



400 Schwinn airdyne bike



401 Schwin airdyne bike

Fan hits the cage



402 Schwin airdyne bike
















403 Weight stand



404 weight stand



405 Weight stand

	406 <u>Four barbells and blocks</u> Three 45lbs One 35lbs
	407 <u>Three barbells and blocks</u> One 35lbs two 45lbs
	408 <u>Dumbbell rack</u>
	409 <u>Hyper machine</u>
	410 <u>Bench</u>
	411 <u>Adjustable bench</u>
	412 <u>Bench</u>
	413 <u>Bag of jerseys and bag of pants</u>
	414 <u>Bag of jerseys and bags of pants</u>
	415 <u>Mixed jerseys and orange pants</u>
	416 <u>White pants and mixed jerseys</u>
	417 <u>Bags of jerseys and bag of pants</u>
	418 <u>Practice jerseys and black pants</u>
Photos Coming Soon	419 <u>CrackPro 3500 Sealer</u>



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

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: 7/2/2020 Contact Person: Rachel Kary

Group Applying: School District Libraries

Name of Grant/Award: CARES Act Library Technology Grant

Name of Funder: South Dakota State Library Contact Person Daria Bossman

Amount to be Requested: \$1000 Funder's Submission Due Date: August 3rd, 2020

Project Focus: The federal Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) passed by Congress March 19, 2020, gives certain relief funds to states to assist in continuing to provide education.

If awarded this money we would update the desktop computer in the Washington 4-5 Center Library and the printer in the high school library.

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes No If yes, when are they due? The grant does not list a specific date, but states that I must agree to a self-evaluation of the benefits and results of the funded project.

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. Please be specific.
The total for these two items is \$1074 (\$814 for the computer and \$260 for the printer). Therefore, approximately \$75 would need to be used out of the library budgets to cover the difference.

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 A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - 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: Mike Radke 7-8-20
Building/Department Administrator Date

Signature: Linda J Pietz 7/8/2020
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 7-8-2020
Kelly Christopherson, Business Manager Date

Larson 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:
August 20, 2020	Larson 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 Early Childhood Professional Services ("Contractor"), effective August 20, 2020 (the "Agreement").

This statement of work is effective as of August 20, 2020, 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 August 20, 2020 and shall continue through August 19, 2021

Scope of Work

Contractor shall provide the Services as follows:

- Birth to Three (IFSP-Prolonged) 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
- Referral follow-up/Developmental Screenings/Evaluations/Reports 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 (Prolonged) 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, BDI2 assessments, family training 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 \$575/day onsite and \$256 per up to 8 hours/week at home office unless otherwise agreed to by both parties.

This figure includes up to 6.75 hours/on site day of professional services and includes a minimum of 3 ¼ hours travel time and up to 8 hours/week for service coordination and professional services at home office.

Item Description	Daily Rate
B-3 Family Training/Special Instruction/Professional Services/B-3 assessments/evaluations (on site)	\$575
B-3 Service Coordination, family contacts, sped team correspondence, referral reviews & evaluation coordination, BDI2 data entry, compilation of multi-disciplinary reports, office work (home office)	\$256
B-3 Professional Development Training (as needed or required by State or School District (up to 3 days/contract year)	\$256

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 Education Services
Huron School District 150 5 th St SW Huron, SD 57350	Ralyn Schilling (605-353-6997)

Invoice Procedures

Client will be invoiced monthly 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 Early Childhood
Professional Services

By: _____
Name:
Title:

By: _____
Name:
Title:

	Huron School District #2-2	Code: GDBA-1(N) Support Staff Hiring Schedules Custodial Staff
	Policies and Regulations	

.90 increase (3.8% x 90%) + \$2,080
.15 steps
(Salaries based on hourly rate * 2080)

Support Staff Hiring Schedules
Custodial Staff
2020-2021

GDBA-1 (N)
July 2, 2020

Step	Custodian	Elementary Custodian	Arena Custodian	MS/HS Custodian Forman	Grounds Personnel	Maintenance Personnel
0	\$41,219	\$41,579	\$42,413	\$42,891	\$42,891	\$45,280
1	\$41,552	\$41,912	\$42,747	\$43,224	\$43,224	\$45,613
2	\$41,886	\$42,246	\$43,080	\$43,558	\$43,558	\$45,947
3	\$42,219	\$42,579	\$43,413	\$43,891	\$43,891	\$46,280
4	\$42,552	\$42,912	\$43,747	\$44,224	\$44,224	\$46,613
5	\$42,886	\$43,246	\$44,080	\$44,558	\$43,305	\$46,947

(Note: The hiring raise for 2020-21 is 3.42% + \$2,080)
The hiring schedule increased by 90% of the employee raise + \$2,080

NIGHT DUTY ALLOWANCE - \$80.00 extra for the 9 months school is in session.

All positions shall be a 40-hour a week position.

Hours per day may be varied according to district needs during the regular school term and summer months. Departure from the normal hours, five days per week schedule must be approved by the superintendent's office or supervisor.

The superintendent must approve all hiring and wage requests. All new custodians hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new custodian may earn steps for experience (responsibility determined to be similar). New custodians will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (.15) steps on the hiring schedule. Custodians granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.



Huron School District #2-2

Policies and Regulations

Code:
 GDBA-2(N) Support Staff Hiring
 Schedules
 Full-Time Personnel Staff

.90 increase (3.8% x 90%) + \$2,080
 .15 steps
 (Salaries based on hourly rate * 2080)

Support Staff Hiring Schedules
 Full-Time Personnel Staff
 2020-2021

GDBA-2 (N)
 July 2, 2020

Step	Division I Office Personnel	Division I Technical Assistant	Division III Technician
0	\$39,032	\$39,032	\$43,405
1	\$39,365	\$39,365	\$43,738
2	\$39,699	\$39,699	\$44,071
3	\$40,032	\$40,032	\$44,405
4	\$40,365	\$40,365	\$44,738
5	\$40,699	\$40,699	\$45,072

(NOTE: The hiring raise for 2020-21 is 3.42% + \$2,080)
 The hiring schedule increased by 90% of the employee raise + \$2,080
 Column added for Technical Assistant and Technician

All positions shall be a 40-hour a week position, unless salary above \$47,500 per year.

Hours per day may be varied according to office needs during the regular school term and summer months. Departure from the normal 7:30 a.m. to 4:30 p.m., five days per week schedule must be approved by the superintendent's office or supervisor.

The superintendent must approve all hiring and wage requests. All new (Division I and II) full-time personnel hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new employee may earn steps for experience (responsibility determined to be similar) and/or education (i.e. AA=1 step, BA=2 steps). Employees will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (.15) steps on the hiring schedule. Employees granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.



Huron School District #2-2

Policies and Regulations

Code:
GDBA-3(N) Support Staff Hiring
Schedules
Para-Educators

.90 increase (3.8% x 90%)
.15 steps

Support Staff Hiring Schedules
Para-Educators
2020-2021

GDBA-3 (N)
July 2, 2020

Step	Licensed SLPA/ PTA/OTA	Class AAA	Class AA	Class A	Class A1	Class B
0	\$22.30	\$16.33	\$16.16	\$15.39	\$15.39	\$14.89
1	\$22.46	\$16.49	\$16.32	\$15.55	\$15.55	\$15.06
2	\$22.62	\$16.65	\$16.48	\$15.71	\$15.71	\$15.22
3	\$22.78	\$16.81	\$16.64	\$15.87	\$15.87	\$15.38
4	\$22.94	\$16.97	\$16.80	\$16.03	\$16.03	\$15.54
5	\$23.10	\$17.13	\$16.96	\$16.19	\$16.19	\$15.70

LICENSED SLPA/PTA/OTA

One who assists licensed therapists with treatment plans in educational settings.

CLASS 'AAA'

One who spends the majority of his/her time working as an office secretary in the elementary or middle school building administrator's office, or in the business office on less than 260-day position.

CLASS 'AA'

One who spends the majority of his/her time working as a secretary in the counselor's office.

CLASS 'A'

One who spends the majority of his/her time working with students in a tutorial process.

CLASS 'A1'

One who spends the majority of his/her time performing library clerical duties and instructing students in library and computer searches.

CLASS 'B'

One who spends the majority of his/her time supervising playground, lunchroom, etc.

The superintendent must approve all hiring and wage requests. All new para educators hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The para educator may earn steps for experience (responsibility determined to be similar). New para educator will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Para educators granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

This hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

PAID HOLIDAYS – LICENSED SLPA/PTA/OTA - Class II (9-month classified employees) – Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, and Good Friday.

PAID HOLIDAYS/Class II/AAA (10-month) – Labor Day, Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents' Day, and Good Friday.



Huron School District #2-2

Policies and Regulations

Code:
GDBA-4
Support Staff Salary Schedule
Bus Driver Hiring Schedule 2020-21

Support Staff Salary Schedule Bus Driver Hiring Schedule 2020-2021

BUSES

25 miles or less per day	90.23
26 to 50 miles per day	92.44
51 to 80 miles per day	99.99
81 to 85 miles per day	101.23
86 to 90 miles per day	102.60
91 to 95 miles per day	103.98
96 to 100 miles per day	105.16
101 to 105 miles per day	106.08
106 to 110 miles per day	109.02
111 to 115 miles per day	111.64
116 to 120 miles per day	114.07
121 to 125 miles per day	116.88
126 to 130 miles per day	119.68
131 to 135 miles per day	122.53
136 to 140 miles per day	125.53
141 to 145 miles per day	128.35
146 to 150 miles per day	131.16
151 to 155 miles per day	133.97

EXPERIENCE RATING

After 1 full year driving	\$.95 a day extra
After 2 full years driving	\$ 1.20 a day extra
After 3 full years driving	\$ 1.60 a day extra
After 4 full years driving	\$ 2.00 a day extra
After 5 full years driving	\$ 2.30 a day extra
After 10 full years driving	\$ 2.75 a day extra

Wages for each route will be paid according to the above scale after the daily average mileage has been established by the transportation supervisor, which will normally be prior to the first pay period. In case of a question regarding the daily average mileage, the transportation supervisor, along with the route driver, will review the GPS path report from Zonar. The daily average mileage arrived at by the transportation supervisor during this review will be judged the correct mileage for the route. Any route changes made by the school administration will be charged according to scale. The daily average



Huron School District #2-2

Policies and Regulations

Code:

GDBA-4

Support Staff Salary Schedule
Bus Driver Hiring Schedule 2020-21

mileage for each route will be reviewed for any changes, and adjusted accordingly, on a quarterly basis each school year.

Wages are to be paid only for days driven. We do not pay for vacation periods or days when school is not in session.

Pay scale is a daily rate so we will not pay extra for minor breakdown, bad weather, or other delays.

Extra pay will be allowed if driver is required by the school administration to make an extra run during the day, such as for field trips and class activities.

Rates of pay will be established each year based on the daily average mileage for each established route. We have no salary guarantees from one year to the next. Experience rating is the only carryover.

Drivers for activity trips will be chosen from those who volunteer for such service and who we feel are fully qualified for this duty. Pay will be on an hourly basis of \$25.00 per hour.

Substitute drivers will be paid \$25.00 per hour or the applicable daily rate of pay from the route salary schedule if subbing for an out of town route.

If buses or vans are stored at a driver's residence, we will allow the following for electrical tank heaters:

- \$ 75.00 per year for 1000 watt heaters
- \$100.00 per year for 1500 watt heaters
- \$125.00 per year for 2500 watt heaters

This allowance will be paid in February.

Hiring Bonuses – Authorized Beginning August 18, 2014

A \$1,000 signing bonus will be paid to route drivers with \$500 being paid when they start and \$500 being paid at the end of the school year if they work the entire year. The route driver signing bonus lifetime limit is \$1,000 per person.

A \$500 signing bonus will be paid to substitute drivers with \$250 being paid when they start and \$250 being paid at the end of the school year if they work the entire year. The substitute driver signing bonus lifetime limit is \$500 per person.



Huron School District #2-2

Policies and Regulations

Code:
 GDBA-5(N) Support Staff Hiring
 Schedules
 Food Service

.90 increase (3.8% x 90%)
 .15 steps

Support Staff Hiring Schedules
 Food Service
 2020-2021

GDBA-5 (N)
 July 2, 2020

STEP	LEVEL I	LEVEL II	LEVEL III A	LEVEL III B	LEVEL IV A	LEVEL IV B
0	\$14.57	\$14.84	\$15.36	\$15.63	\$16.11	\$16.48
1	\$14.73	\$15.00	\$15.53	\$15.79	\$16.27	\$16.64
2	\$14.89	\$15.16	\$15.69	\$15.95	\$16.43	\$16.80
3	\$15.06	\$15.32	\$15.85	\$16.11	\$16.59	\$16.96
4	\$15.22	\$15.48	\$16.01	\$16.27	\$16.75	\$17.12
5	\$15.38	\$15.64	\$16.17	\$16.43	\$16.91	\$17.28

The superintendent must approve all hiring and wage requests. All new Food Service Personnel hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new Food Service employee may earn steps for experience (responsibility determined to be similar). New Food Service Personnel will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Food Service Personnel granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Those food service employees who have been nationally certified and kept their national certification for a period of three years or more will be given a \$.15 per hour salary increase. If an employee fails to keep up his/her national certification, he/she will lose the increment and will have to complete another three years to earn it back.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

PAID HOLIDAYS:

CLASS II (9-month classified employees) Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, Good Friday



Huron School District #2-2

Policies and Regulations

Code:
GDBC-1(N) Support Staff Fringe
Benefits – Insurance

Support Staff Fringe Benefits – Insurance 2020-2021

Health Insurance - Class I

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class I employee, the school district will pay \$653.40 per month (90%) for a single premium and the employee will pay \$72.60 per month (10%). The school district will pay \$870.60 per month (60%) for an employee + spouse premium and the employee will pay \$580.40 per month (40%). The school district will pay \$1,087.80 per month (60%) for a family premium and the employee will pay \$725.20 per month (40%). The school district will pay \$787.80 per month (60%) for an employee + dependents premium and the employee will pay \$525.20 per month (40%).

Health Insurance - Class II

➤ **6-8 Hours Per Day**

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 6-8 hours per day, the school district will pay \$580.80 per month (80%) for a single premium and the employee will pay \$145.20 per month (20%). The school district will pay \$740.01 per month (51%) for an employee + spouse premium and the employee will pay \$710.99 per month (49%). The school district will pay \$669.63 per month (51%) for an employee + dependents premium and the employee will pay \$643.37 per month (49%). The school district will pay \$924.63 per month (51%) for a family premium and the employee will pay \$888.37 per month (49%).

➤ **4-6 Hours Per Day**

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 4-6 hours per day, the school district will pay \$399.30 per month (55%) for a single premium and the employee will pay \$326.70 per month (45%). The school district will pay \$570.82 per month (39.34%) for an employee + spouse premium and the employee will pay \$880.18 per month (60.66%). The school district will pay \$516.53 per month (39.34%) for an employee + dependents premium and the employee will pay \$796.47 per month (60.66%). The school district will pay \$713.23 per month (39.34%) for a family premium and the employee will pay \$1,099.77 per month (60.66%).

For Class I and Class II employees, if the district employs both spouses and both spouses qualify for the district's health insurance benefit, the school district will pay up to the qualifying contribution for family insurance for each spouse. Each spouse will pay 50% of the remaining premium balance or \$72.60 per month (10%), whichever is higher.

Health Insurance - Class III & IV

Do not qualify according to the master insurance policy.

Dental Insurance – Class I

The school district will pay the cost of a single premium on a group insurance plan covering dental costs for all Class I employees. The Class I employees are eligible to purchase family or two-party dental insurance at the employee's expense.

Term Life Insurance - Class I (Full-time Personnel)

The school district will pay the cost of a single premium or family premium on a term life insurance policy. The beneficiary amount of the policy shall be \$15,000 plus double indemnity coverage.

Term Life Insurance – Class II

The school district will pay the cost of a single premium or family premium on a term life insurance policy for those Class II employees who work 20 hours per week, 9 months per year.

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


	Huron School District #2-2	Code:
	Policies and Regulations	GDBD-9(N) Support Staff Leaves & Absences (Personal Leave Day)

Support Staff Leaves & Absences
(Personal Leave Day)

Classified personnel shall be granted two days of personal paid leave subject to the following conditions:

- a) The staff member must register with the activities director to work four events in a capacity assigned by the activities director's office.
- b) The class II classified employee shall submit his/her request for leave on a leave application form to their immediate supervisor for the supervisor's and superintendent's approval at least five (5) working days in advance of the anticipated absence. A copy of the leave form shall be filed with the immediate supervisor. In cases of an emergency, the employee shall make application as far in advance of the anticipated absence as is possible.

Short term leave may be granted prior to and following other vacations and holidays.
An applicant for leave under this policy need not state the reasons for which the leave is sought.
- c) Beginning with the 2019-2020 school year, class II classified employees will carry over – for one year – either or both of the two short-term leave days that have not been used. Carry-over days must be used in the following school year. Any class II classified employee who has not used the two days of his/her short term leave by the end of the following school year will be reimbursed for these days at the rate of \$120.00 per day. For employees working less than 8 hours per day, the \$120.00 will be prorated based on the employees regularly scheduled hours. An employee leaving the district will be paid for his/her unused short-term leave days at the conclusion of his/her final year of employment.
- d) If the employee works 4 to 6 hours per day, the employee will work two events for two days off.
- e) If the employee works over 6 hours per day, working four events will result in two days off.
- f) If the employee works less than 4 hours per day, he/she is not eligible for short term leave.
- g) Each staff member may work additional events/activities and receive pay for those in the amount of \$32 per event/activity. (Staff member must fulfill the short term leave requirement before working events for pay.)

	Huron School District #2-2	Code:
	Policies and Regulations	GDE Part-Time / Substitute Support Staff Employment

PART-TIME/SUBSTITUTE SUPPORT STAFF EMPLOYMENT
Substitute Pay for Class I & Class II

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



Huron School District #2-2

Policies and Regulations

Code:
GDE Part-Time / Substitute
Support Staff Employment

Substitute Classified Wages 2020-2021

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

Licensed SLPA/PTA/OTA	\$22.30
Class AAA	\$16.33
Class AA	\$16.16
Class A	\$15.39
Class A1	\$15.39
Class B	\$14.89

Substitutes for food service workers will be hired on the Level II Experience Step 0 of the Food Service ‘hiring’ schedule. The hourly rate of pay is \$14.84 per hour for the 2020-2021 school year. Substitutes will receive the same wage increase as regular food service employees in subsequent years of employment.

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

Division I/Office Personnel	\$18.77
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All non-supervisory substitute custodians will be paid \$15.00 per hour.

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

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

Other Hourly Wage Rates for 2020-2021

	2019-2020	Change	2020-2021	
Summer help - Grounds	\$14.36	\$0.55	\$14.91	3.80%
Student Custodian	\$11.84	\$0.45	\$12.29	3.80%
Summer Computer Help	\$11.48	\$0.44	\$11.92	3.80%
Student worker	\$11.84	\$0.45	\$12.29	3.80%
Interpreter	\$20.69	\$0.79	\$21.48	3.80%
Student Interpreter	\$14.20	\$0.54	\$14.74	3.80%
Buildings/Grounds/Bus Maintenance	\$16.07	\$0.61	\$16.68	3.80%
Bus Ride Rate	\$15.45	\$0.59	\$16.04	3.80%
High School Gift Program Teachers	\$25.13	\$0.95	\$26.08	3.80%
High School Gift Program Coordinator	\$35.48	\$1.35	\$36.83	3.80%
21st Century Grant - Program Coordinator	\$33.26		\$33.26	No increase because our grant amount does not increase.
21st Century Grant - Site Coordinators - Teachers in District	\$32.77		\$32.77	No increase because our grant amount does not increase.
21st Century Grant - Site Coordinators - NOT Teachers in District	\$29.28		\$29.28	No increase because our grant amount does not increase.
21st Century Grant - Leaders	\$18.11		\$18.11	No increase because our grant amount does not increase.
21st Century Grant - Tutor	\$18.11		\$18.11	No increase because our grant amount does not increase.
21st Century Grant - Door Person	\$13.85		\$13.85	No increase because our grant amount does not increase.
Concessions Manager	\$15.99	\$0.61	\$16.60	3.80%
Concessions Workers - Beginner	\$11.89	\$0.45	\$12.34	3.80%
Concessions Workers - With Experience	\$12.20	\$0.46	\$12.66	3.80%
Concessions Student Workers - Beginner	\$11.26	\$0.43	\$11.69	3.80%
Concessions Student Workers - With Experience	\$11.31	\$0.43	\$11.74	3.80%

The Rates Below are Set or Updated Through Negotiations and or Policy

Bus Driver Hourly	\$25.00		\$25.00	Negotiated - Policy GDBA-4
Substitute Bus Driver	\$25.00		\$25.00	Negotiated - Policy GDBA-4
Certified Tutor	\$20.00		\$20.00	Based on Negotiated Substitute Teacher Rate of \$120 per day for a 6 hour day.
Non-certified Tutor	\$14.88	\$0.51	\$15.39	Based on Step 0 of Class A Para-Educator Hiring Schedule
Driver's Education Instructors	\$29.14	\$1.11	\$30.25	To begin May 2021 (Negotiated)
Curriculum Development	\$17.14		\$17.14	Negotiated - Policy IF
Staff Development	\$20.00		\$20.00	Negotiated - Policy GCL
Substitute Custodian	\$15.00	\$1.57	\$16.57	3.80% + \$1.00 This is policy GDE
Substitute Supervisory Custodian	\$15.50	\$1.59	\$17.09	3.80% + \$1.00 This is policy GDE



Terry Nebelsick EdS.

Superintendent

150 5th St. SW

Huron, SD 57350

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C: (605) 354-0050

terry.nebelsick@k12.sd.us

July 13, 2020

TO: Board of Education

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

SUBJECT: Ratification of 2020-2021 Negotiated Agreements

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

- 1) Policy GCBC-1 (N)
- 2) Policy GCBA-1 (N)
- 3) Policy GCBA-2 (N)

Health Insurance/Benefit Package
Professional Staff Hiring Schedule 2020-2021
Extra Duty Schedule

**CERTIFIED NEGOTIATIONS
WRITTEN AGREEMENT**

The attached policies are those that have been negotiated and agreed upon by the Board of Education and the Huron Education Association for the school district fiscal year beginning on July 1, 2020 and ending on June 30, 2021.

These policies will be posted to the district's website within 30 days of ratification.

Should any article, section, or clause of these policies be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted only to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect.

Dated this 13th day of July, 2020.

Huron Education Association Huron School District #2-2

By _____
Terri Schlader
President/HEA

By _____
Rodney Freeman
School District Attorney



Huron School District #2-2

Policies and Regulations

Code:
GCBC-1(N) Professional Staff
Fringe Benefits

Professional Staff Fringe Benefits 2020-2021 Insurance

Health Insurance

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

- **Single Premium:** District will pay \$ 653.40 per month; the employee pays \$ 72.60.
- **Family Premium:** District will pay \$ 1,087.80 per month; the employee will pay \$ 725.20.
- **Employee + 1:** District will pay \$ 870.60 per month; the employee pays \$ 580.40.
- **Employee + Dependents:** District will pay \$ 787.80 per month; the employee pays \$ 525.20.
- If the district employs both husband and wife for at least 75% of a full-time contract, each employee will pay \$ 72.60 per month for health insurance coverage.
- Employees on a 50% to 74% contract will receive one-half the above listed benefit contributed to the group insurance plan.
- Employees on a less than 50% contract will receive no insurance benefits from the district.
- Premium increases will take effect July 1st of each year.

Dental Insurance

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

Term Life Insurance

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

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

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

Activity Passes

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



Huron School District #2-2

Policies and Regulations

Code:
GCBA-1(N) Professional Staff
Hiring Schedule

Professional Staff Hiring Schedule 2020-2021

YEAR EXP	19-20	20-21	BA+15 (MA) \$1,500	MA \$3,000	ED.S \$6,000	ED.D/PH.D \$9,000
0	\$44,369	\$45,886	\$47,386	\$48,886	\$51,886	\$54,886
1	\$44,482	\$46,055	\$47,555	\$49,055	\$52,055	\$55,055
2	\$44,595	\$46,172	\$47,672	\$49,172	\$52,172	\$55,172
3	\$44,641	\$46,289	\$47,789	\$49,289	\$52,289	\$55,289
4	\$44,769	\$46,337	\$47,837	\$49,337	\$52,337	\$55,337
5	\$44,953	\$46,470	\$47,970	\$49,470	\$52,470	\$55,470
6	\$45,085	\$46,661	\$48,161	\$49,661	\$52,661	\$55,661
7	\$45,218	\$46,798	\$48,298	\$49,798	\$52,798	\$55,798
8	\$45,374	\$46,936	\$48,436	\$49,936	\$52,936	\$55,936
9	\$45,432	\$47,098	\$48,598	\$50,098	\$53,098	\$56,098
10	\$45,432	\$47,158	\$48,658	\$50,158	\$53,158	\$56,158
11	\$45,490	\$47,158	\$48,658	\$50,158	\$53,158	\$56,158
12	\$45,715	\$47,218	\$48,718	\$50,218	\$53,218	\$56,218
13	\$45,848	\$47,452	\$48,952	\$50,452	\$53,452	\$56,452
14	\$46,004	\$47,590	\$49,090	\$50,590	\$53,590	\$56,590
15	\$46,143	\$47,752	\$49,252	\$50,752	\$53,752	\$56,752
16	\$46,637	\$47,896	\$49,396	\$50,896	\$53,896	\$56,896
17	\$47,130	\$48,409	\$49,909	\$51,409	\$54,409	\$57,409
18	\$47,624	\$48,921	\$50,421	\$51,921	\$54,921	\$57,921
19	\$48,118	\$49,434	\$50,934	\$52,434	\$55,434	\$58,434
20	\$48,611	\$49,946	\$51,446	\$52,946	\$55,946	\$58,946

Note: Formula(s) for advancing hiring schedule each year:

Formula A - When raises are % of teachers pay:

Step 0 of new schedule = (% raise x .90) * Step 0 + Step 0

Step 1 of new schedule = % raise x Step 0 + Step 0

Step 2 of new schedule = % raise x Step 1 + Step 1

Step 3 of new schedule = % raise x Step 2 + Step 2

Step 4 of new schedule = % raise x Step 3 + Step 3

Formula B - When raises are flat dollar amount for each teacher:

Raise = Total \$ available for raise divide by # FTE = Flat \$ Amount per Full time Teacher

Step 0 of new schedule = (\$ raise x .90) + Step 0

Step 1 of new schedule = \$ raise + Step 0

Step 2 of new schedule = \$ raise + Step 1

Step 3 of new schedule = \$ raise + Step 2

Step 4 of new schedule = \$ raise + Step 3

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

EXTRA DUTY SCHEDULE

GCBA-2 (N)

2020-2021

The base salary for calculation of extra duty salary includes both the salary increase and the wellness incentive. To determine the point value for extra duty salaries, each point will equal 1.3 percent of the extra duty base salary. The extra duty base salary represents the previous year's extra duty base salary plus the full % raise teachers received. 2020-21= $\$41,873$ (19-20 extra duty base) \times 1.038 (3.8% raise) = $\$43,464 \times 1.3\% = \565 per unit. The extra duty base salary will increase at a rate equal to the average teacher salary increase. *The extra duty base salary is not the base salary on the teacher hiring schedule.*

POSITION	POINTS	SALARY 2019-20
FOOTBALL		
Varsity – Head	13	\$7,345
Varsity – Assistant	8	\$4,520
Sophomore	8	\$4,520
9 th Grade	8	\$4,520
8 th Grade	5.5	\$3,108
7 th Grade	5.5	\$3,108
BASKETBALL		
Varsity – Head	14	\$7,910
Varsity – Assistant	8	\$4,520
Sophomore	8	\$4,520
9 th Grade	8	\$4,520
7-8 th Extramural	6	\$3,390
WRESTLING		
Varsity – Head	13	\$7,345
Varsity – Assistant	8	\$4,520
Middle School – Head	6	\$3,390
Middle School – Assistant	5	\$2,825
Combination MS/HS Assistant	4	\$2,260
TRACK		
Varsity – Head (boys & girls)	13	\$7,345
Varsity – Assistant	8	\$4,520
7-8 th Grade	4.5	\$2,543
CROSS COUNTRY		
Varsity – Head (boys & girls)	9	\$5,085
Varsity – Assistant	6	\$3,390
SOCCER		
Varsity – Head (boys & girls)	9	\$5,085
Varsity – Assistant	6	\$3,390
TENNIS		
Varsity	8	\$4,520
Assistant Varsity	5	\$2,825
6-8 th Grade	4	\$2,260
GOLF		
Varsity	8	\$4,520
Assistant Varsity	5	\$2,825

POSITION	POINTS	SALARY 2019-20
GYMNASTICS		
Varsity – Head	13	\$7,345
Varsity – Assistant	8	\$4,520
VOLLEYBALL		
Varsity – Head	13	\$7,345
Varsity – Assistant	8	\$4,520
9 th Grade	8	\$4,520
7-8 th Grade	6	\$3,390
CHEER/DANCE		
Head Competitive Cheer	9.5	\$5,368
Fall Sideline Advisor	2	\$1,130
Winter Sideline Advisor w/o Wrest	4.25	\$2,401
Assistant Competitive Cheer	6.5	\$3,673
Head Competitive Dance	9.5	\$5,368
Assistant Competitive Dance	6.5	\$3,673
ATHLETIC TRAINER		
Head/3 Seasons (Points per season)	8	\$4,520
Asst/3 Seasons (Points per season)	6	\$3,390
HS STUDENT SENATE		
	4	\$2,260
MS STUDENT SENATE		
	3	\$1,695
SPECIAL OLYMPICS COACH		
Special Olympics Assistant Coach	4	\$2,260
COLONY TEACHERS		
	2.5	\$1,413
OUR HOME TEACHERS		
	1	\$565
STRENGTH & CONDITIONING		
Each Season	3	\$1695
HIGH SCHOOL		
Vocal Music Director	8.5	\$4,803
Band Director	11	\$6,215
Summer Band	3	\$1,695
Marching Band Assistants	8	\$4,520
Musical Production Advisor (as needed)	4	\$2,260
Musical Orchestra Advisor (as needed)	2	\$1,130
Orchestra Director	7	\$3,955
Debate Director	13	\$7,345
Debate Assistant	8	\$4,520
One-Act Play	4	\$2,260
Assistant Director/1-Act Play	3	\$1,695
Three-Act Play	4	\$2,260
Assistant Director/3-Act Play	3	\$1,695
Oral Interp/Per Division	1.75	\$989
Yearbook Advisor	7	\$3,955
Newspaper Advisor	7	\$3,955
FFA Advisor	3	\$1,695

POSITION	POINTS	SALARY 2019-20
FBLA Advisor	3	\$1,695
Video Productions	3	\$1,695
Quiz Bowl Advisor	3	\$1,695
Key Club Sponsor	3	\$1,695
(½ to be paid by the district ½ to be paid by Kiwanis Club)		
National Honor Society	3	\$1,695
International Club	3	\$1,695
Pep Club	3	\$1,695
Social Media Coordinator	3	\$1,695
Prom Advisor	3	\$1,695
MIDDLE SCHOOL		
Band Director	6.5	\$3,673
Vocal Music Director	4.5	\$2,543
Orchestra Director	4	\$2,260
MS Play	3	\$1,695
Tiger Cub Follies	1.5	\$848
Oral Interp	3	\$1,695
Newspaper Advisor	2.5	\$1,413
Memory Book	2.5	\$1,413
Destination Imagination	3	\$1,695

WORK ASSIGNMENTS FOR ATHLETIC EVENTS:

Workers will be paid \$32 per session for working at varsity football, basketball, wrestling, gymnastics, volleyball, cross country, and track. Workers will be paid \$36 per session for working at "AA" district/regional, "A" and "B" regional and state tournaments in all of the above sports.

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

WORK ASSIGNMENTS FOR BENCH HELP:

Bench help, defined as main clock operator and scorers, will be paid \$38 per game for working at varsity football, basketball, wrestling, gymnastics, and volleyball.

Bench help will be paid \$44 per game for working "AA" district/regional, "A" and "B" regional tournaments in all of the above sports.

Bench help will be paid \$51 per game for working state tournaments in all of the above sports.

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

DRIVER EDUCATION SALARY:

Salary for driver education is \$30.25 per hour. The driver education instructor's base pay will increase at a rate equal to the average teacher salary increase each year.

LONGEVITY SCHEDULE

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

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

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

Experience will apply only in the specific activity.

**HURON SCHOOL DISTRICT #2-2
HURON, SOUTH DAKOTA**



**COMPREHENSIVE PLAN
FOR SPECIAL EDUCATION**

Adopted: July 13, 2020

The Huron School District #2-2 does not discriminate on the basis of race, national origin, sex, disability, age, or religion in admission or access to or treatment or employment in its programs and activities. Any person having inquiries concerning the District's compliance with Title VI, Title IX, Section 504, or the Americans With Disabilities Act (ADA) is directed to contact Lori Wehlander, Director of Special Services, 150 5th St. SW, Huron, SD 57350, telephone number: (605) 353-6997, who has been designated by the Huron School District School Board to coordinate the District's efforts to comply with the regulations implementing these sections, or the U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Ste. 320, Kansas City, Missouri 64106, telephone number: (816) 268-0550; TDD number: (800) 877-8339; E-mail: OCR.KansasCity@ed.gov; or fax number: (816) 286-0599.

South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority; 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans-Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The Huron School District has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on July 13, 2020. As indicated by the signature below, the authorizing official acknowledges the district will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.



Terry Nebelsick, Superintendent

150 5th St. SW, Huron, SD 57350



Date

605-353-6990

*This page must be signed by the school district official listed above and returned to SD DOE

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

It is the goal of the Huron School District provide full educational opportunity to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The Huron School District will make a FAPE available to all students with disabilities who reside within the boundaries of the district between the ages of 3 and 21 years of age. This includes any student with a disability who has been suspended or expelled. All eligible preschool aged students will have FAPE made available to them by their third birthday, including those whose birthdays fall during the summer months.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible Huron School District students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

One exception to the age range of FAPE is the special education student turning 21 during the school year who would continue to have free school privileges during the duration of that school year. Another exception is that children younger than age 3 who qualify for prolonged assistance will receive special education and related services, despite not yet being age 3.

- FAPE- methods and payments; 300.103; ARSD 24:05:19:08

The Huron School District may apply whatever Federal, State, local, and private funds are available to meet its obligations for the provision of FAPE and must ensure that FAPE is provided at no cost to parents and without delay – even if the sources of funding are still being determined. However, this does not relieve any insurer or similar third party from its responsibility to pay for otherwise valid obligations.

- Residential placement; 300.104; ARSD 24:05:19:08

When necessary, the Huron School District will provide FAPE to students with disabilities through a public or private residential program at no cost to the parents.

- Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19

When necessary for FAPE, the Huron School District will provide assistive technology to students with disabilities and the evaluation for such at no cost to the parents. This may include assistive technology to be used at home, when that is determined to be essential for FAPE on a case-by-case basis.

- Extended school year services; 300.106; ARSD 24:05:25:26

When necessary for FAPE, the Huron School District will provide extended school year services to students with disabilities at no cost to the parents. This is determined by the IEP team of the student.

- Nonacademic services; 300.107; ARSD 24:05:28:06

To the maximum extent possible, the Huron School District will ensure that students with disabilities are allowed to participate with non-disabled peers during nonacademic services such as extracurricular activities, meals and recess. If supplementary aids and services are necessary to achieve this integration, the school district will provide them to the maximum extent possible.

- Physical education; 300.108; ARSD 24:05:28:08

To the maximum extent possible, the Huron School District will allow students with disabilities to participate in physical education classes with non-disabled peers unless a student requires specially designed physical education in the child's IEP.

- Program options; 300.110; ARSD 24:05:28:04

To the maximum extent possible, the Huron School District will ensure that students with disabilities have access to the same program options as students without disabilities, such as art music, consumer education, and vocational education.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The Huron School District will have in effect policies and procedures, demonstrating that the district has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, consistent with the timetable for accomplishing that goal.

District Narrative:

The Huron School District, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with disabilities, aged birth through twenty-one. The district will review data annually (e.g. state performance plan indicators, state and district wide assessments) to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

District Narrative:

The Huron School District has in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district/cooperative member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

- Use of the term developmental delay; ARSD 24:05:24.01:09

The Huron School District recognizes a student three, four, or five years old may be identified as a student with a disability if the student has one of the major disabilities or if the student experiences a severe delay in development and needs special education and related services. A student with a severe delay in development functions at a developmental level two or more standard deviations below the mean in any one area of development specified in this section or 1.5 standard deviations below the mean in two or more areas of development. The areas of development are cognitive development, physical development, communication development, social or emotional development, and adaptive development.

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c){1}; ARSD 24:05:22:01

The Huron School District ensures that children who may be suspected having a disability, and in need of special education, even though they are advancing from grade to grade are subject to child find requirements.

- Children who are highly mobile, including migrant children, 300.111(c){2}.

The Huron School District ensures that children, who reside within the Huron School District and are highly mobile, including migrant children, are subject to child find requirements.

Huron School District Policy Statement

The Huron School District has in effect policies and procedures to ensure that all children with disabilities who reside within the boundaries of the district and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend private schools within the jurisdiction of the district and children receiving alternative instruction under SDCL 13-27-3 within the legal boundaries of the district. Child find includes our ongoing efforts to identify pre-school and school age students with disabilities through our referral and evaluation procedures, as well as our periodic screening of preschoolers who may be experiencing developmental delays.

Implementing a Child Identification System in the Huron School District

- The Director of Special Services is responsible for coordination, implementation, and documentation of the system for the District.
- The Huron School District shall provide an ongoing referral and evaluation process that is broad enough to reach all potential consumer groups. The Director of Special Services or designee shall publish in the local newspaper, pamphlets, posters displayed throughout the district, annual district-wide mailing, or the district web page public awareness information describing the District's child identification efforts to locate disabled children birth through twenty-one on an annual basis.
- Notices are printed in the Huron Daily Plainsman newspaper or district website: www.huron.k12.sd.us.
- The Director of Special Services shall notify all private schools, including religious schools, and children receiving alternative instruction under SDCL 13-27-3.

Huron School District Procedures for Collection, Maintaining, and Reporting Child Identification Data:

Upon conclusion of group screening activities, which will include children not currently enrolled in public school education program – the District shall:

- Ensure that the individual designated to conduct the screening activity be responsible for collecting the information and providing a summary report indicating the results of the screening to the district.
- Report the results of the screening activities to each child's parent(s) or guardian(s).
- Review the results of the screening instruments to determine whether a specific child should be more closely evaluated or diagnosed.
- If a child is suspected through the screening activity to be in need of special education services, a referral will be made to conduct a multi-disciplinary evaluation to determine eligibility for special education and special education and related services – provided parental notification and consent is obtained.
- Ensure that the screening information gathered will not be used to label children or used exclusively to develop individual education programs.

Huron School District Referral Procedures:

Referral defined. A statement to the effect that a referral includes any written request, which brings a student to the attention of a school district administrator (building principal, superintendent, or Director of Special Services) as a student who may be in need of special education. A referral made by a parent may be submitted verbally, but it must be documented in writing by the district. Referrals for 3-21 age students submitted late in the school year or in the summer will be acted upon when school resumes. Other sources of referrals include the following:

- Referral through screening;
- Referral by classroom teacher;
- Referral by other district personnel;
- Referral by other public or private agencies; and
- Referral by private schools, including religious schools,

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The Huron School District ensures that each identified student with a disability has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students with disabilities in the Huron School District will have a current IEP in place

at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a){1-7}; ARSD 24:05:27:01.03

The Huron School District will ensure that each student's individualized education program shall include:

- (1) A statement of the student's present levels of academic achievement and functional performance, including:
 - (a) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students); or
 - (b) For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including academic and functional goals, designed to:
 - (a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and
 - (b) Meet each of the student's other educational needs that result from the student's disability;
- For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives;
- (3) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
 - (a) To advance appropriately toward attaining the annual goals;
 - (b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and
 - (c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section;
 - (5) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:
 - (a) The student cannot participate in the regular assessment; and
 - (b) The particular alternate assessment selected is appropriate for the student;
 - (6) The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications;
 - (7) A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals will be provided;
 - (8) Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:
 - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training or education, employment, and, if appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals; and
 - (9) Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- Transition services; 300.320(b); ARSD 24:05:27:13.02

On or before a student turns 16 years of age, the Huron School District will ensure that each student's individualized education program shall include:

Transition services that are a coordinated set of activities for a student with a disability, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based on the individual student's needs, taking into account the student's strengths, preferences and interests, and may include instruction, related services, community experiences, the

development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the Huron School District ensures that each student's individualized education program will include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- The IEP team; 300.321; ARSD 24:05:27:01.01

The Huron School District ensures that the IEP team for each student with disabilities includes the following members:

- (1) The parents of the student;
- (2) Not less than one regular education teacher of the student if the student is, or may be, participating in the regular education environment;
- (3) Not less than one special education teacher of the student or, if appropriate, at least one special education provider of the student;
- (4) A representative of the school district who:
 - (a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - (b) Is knowledgeable about the general education curriculum; and
 - (c) Is knowledgeable about the availability of resources of the school district;
- (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section;
- (6) At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student including related services personnel as appropriate;
- (7) If appropriate, the student; and
- (8) If appropriate, Transition services participants as described in §§ 24:05:25:16.01 and 24:05:25:16.02.

The determination of the knowledge or special education expertise of any individual described in this section shall be made by the party (parents or district) who invited the individual to be a member of the IEP team. A district may designate another district member of the IEP team to also serve as the district representative, if the criteria in this section are satisfied.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

The Huron School District ensures that one or both parents of the child are present at each IEP team meeting or are afforded the opportunity to participate. The district shall notify parents of the meeting early enough to ensure that they will have an opportunity to attend, scheduling the meeting at a mutually agreed-upon time and place. The notice to the parents shall state the purpose, time, and location of the IEP team meeting and who will be in attendance and inform the parents of the provisions relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child, including information related to the participation of the Part C service coordinator or other representatives of the Part C system at the initial IEP Team meeting for a child previously served under Part C of the IDEA.

If a purpose of the IEP team meeting is the consideration of postsecondary goals and transition services for a student, the notice must also address the provisions of § 24:05:25:16.01.

If parents cannot attend, the district shall use other methods to ensure participation, including individual or conference telephone calls consistent with § 24:05:27:08.04.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

The Huron School District ensures, if the child is determined to be in need of special education or special education and related services, the IEP team shall develop an appropriate individual education program for the child. At the beginning of each school year thereafter, the district must have in effect an IEP for each child with disabilities within its jurisdiction. For children beginning at age three, an IEP shall be in effect by that date. If a child's third birthday occurs during the summer, the IEP team shall determine the date when services under the IEP will begin.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

The Huron School District ensures in developing, reviewing, and revising each student's individualized education program, the team shall consider the strengths of the student and the concerns of the parents for enhancing the education of their student, the results of the initial or most recent evaluation of the student, the academic, developmental, and functional needs of the student. The individualized education program team also shall:

- (1) In the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior;
- (2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's individualized education program;
- (3) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student;
- (4) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and
- (5) Consider whether the student requires assistive technology devices and services.
- (6) The regular education teacher of a student with a disability, as a member of the individualized education program team, must, to the extent appropriate, participate in the development, review, and revision of the student's individualized education program, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student consistent with subdivision 24:05:27:01.03(3).

Nothing in this section requires the team to include information under one component of a student's individualized education program that is already contained under another component of the student's individualized education program. No additional information may be required to be included in a student's IEP beyond what is explicitly required in this section.

- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

For children with hearing impairments, including deafness, in need of special education that wear hearing aids in school, the district ensures the IEP team shall include a monitoring plan in the individual educational program to ensure the proper functioning of these corrective devices.

Huron School District Policy Statement

The Huron School District has established and implements procedures for placement of eligible students in special education programs, including general procedures, placement committee membership functions, and parent participation as outlined in the Individuals with Disabilities Education Act (IDEA) 2004, and the Administrative Rules of South Dakota.

The Huron School District shall initiate and conduct IEP team meetings to periodically review each child's individual educational program and, if appropriate, revise its provisions. An IEP team meeting must be held for this purpose annually. The review shall be conducted to determine whether the annual goals for the student are being achieved. The individualized education program shall be revised, as appropriate, to address: any lack of expected progress toward the annual goals and in the general curriculum, if appropriate; the results of any reevaluation conducted; information about the student provided to, or by, the parents; the student's anticipated needs; or other matters.

A. IEP Team - The Huron School District will ensure that the IEP team for each student with disabilities includes the following members:

- (1) The **parents** of the student;
- (2) Not less than **one regular education teacher** of the student if the student is, or may be, participating in the regular education environment;
- (3) Not less than **one special education teacher** of the student or, if appropriate, at least one special education provider of the student;

(4) A **representative of the school district** who:

- (a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
- (b) Is knowledgeable about the general education curriculum; and
- (c) Is knowledgeable about the availability of resources of the school district;

(5) An **individual who can interpret the instructional implications of evaluation** results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section

(6) At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student including related services personnel as appropriate

(7) If appropriate, the student; and

(8) If appropriate, Transition services participants as described in §§ 24:05:25:16.01 and 24:05:25:16.02.

The determination of the knowledge or special education expertise of any individual described in this section shall be made by the party (parents or district) who invited the individual to be a member of the IEP team. A district may designate another district member of the IEP team to also serve as the district representative, if the criteria in this section are satisfied.

B. Development, review, and revision of individualized education program. In developing, reviewing and revising each student's individualized education program, the team shall consider the strengths of the student and the concerns of the parents for enhancing the education of their student, the results of the initial or most recent evaluation of the student, the academic, developmental, and functional needs of the student.

The individualized education program team also shall:

(1) In the case of a student whose behavior impedes his or her learning or that of others, consider, the use of positive behavioral interventions, and supports and other strategies to address that behavior.

(2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's individualized education program;

(3) In the case of a student who is blind or visually impaired, provide for instruction in braille and the use of braille unless the team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student;

(4) Consider the communication needs of the student, and in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and

(5) Consider whether the student requires assistive technology devices and services.

The regular education teacher of a student with a disability, as a member of the individualized education program team, must, to the extent appropriate, participate in the development, review, and revision of the student's individualized education program, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student.

Nothing in this section requires the team to include information under one component of a student's individualized education program that is already contained under another component of the student's individualized education program. No additional information may be required to be included in a student's IEP beyond what is explicitly required in this section.

C. Content of individualized education program. Each student's individualized education program shall include:

- (1) A statement of the student's present levels of academic achievement and functional performance, including:

- (a) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students); or
 - (b) For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities;
- (2) A statement of measurable annual goals, including academic and functional goals, designed to:
- (a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and
 - (b) Meet each of the student's other educational needs that result from the student's disability;

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives;

- (3) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided for the student:
- (a) To advance appropriately toward attaining the annual goals;
 - (b) To be involved and progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and
 - (c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section;
- (4) An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section;
- (5) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with district policies and procedures. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:
- (a) The student cannot participate in the regular assessment; and
 - (b) The alternate assessment is appropriate for the student; and/or
 - (c) If district level assessment is not appropriate.
- (6) The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications;
- (7) A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
- (8) Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:
- (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals; and
- (9) Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with district policies and procedures.

D. Access to IEP. The school district shall ensure that the child's IEP is accessible to each regular education teacher, special education teacher, related services provider, and other service provider who is responsible for its implementation. Each teacher and provider described above is informed of:

- (1) His or her specific responsibilities related to implementing the child's IEP; and
- (2) The specific accommodations, modifications, and supports that must be provided the child in accordance with the IEP.
- (3) The information will be disseminated by SPED case manager to all staff responsible for implementation at the Initial/Annual IEP meeting, beginning of each school year and beginning of new semester or trimester depending on building level schedule. Case manager will maintain documentation to show this has been completed.
- (4) All staff will receive FERPA training at the beginning of each school year and when appropriate.

E. IEP team attendance. A member of the IEP team described in item 1 of this section, (1)-(5), inclusive, is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree in writing that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. A member of the IEP team may be excused from attending, in whole or in part, an IEP team meeting that involves a modification to or discussion of the member's area of the curriculum or related services, if:

- (1) The parent and school district consent in writing to the excusal; and
- (2) The member submits, to the parent and the IEP team, input into the development of the IEP before the meeting.

F. Initial IEP team meeting for infants and toddlers. If a student was previously served under part C, an invitation to the initial IEP team meeting shall, at the request of the parent, be sent to the part C service coordinator or other representatives of the part C system to assist with the smooth transition of services.

G. IEP team meeting date. Initial IEP team meetings must be held consistent with pre-placement evaluation timelines. IEP team meetings following reevaluations must be held consistent with district policies and procedures. As soon as possible following development of the IEP, special education and related services are made available to the child in accordance with an IEP.

H. IEP team to determine related services. In developing a child's individual educational program, the members of the IEP team, shall determine if any developmental, corrective, or other support services, including transportation, are required to assist a child to benefit from special education. These services must be written into the individual educational program as related services.

I. Determination of related services. In deciding whether a particular developmental, corrective, or other supportive service is a related service, the members of the IEP team shall review the results of the individual evaluation used to determine the child's need for special education. Based on the specific special education services to be provided, the Team shall determine whether or not related services are required in order to assist the child to benefit from the special education program.

J. Parental consent for services. A school district that is responsible for making a free appropriate public education available to a student with a disability under this article shall obtain informed consent from the parent of the student before initially providing special education and related services to the student.

The district shall make reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the child. To meet the reasonable efforts requirement, the district shall document its attempts to obtain parental consent using the procedures in § 24:05:25:17.

If the parent of the student fails to respond or refuses to consent to services, the school district may not use the procedures in chapter 24:05:30, including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the child.

K. Parental refusal to consent -- School district obligations. If the parent of a student refuses to consent to the initial provision of special education and related services, or the parent fails to respond to a request to provide such consent:

- (1) The school district is not considered to be in violation of the requirement to make available free appropriate public education to the student for the failure to provide the student with the special education and related services for which the school district requests such consent; and
- (2) The school district is not required to convene an IEP meeting or develop an IEP under this chapter for the student for the special education and related services for which the school district requests such consent.

L. Parental withdrawal of consent for services. If, at any time subsequent to the initial provision of special education and related services, the parent of a student revokes consent in writing for the continued provision of special education and related services, the school district:

- (1) May not continue to provide special education and related services to the student, but shall provide prior written notice in accordance with chapter 24:05:30 before ceasing the provision of special education and related services;
- (2) May not use the procedures in chapter 24:05:30, including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student;
- (3) Is not considered to be in violation of the requirement to make FAPE available to the student because of the failure to provide the student with further special education and related services; and
- (4) Is not required to convene an IEP team meeting or develop an IEP under this chapter for the student for further provision of special education and related services.

M. Hearing aid. For children with hearing impairments, including deafness, in need of special education who wear hearing aids in school, the IEP team shall include a monitoring plan in the individual educational program to ensure the proper functioning of these corrective devices.

N. External components of surgically implanted medical devices. Each Huron School District shall ensure that the external components of surgically implanted medical devices are functioning properly.

For a child with a surgically implanted medical device who is receiving special education and related services under article 24:05, a school district is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted or of an external component of the surgically implanted medical device.

O. Medical services. Medical services, as a related service, may only be authorized by an IEP team for diagnostic or evaluation purposes. Medical services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.

P. Transportation. If transportation is required for the child to benefit from the special education program, transportation shall be written in the individual educational program and provided at no cost to the parent. A district may not require that a parent provide transportation; however, if both parties agree that the parent will provide the transportation, it shall be noted on the individual educational program and the parent shall be reimbursed by the district in accordance with state law.

Q. Yearly review and revision of individual educational programs. Huron School District shall initiate and conduct an IEP team meeting to periodically review each child's individual educational program and, if appropriate revise its provisions. An IEP team meeting must be held for this purpose annually.

The review shall be conducted to determine whether the annual goals for the student are being achieved. The individualized education program shall be revised, as appropriate, to address: any lack of expected progress toward the annual goals and in the general curriculum, if appropriate; the results of any reevaluation conducted; information about the student provided to, or by, the parents; the student's anticipated needs; or other matters.

R. Agreement to change IEP. In making changes to a student's IEP after the annual IEP meeting for a school year, the parent of a student with a disability and the school district may agree not to convene an IEP meeting for the purposes of making the changes, and instead may develop a written document to amend or modify the student's current IEP. If changes are made to the student's IEP in accordance with this section, the district shall ensure that the student's IEP team is informed of the changes.

S. Amendments to IEP. Changes to the IEP may be made either by the entire IEP team at an IEP team meeting or, as provided in § 24:05:27:08.01, by amending the IEP (that can be documented in a Prior Written Notice) rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP or PWN with the amendments documented. A change to an IEP for a student with disabilities does not give rise to the due process requirements of article 24:07, unless the superintendent recommends long-term suspension or expulsion for the student.

T. Consolidation of IEP team meetings. To the extent possible, the school district shall encourage the consolidation of reevaluation meetings for the student and other IEP team meetings for the student.

U. Alternative means of meeting participation. When conducting IEP team meetings pursuant to district policies and procedures, and carrying out administrative matters under procedural safeguards (such as scheduling, exchange of witness lists, and status conferences), the parent of a student with a disability and a school district may agree to use alternative means of meeting participation, such as video conferences and conference calls.

V. Individual educational program for the students placed in out of district private schools or facilities (24:05:27:10): (i.e. Lifescape, Abbott House, SDSBV, etc.). Before the Huron School District places or refers a child in need of special education or special education and related services to a private school, facility, or a contracting district, the Huron School District shall initiate and conduct an IEP team meeting to develop an individual educational program for the child in accordance with district procedures.

The Huron School District will ensure that a representative of the private school or facility attends the IEP team meeting if appropriate. If the representative of the private school or facility cannot attend the IEP team meeting, the district shall use other methods to ensure participation, including individual or conference telephone calls.

After a child in need of special education or special education and related services enters a private school or facility, any meetings to review and revise the child's individual educational program may be initiated and conducted by the private school or facility at the discretion of the district.

If the private school or facility initiates and conducts these meeting, the district shall ensure that the parents and a district representative are involved in any decision about the child's individual educational program and agree to any proposed changes in the program before those changes are implemented.

Even if a private school or facility implements a child's individual educational program, responsibility for compliance with this section remains with the school district and the department of education.

W. Graduation:

IDEA requirements

The Individuals with Disability Education Improvement Act (IDEA 2004) addresses graduation as follows:

- The obligation to make a free and appropriate public education (FAPE) available to all children with disabilities does not apply with respect to children with disabilities who have graduated from high school with a **signed regular high school diploma**.
- Graduation from high school with a signed regular high school diploma constitutes a change in placement, requiring written prior notice.
- The term **signed regular high school diploma** does not include an alternative degree that is not fully aligned with the State's academic standards, such as a certificate or a general educational development credential (GED).
- An evaluation is not required before the termination of a child's eligibility due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for FAPE under State law.

The federal government has traditionally given states the authority to develop specific educational programs, including curriculum and graduation requirements. The South Dakota State Board of Education, through administrative rules, has set minimum requirements that students must complete in order to earn a high school diploma; local education agencies (LEAs) may set additional requirements. These requirements apply to all South Dakota students, regardless of disability or English language acquisition status.

24:43:11:01. Number of required credits for graduation from high school --Personal learning plan required

- A. Student must earn a minimum of 24 credits
- B. Guidelines to waive graduation requirements
- C. Required to have a personal learning plan

X. Amending Graduation Requirements. South Dakota State Special Education Rules ARSD 24:05:27:12, allows the IEP team to modify specific units of credits toward the graduation requirements. Amendments may include modifications and/or substitutions according to state rules made to accommodate the needs of the individual student; the nature and extent of any amendments must be documented in the IEP. While the SD DOE does not define "modifications and/or substitutions" IEP teams might wish to consider the following guidelines:

- Documentation of any amendments should be cumulative in a nature so that the IEP team is able to accurately discuss the student's progress toward earning a diploma.
- Amendment of graduation requirements through course substitutions allowed by state rules should be made in similar content areas in order to provide the student a well-rounded education. For example, the team may choose to substitute a Basic Math class for Algebra I. This would be more educationally sound than substituting Ceramics for Algebra I. As always, the team, including the parents, will make the final determination regarding any amendment of graduation requirements.
- When making amendments, the team should consider unintended consequences for the student's post-school activities. Substituting functional courses for math requirements, for example, may require the student to take remedial math courses in higher education (at regular tuition prices, with no credit earned). In addition, exempting a student from world language classes may negatively affect college admission.

When amending graduation requirements, the IEP team should consider the effect on the student's progress toward achieving his/her measurable post-secondary goals. Student may continue to be eligible for services if substitutions are made and student receives modified diploma. IEP will make final determination.

Y. Agency responsibility for transition services. If a participating agency, other than the school district, fails to provide transition services contained in the IEP of a student with a disability, the school district responsible for the student's education shall reconvene an IEP team meeting for the purpose of identifying alternative strategies to meet the transition objectives set out in the student's IEP.

Nothing in this section relieves a participating agency, including a state vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students with disabilities that meet the eligibility criteria of that agency.

Z. Transition services. Transition services are a coordinated set of activities for a student with a disability, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student's movement from school to post school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based on the individual student's needs, taking into account the student's strengths, preferences and interests, and shall include instruction, related services, community experiences, the development of employment and other post school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

AA. IEPs for student transfers within state. If a student with a disability transfers school districts within the same academic year, enrolls in a new school, and had an IEP that was in effect in the state, the school district shall provide the student with a free appropriate public education. This includes providing services comparable to those described in the previously held IEP, in consultation with the parents, until the school district adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with federal and state law.

BB. IEPs for student transfers from another state. If a student with a disability, who had an IEP that was in effect in a previous school district in another state, transfers to a school district in South Dakota, and enrolls in a new school within the same school year, the new school district, in consultation with the parents, shall provide the child with FAPE, including services comparable to those described in the student's IEP from the previous school district, until the new school district:

- (1) Conducts an evaluation pursuant to district policies and procedures, if determined to be necessary by the new school district; and
- (2) Develops, adopts, and implements a new IEP, if appropriate, that meets the applicable requirements in this chapter.

CC. Transmittal of records for student transfers. To facilitate the transition for a transfer student within state and from another state:

- (1) The new school in which the student enrolls shall take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and any other records relating to the provision of special education and related services to the student, from the previous school in which the student was enrolled, pursuant to § 99.31(a)(2) of the federal Family Educational Rights and Privacy Act as amended to July 1, 2005; and
- (2) The previous school in which the student was enrolled shall take reasonable steps to promptly respond to the request from the new school.

DD. Related services provided at no cost. Consistent with district policies and procedures for determining the need for related services, the district shall provide related services at no cost to the parent. Related services may include transportation; speech-language pathology; audiological services; interpreting services; psychological services; physical and occupational therapy; recreation, including therapeutic recreation; early identification and assessment of disabilities in children; counseling services; including rehabilitation counseling; orientation and mobility services; medical services for diagnostic or evaluation purposes; school nurse and school health services designed to enable a student with a disability to receive a free appropriate public education as described in the IEP of the student; social work services in schools; and parental counseling and training. Related services do not include a medical device that is surgically implanted, the optimization of that device's functioning (e.g. mapping), maintenance of that device, or the replacement of the device.

EE. Rehabilitative counseling services. Rehabilitation counseling services are services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to students with disabilities by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended to January 1, 2007.

FF. Services applicable to surgically implanted device. Nothing in this section:

- (1) Limits the right of a child with a surgically implanted device (e.g., cochlear implant) to receive related services listed in this chapter that are determined by the IEP team to be necessary for the child to receive FAPE;
- (2) Limits the responsibility of a school district to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school; or
- (3) Prevents the routine checking of an external component of a surgically-implanted device to make sure it is functioning properly, as required in this chapter.

GG. Employment of Braille teacher. If an IEP team determines that a student's instruction in reading and writing must be accomplished through the use of braille, the district shall seek out the services of a certified braille teacher. By July 1, 1993, all individuals employed, as a braille teacher must be certified pursuant to state requirements.

HH. Assistive technology device. The term assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of children with disabilities.

II. Assistive technology service. The term assistive technology service means any service that directly assist a child with a disability in the selection, acquisition, or use of an assistive technology device. Such term includes:

- (1) The evaluation of the needs of a child with a disability, including a functional evaluation of the child's in the customary environment;
- (2) Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
- (3) Selecting, designing, fitting, customizing, adapting, applying, retaining, repairing, or replacing of assistive technology devices;
- (4) Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- (5) Training or technical assistance for a child with disabilities, or if appropriate, the child's family; and/or
- (6) Training or technical assistance for professionals (including individuals providing education and rehabilitation services), employers, or other individuals who provide services to employ, or are otherwise substantially involved in the major life functions of children with disabilities.

JJ. Universal design. Universal design is a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly usable without requiring assistive technologies and products and services that are made usable with assistive technologies.

KK. Availability of assistive technology. Each school district shall ensure that assistive technology devices or assistive technology services, or both, are made available to a child with a disability if they are required as a part of the child's special education or related services or as supplementary aids and services.

On a case-by-case basis, the use of school-purchased assistive technology devices in a child's home or in other settings is required if the student's placement committee determines that the child needs access to those devices in order to receive FAPE.

LL. Transition to preschool program. Each local school district shall develop policies and procedures for the transition of children participating in the early intervention program under Part C of the Individuals with Disabilities Education Act (IDEA) who are eligible for participation in preschool programs under Part B of IDEA.

Each district's policies and procedures must include the following:

- (1) A description of how the families will be included in the transitional plans;
- (2) Procedures to be used by the district for notifying the local network in which the child resides of the need for transitional planning;
- (3) Procedures for convening, with the approval of the family, a conference between the network, family, and district;
- (4) A requirement for convening the conference at least 90 days, and at the discretion of all parties, not more than 9 months before the child is eligible for the preschool program under Part B of Individual with Disabilities Education Act; and
- (5) Procedures for reviewing a child's program options for the period beginning with the day a child turns three and running through the remainder of the school year including the development and implementation of an individual education program consistent with article 24:05.

Each affected district shall participate in transition planning conferences arranged by the IDEA, Part C, program.

In the case of a child with a disability, aged three, previously eligible for Part C of IDEA, the IEP team must consider the child's IFSP that contains the IFSP content, including the natural environments statement, described in article 24:14, Early Childhood.

MM. Occupational therapy defined. Occupational therapy, as a related service, includes:

- (1) Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation;
- (2) Improving ability to perform tasks for independent functioning if functions are impaired or lost; and
- (3) Preventing, through early intervention, initial or further impairment or loss of function.

Criteria for occupational therapy. A student may be identified as in need of occupational therapy as a related service if:

- (1) The student has a disability and requires special education;
- (2) The student needs occupational therapy to benefit from special education; and
- (3) The student demonstrates performance on a standardized assessment instrument that falls at least 1.5 standard deviations below the mean in one or more of the following areas: fine motor skills, sensory integration, and visual motor skills.

NN. Physical therapy defined. Physical therapy, as a related service, includes gross motor development; mobility; use of adaptive equipment; and consultation and training in handling, positioning, and transferring students with physical impairments.

Criteria for physical therapy. A student may be identified as in need of physical therapy as a related service if:

- (1) The student has a disability and requires special education;
- (2) The student needs physical therapy to benefit from special education; and
- (3) The student demonstrates a delay of at least 1.5 standard deviations below the mean on a standardized motor assessment instrument.

OO. Incarcerated students in adult prisons. The following requirements do not apply to students with disabilities who are convicted as adults under state law and incarcerated in adult prisons:

- (1) Participation of students with disabilities in general assessment; and
- (2) Transition planning and services with respect to the student whose eligibility under this article will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

PP. Modifications to IEPs for students in adult prisons. The IEP team may modify the student's individualized education program or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. However, these modifications do not apply with respect to:

- (1) The development, review, and revision of individualized education programs as described in district policies and procedures;
- (2) Content of the individualized education program with the exception of general assessment and transition as noted above; and
- (3) The least restrictive environment provisions relating to being educated with nondisabled students and removal from the regular education environment.

QQ. Purchase of instructional materials. A school district that chooses to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those instructional materials in the same

manner, and subject to the same conditions as the department. Nothing in this section requires a school district to coordinate with the NIMAC.

If a school district chooses not to coordinate with the NIMAC, the district shall provide an assurance to the department that the district will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

Nothing in this section relieves a district of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.

Huron School District Procedures:

Development, Review, and Revision of IEPs.

1. The Director of Special Services/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP. This would include completing and delivering parental prior notices and other correspondence relating to development, review, or revision of IEP's, adhering to time lines, composition of the IEP team, and properly completing each section of the IEP.
2. The IEP team will ensure that all appropriate special education issues are addressed and documented on the IEP. The district's Comprehensive Plan along with the IEP Technical Assistance Guide, available from Special Education Programs, will be used as references in the development, review, and revision of each IEP.
3. All decisions of the IEP team will be made jointly by the parents and school personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following a placement committee meeting.
4. The special educator will ensure that the parent receives a copy of the completed IEP. The district will ensure the general educators and other service providers are made aware of the sections of the IEP they are responsible for implementing in the child's program.

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The Huron School District ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02
 1. Regular educational programs with modification;
 2. Resource rooms;
 3. Self-contained programs;
 4. Separate day school programs;
 5. Residential school programs;
 6. Home and hospital programs;
 7. Other settings.

For each of the programs listed in this section, the IEP team shall determine the extent to which related services are required in order for the child to benefit from the program. The length of the school day shall be equal in duration to that of a regular public school day unless an adjusted school day is required in order to meet the individual needs of the child. The IEP team shall provide for supplementary services, such as resource room or itinerant instruction to be provided in conjunction with regular class placement as applicable.

In those cases where placement is made in a separate day school program or residential school program, the district may abide by the school term of the facility in which the child is placed based on the individual needs of the child.

- Placements; 300.116; ARSD 24:05:28:03

The IEP team will ensure the following:

1. Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program;
2. Provisions are made for appropriate classroom or alternative settings necessary to implement a child individual education program;
3. Unless a child's individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled.
4. Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and
5. A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modifications in the general education curriculum.

- Non-academic settings, 300.117; ARSD 24:05:28:06

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities listed in this chapter, the school district shall develop and implement procedures which ensure that each child in need of special education or special education and related services participates with children without disabilities in those services and activities to the maximum extent appropriate to the needs of that child. The district shall ensure that each child with a disability has the supplementary aids and services determined by the child's IEP team to be appropriate and necessary for the child to participate in nonacademic settings.

- Children in public or private institutions; 300.118; ARSD 24:05:28:07

The school district through its IEP team and individual education program procedures, will ensure that children placed in public or private institutions or other care facilities are educated with children who are not disabled to the maximum extent appropriate.

- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

The district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities.

- Monitors placements, 300.120; ARSD 24:05:28:12

The district will submit data to the state for the purpose of monitoring educational placements for students with disabilities on an annual basis.

Huron School District Policy Statement

The Huron School District has established and implements procedures for educating children with disabilities in the least restrictive environment which ensures that children in need of special education or special education and related services including preschool children are provided special education and services to meet their individual needs which are coordinated with the regular educational program whenever appropriate, by adopting the Administrative Rules of South Dakota.

Removal from the regular educational classroom will occur only when the nature or severity of the child's needs is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Huron School District Procedures: Least Restrictive Environment, including Preschool Programs.

1. At least annually, the IEP Team will discuss the pertinent factors to ensure the child is placed in the least restrictive environment.
2. At least annually, the IEP Team will determine the placement of the child within the continuum of alternative placements and will determine the need for related services.
3. At least annually, the IEP Team will discuss the nonacademic and extracurricular services to ensure these program options are available to the child.

4. At least annually, the IEP Team will discuss how the child placed in a public or private institution or other care facility will be educated with children who are not disabled to the maximum extent.
5. At least annually, the IEP Team will determine the need for physical education services, specially designed if necessary, for the child in need of special education or special education and related services.
6. At least annually the IEP Team will determine the needs of the eligible preschool child, ages three through five, and develop the IEP program to ensure the child receives a free appropriate public education.

SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

Huron School District procedures:

The Huron School District ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document.

The Huron School District will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outlined in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The Huron School District posts a copy of the procedural safeguards document on its website (www.huron.k12.sd.us) in English, Spanish and Karen to afford access to the public.

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

The Huron School District ensures the parents of a child in need of special education or special education and related services shall be afforded an opportunity to inspect and review all education records concerning the identification, evaluation, and educational placement of the child and the provisions of a free appropriate public education to the child.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

The Huron School District ensures a parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district subject to the conditions in this section.

The Huron School District shall provide to parents, upon written request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations specified in this section.

If a parent requests an independent educational evaluation, the district may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent may not be required and the district may not unreasonably delay either providing the independent educational evaluation at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.

The Huron School District will provide to the parents, upon written request for an IEE, evaluator, geographical boundaries to obtain the IEE and cost. The district will allow parent to demonstrate unique circumstances to justify deviating from IEE criteria.

If the parent requests an independent educational evaluation at public expense, the district must, without unnecessary delay, either file a due process complaint to request a hearing under this chapter to show that its evaluation is appropriate, or ensure that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the

evaluation obtained by the parent did not meet district criteria. If the district files a due process complaint to request a hearing under this chapter and the final decision is that the evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.

A parent is entitled to only one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

Once an approved independent evaluator is notified by a parent/guardian that they are seeking an Independent Educational Evaluation (IEE), the independent evaluator will obtain a release of confidentiality from the parent/guardian to speak with the Huron School District Special Education representative concerning the evaluation the parent/guardian has disagreed with and is now requesting and IEE in regards to. The release of confidential information will allow access to all written assessment materials in the possession of Huron School District. Huron School District will also have a release of confidential information signed by the parent/guardian for Huron School District Multidisciplinary Team and other staff to receive evaluation results from the independent educational evaluator.

The independent educational evaluator will contact the Huron School District Psychologist or Speech-Language Pathologist that lead the evaluation to discuss the evaluation assessments that were used in the original evaluation. Both evaluators will ensure the assessments to be given by the independent evaluator are comparable to the Huron School District assessments administered. If an agreement cannot be obtained on which types of assessments or which certain types assessments will be used to ensure comparability, the Huron School District psychologist/speech pathologist will contact the Huron School District Director of Special Services to get additional guidance. Once agreement on the assessments is reached, the IEE can be held. Once the IEE is complete, the final report is sent to the Huron School District lead evaluator and the Huron School District Director of Special Services and payment is made either to the parent or independent educational evaluator. Once the IEE report is received, the lead Huron School District lead evaluator will reconvene the multidisciplinary team to reconsider the new evaluation results on eligibility based on these new evaluation results.

If the parent obtains an independent educational evaluation at public expense or shares with the district an evaluation obtained at private expense, the results of the evaluation must be considered by the district, if it meets district criteria, in any decision made with respect to the provision of a free appropriate public education to the child and may be presented by any party as evidence at a hearing under this chapter regarding that child.

If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation must be at public expense. If an independent evaluation is made at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the district uses when it initiates an evaluation to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Each district shall provide to parents, on request, information about where an independent educational evaluation may be obtained.

For the purposes of this section, the term, independent education evaluation, means an evaluation conducted by a qualified examiner who is not employed by the district responsible for the education of the child in question. For purposes of this section, the term, public expense, means that the district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent consistent with §§ 24:05:14:01 to 24:05:14:01.05, inclusive.

Except for the criteria described in this section, a district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

The Huron School District ensures prior written notice must be given to the parents five days before the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child. The five-day notice requirement may be waived by the parents.

- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02

The Huron School District ensures a copy of the procedural safeguards is available to the parents of a child with a disability, and must be given to the parents only one time a school year, except that a copy must also be given to the parent:

- (1) Upon initial referral or parental request for evaluation;
- (2) Upon request by a parent;
- (3) In accordance with the discipline procedures in chapters 24:05:26 and 24:05:26.01; and

(4) Upon receipt of the first state complaint under chapter 24:05:15 and first due process complaint under this chapter in a school year.

The Huron School District makes available a current copy of the procedural safeguards notice on its website.

The Huron School District ensures the procedural safeguards notice includes a full explanation of all of the procedural safeguards available under this article and the state complaint procedures relating to:

- (1) Independent educational evaluation;
- (2) Prior written notice;
- (3) Parental consent;
- (4) Access to educational records;
- (5) Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
 - (a) The time period in which to file a complaint;
 - (b) The opportunity for the district to resolve the complaint; and
 - (c) The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;
- (6) The child's placement during pendency of any due process complaint;
- (7) Procedures for students who are subject to placement in an interim alternative educational setting;
- (8) Requirements for unilateral placement by parents of children in private schools at public expense;
- (9) The availability of mediation;
- (10) Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
- (11) Civil actions, including the time period in which to file those actions; and
- (12) Attorneys' fees.

The form of the notice must be consistent with § 24:05:30:06, including written evidence that the requirements in this section have been met.

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03

The Huron School District ensures a parent of a child with a disability may elect to receive notices required by this chapter by an electronic mail communication.

- Availability of mediation; 300.506; ARSD 24:05:30:09

The Huron School District ensures that procedures are established and implemented to allow parties to disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

(1) The district shall ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party's right to a hearing on a parent's due process complaint, or to deny any other rights afforded under this article; and

(2) The mediation conference is an intervening, informal process conducted in a non-adversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

The state shall bear the cost of the mediation process, including the costs of meetings.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

A parent or the Huron School District may file a due process complaint on any matters relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child.

- Resolution process; 300.510; ARSD 24:05:30:08.09-12

Within 15 days of receiving notice of the parent's due process complaint, and before the initiation of a due process hearing under this chapter, the district shall convene a meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint. The meeting:

- (1) Shall include a representative of the district who has decision-making authority on behalf of the district; and
- (2) May not include an attorney of the district unless an attorney accompanies the parent.

The parent and district shall determine the relevant members of the IEP team to attend the meeting.

The purpose of the resolution meeting is for the parent of the child to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process complaint.

The resolution meeting need not be held if:

- (1) The parent and the district agree in writing to waive the meeting; or
- (2) The parent and the district agree to use the mediation process described in this chapter.

If the Huron School District has not resolved the due process complaint to the satisfaction of the parent within 30 days of the receipt of the due process complaint, the due process hearing may occur.

Except as provided in § 24:05:30:08.14, the timeline for issuing a final decision in a due process hearing begins at the expiration of the 30-day period.

Except where the parties have jointly agreed to waive the resolution process or to use mediation, notwithstanding the above two paragraphs, the failure of the parent filing a due process complaint to participate in the resolution meeting delays the timelines for the resolution process and due process hearing until the meeting is held.

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

If a due process complaint is received under this chapter, the parents or the district involved in the dispute shall have an opportunity for an impartial due process hearing, consistent with the procedures in this article.

- Hearing rights; 300.512; ARSD 24:05:30:12

Any party to a hearing, under this chapter or chapter's 24:05:26 and 24:05:26.01, has the right to:

- (1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a non-attorney at a hearing;
- (2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- (3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
- (4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and
- (5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory council and shall make those findings and decisions available to the public.

Parents involved in hearings must be given the right to have the child who is the subject of the hearing present and open the hearing to the public. The record of the hearing and the findings of fact and decisions must be provided at no cost to the parents.

- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11

A parent or the district, if aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01, may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

- (1) Shall review the records of the administrative proceedings;
- (2) Shall hear additional evidence at the request of a party; and
- (3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this

chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

- Status of child during due process proceedings; 300.518; ARSD 24:05:30:14

Except as provided in chapters 24:05:26 and 24:05:26.01, during the pendency of any administrative hearing or judicial proceeding regarding a due process complaint notice requesting a due process hearing pursuant to this chapter, the child involved must remain in the present educational placement unless the state or school district and the parents agree otherwise. If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.

If the complaint involves an application for initial services under this article from a child who is transitioning from Part C of the IDEA to Part B and is no longer eligible for Part C services because the child has turned three, the district is not required to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the district must provide those special education and related services that are not in dispute between the parent and the district.

If the decision of a hearing officer in a due process hearing agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parents for purposes of pendency.

- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15

The district shall establish procedures for the assignment of a surrogate parent to ensure that the rights of a child are protected if no parent, as defined in § 24:05:13:04, can be identified and the district, after reasonable effort, cannot locate a parent or if the child is a ward of the state or the child is an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act, as amended to January 1, 2009. A district's method for determining whether a child needs a surrogate parent must include the following:

1. The identification of staff members at the district or building level responsible for referring students in need of a surrogate parent;
2. The provision of in-service training on the criteria in this section for determining whether a child needs a surrogate parent; and
3. The establishment of a referral system within the district for the appointment of a surrogate parent. If a child is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, if the surrogate meets the requirements of this section.
 - a. The district superintendent or designee shall appoint surrogate parents.
 - b. The district shall ensure that a person selected as a surrogate has no personal or professional interest that conflicts with the interest of the child the surrogate represents and has knowledge and skills that ensure adequate representation of the child. The district is responsible for the training and certification of surrogate parents and shall maintain a list of persons who may serve as surrogate parents.
 - c. A person assigned as a surrogate may not be an employee of the department, district, or any other agency that is involved in the education or care of the child.
 - d. If a child is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents, without regard to the nonemployee provision above, until a surrogate parent can be appointed who meets all of the requirements of this section.
 - e. A person who otherwise qualifies to be a surrogate under the provisions of this section is not an employee of the agency solely because the person is paid by the agency to serve as a surrogate parent.
 - f. The surrogate parent may represent the student in all matters relating to the identification, evaluation, educational placement, and provision of FAPE to the students.

- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01

Consistent with state law, when a child with a disability reaches the age of majority that applies to all children, except for an eligible child who has been determined to be incompetent, the following shall occur:

- (1) The school district shall provide any notice required by this article to both the individual and the parents;
- (2) All other rights accorded to parents under this article transfer to the child; and

(3) All rights accorded to parents under this article transfer to children who are incarcerated in an adult or juvenile, state, or local correctional institution.

If a state transfers rights under this section, the district shall notify the individual and the parents of the transfer of rights. If, consistent with state law, an eligible child is determined not to have the ability to provide informed consent with respect to the educational program of the child, the district shall appoint the parent or, if the parent is not available, another appropriate individual to represent the educational interests of the child throughout the child's eligibility under this article.

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the district, the parent, and relevant members of the student's IEP team, as determined by the parent and the district, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- (1) Whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- (2) Whether the conduct in question was the direct result of the district's failure to implement the IEP.
The conduct must be determined to be a manifestation of the student's disability if the district, the parent, and relevant members of the student's IEP team determine that a condition in either subdivision (1) or (2) of this section was met.

If the district, the parent, and relevant members of the student's IEP team determine that the condition described in subdivision (2) of this section was met, the district shall take immediate steps to remedy those deficiencies.

Students under the age of 18 can be issued a citation for truancy and will have to appear in court. Prior to issuing a citation the parents are informed by the school office. Administration will meet with the student and parents when possible to inform them of the consequences of truancy and discuss ideas to improve attendance. The Huron School District with regards to truancy concerns of students on Individual Education Plans (IEP) or 504 Accommodation Plans will address absences and tardies with the student's team before truancy is referred to State's Attorney.

Determination of setting; 300.531; ARSD 24:05:26:09.2

The student's IEP team shall determine the interim alternative educational setting in which a student is placed under §§ 24:05:26:08.01, 24:05:26:02.01, and 24:05:26:09.05.

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

The parent of a child with a disability who disagrees with any decision regarding:

1. Placement under these procedures, or
2. The manifestation determination may request a hearing by filing a due process complaint consistent with this document.

The district that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or others may request a hearing by filing a due process complaint consistent with this document.

- Placement during appeals; 300.533; ARSD 24:05:26:09.06

A removal of a child with a disability from the child's current educational placement is a change of placement if:

1. The removal is for more than 10 school days in a row; or
2. The child has been subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than 10 school days in a school year;
 - b. The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 - c. Of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

The Huron School District determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

A student who has not been determined to be eligible for special education and related services under this article and who has engaged in behavior that violated any rule or code of conduct of the school district, including any behavior described in this chapter, may assert any of the protections provided for in this article if the school district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred. A school district is deemed to have knowledge that a student is a student with a disability if:

1. The parent of the student has expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services;
2. The parent of the student has requested an evaluation of the student pursuant to this article; or
3. The teacher of the student, or other personnel of the district or other public agency has expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of the district or to other supervisory personnel of the district.

The Huron School District is not deemed to have knowledge that the student is a student with a disability under this section, if the parent of the student has not allowed an evaluation of the student pursuant to this article, or has refused services under this article, or the district conducted an evaluation consistent with this article and determined that the student was not a student with a disability.

If the Huron School District does not have knowledge that a student is a student with a disability before taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as measures applied to students without disabilities who engaged in comparable behaviors consistent with this chapter.

If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures under this chapter, the evaluation must be conducted in a timely manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability taking into consideration information from the evaluation conducted by the district and information provided by the parents, the district shall provide special education and related services in accordance with the provisions of this article including the discipline procedures and free appropriate public education requirements.

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

The district reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to which it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

For purposes of removal of a student with a disability from the student's current educational placement under this chapter, a change of placement occurs if:

1. The removal is for more than ten consecutive school days; or

2. The student is subjected to a series of removals that constitute a pattern because:
 - a. They cumulate to more than ten school days in a school year;
 - b. Of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another; and
 - c. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals.

The Huron School District determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceeding

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

Huron School District Referral, Evaluation, Consent, Eligibility, and Placement Procedures.

The Huron School District has established and implements procedures for the referral, evaluation, consent and placement of children with disabilities.

Referrals for evaluation for public and private schools, including religious schools, school-age children shall be directed to the building principal of the child's home attendance center.

A. Huron School District Procedures for Completing and Routing Referrals for Evaluation

School personnel referring children for evaluation shall:

1. Review the child's records and consult with appropriate staff (case study) to collect pertinent information
2. Confer with the principal/designee
3. Complete accurately and in detail all sections of the referral form and forward it to the building principal
4. Discuss the reasons for referral
5. Discuss areas that need to be assessed

Parent(s)/guardian(s) of children who initiate referrals shall be offered assistance by the principal/designee in completing the referral form. Upon receipt of a referral form, the principal/designee shall:

1. Review the referral and make a determination to:
 - Notify parents(s)/guardian(s) to arrange for informed parental consent and confer on which areas to be assessed for initial evaluation.
 - If the child is currently on an IEP, hold a committee meeting to determine if additional evaluation is needed.
 - Referrals for 3-21 age students submitted late in the school year or in the summer will be acted upon when school resumes.
2. If a child's parent(s)/guardian(s) and school official disagree at any time during the referral for evaluation/assessment process, procedures outlined in the Procedural Safeguard section of this plan will be followed.
3. If a child's parent(s)/guardian(s) consent to the evaluation/assessment, the principal/designee shall:
 - Secure qualified evaluators to conduct the evaluation/assessment
 - Place a copy of the referral and consent for evaluation forms in the child's cumulative file.

The Huron School District will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311:

B. Huron School District procedures after Referral

Upon receiving a referral the committee shall conduct an informal review or may proceed with the evaluation process within 25 school days of receipt of parent permission to evaluate. An informal review includes a conference, if appropriate and necessary, either in person or by telephone, with the person making the referral and a review of the student's school record.

C. Huron School District procedures after Informal Review

If after an informal review arising from a parental referral, the committee determines that no evaluation is necessary, the committee will inform the parents of the decision and the reasons for the decision. The committee shall also inform the parents of their due process rights. If after informal review, the district determines that further evaluation is necessary, a multi-disciplinary evaluation will be requested with the consent of the parents.

D. Huron School District Documentation of Referral if not evaluated

All referrals of students that do not result in evaluation will be documented by the committee and placed in the student's cumulative file. Documentation shall consist of a short written summary statement attached to the referral form citing the reasons why the child was not evaluated. These files are housed in the principal's office. The principal is responsible for their maintenance.

E. Huron School District Evaluation, Consent, and Placement Procedures.

Huron School District procedures address the following:

- a. Nondiscriminatory practices. Assessments and other evaluation materials used for the purpose of evaluation and placement of children with disabilities must be selected and administered so as not be racially or culturally discriminatory.
- b. Parental consent for initial evaluation. Any school district proposing to conduct an initial evaluation to determine whether a child qualifies as a child with a disability shall, after providing notice consistent with district policies and procedures for procedural safeguards, obtain informed consent from the parent of the child before conducting the evaluation.

* Parental consent for initial evaluation may not be construed as consent for initial provision of special education and related services.

* The school district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability. To meet the reasonable efforts requirement in this section, the district shall document its attempts to obtain parental consent using procedures such as detailed records and dates of telephone calls, correspondence, and home or place of employment visits.

F. The term consent means:

- (1) The parent has been fully informed of all information relevant to the activity for which consent is sought, in the parent's native language, or other mode of communication;
- (2) The parent understands and agrees in writing to the carrying out of the activity for which the parent's consent is sought, and the consent describes that activity and lists the records, if any, that will be released and to whom;
- (3) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time;
- (4) If the parent revokes consent, that revocation is not retroactive, it does not negate an action that has occurred after the consent was given and before the consent was revoked; and
- (5) If the parent revokes consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the local education agency is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

G. Consent for ward of the state. For initial evaluations only, if the child is a ward of the state and is not residing with the child's parent, the school district is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if:

- (1) Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent of the child;
- (2) The rights of the parents of the child have been terminated in accordance with state law; or
- (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

To meet the reasonable efforts requirement in this section, the Huron School District shall document its attempts to obtain parental consent using procedures such as detailed records and dates of telephone calls, correspondence, and home or place of employment visits.

H. Use of procedural safeguards to obtain parental consent. If the parent of a child enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation under this section, or the parent fails to respond to a request to provide consent, the district may, but is not required to, pursue the initial evaluation of the child by using the procedural safeguards in article 24:05, including the mediation procedures or the due process procedures, if appropriate, except to the extent inconsistent with state law relating to such parental consent.

The Huron School District does not violate its obligation under child find in article 24:05 and the requirements in this chapter regarding parental consent, evaluation, and reevaluation if the district declines to pursue the evaluation.

I. Other consent requirements include the following:

- (1) Parental consent is not required before:
 - (a) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (b) Administering a test or other evaluation that is administered to all children unless, before administration of the that test or evaluation, consent is required of parents of all children;
- (2) Huron School District will not use a parent's refusal to consent to one service or activity under this section to deny the parent or child any other service, benefit, or activity of the school district, except as required by article 24:05;
- (3) If a parent of a child who is receiving alternative instruction under SDCL 13-27-3 or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or if the parent fails to respond to a request to provide consent, the school district may not use the consent override procedures described in district policies for procedural safeguards, including mediation and due process hearing procedures. The school district is not required to consider the child as eligible for services under district policy for children voluntarily enrolled in nonpublic schools.

J. Huron School District Pre-placement evaluation procedures. Before any action is taken concerning the initial placement of a child with disabilities in a special education program, a full and individual initial evaluation of the child's educational needs must be conducted in accordance with the requirements of this chapter. Initial evaluations must be completed within 25 school days after receipt by the district of signed parent consent to evaluate unless the school and the parents agree to other timelines.

Written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed with 30 days from the end of the 25 school day evaluation timeline. If another timeline for completing the evaluation process is agreed to by the parent and school administration, the written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed within 30 days from the end of agreed upon evaluation timeline.

Consistent with the consent requirements in this section, either a parent of a child or a school district may initiate a request for an initial evaluation to determine whether the child is a child with a disability.

K. Evaluation defined. Evaluation means the procedures used in accordance with district policies to determine whether a child is a child with a disability and to determine the nature and extent of the special education and related services that the child needs.

Exception to initial evaluation timeline. The timeline for conducting initial evaluations does not apply to a school district if:

- (1) The parent of a child repeatedly fails or refuses to produce the child for the evaluation; or
- (2) A child enrolls in a school of another school district after the relevant timeline for conducting an initial evaluation has begun, and before a determination by the child's previous school district as to whether the child is a child with a disability.

The exception in this section applies only if the subsequent school district is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent school district agree to a specific time when the evaluation will be completed.

- Screening for instructional purposes. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services.
- Evaluation procedures -- Notice. The school district shall provide notice to the parents of a child with a disability, in accordance with article 24:05, that describes any evaluation procedures the district proposes to conduct.
- Evaluation procedures -- General. School districts shall ensure, at a minimum, that evaluation procedures include the following:
 - (1) Assessments and other evaluation materials are provided and administered in the child's native language or by another mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer. In addition, assessments and other evaluation materials:
 - (a) Are used for the purposes for which the assessments or measures are valid and reliable; and
 - (b) Are administered by trained and knowledgeable personnel in conformance with the instructions provided by their producer;
 - (2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;
 - (3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment accurately reflects the child's aptitude or achievement level or whatever other factors the assessment purports to measure, rather than the child's impaired sensory, manual, or speaking skills except where those skills are the factors which the assessment purports to measure;
 - (4) No single measure or assessment is used as the sole criterion for determining eligibility or an appropriate educational program for a child;
 - (5) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the child, including information provided by the parents that may assist in determining:
 - (a) Whether the child is a child with a disability; and
 - (b) The content of the child's IEP, including information related to enabling the child:
 - (i) To be involved in and progress in the general education curriculum; or
 - (ii) For a preschool child, to participate in appropriate activities;
 - (6) Technically sound instruments, assessment tools, and strategies are used that:

- (a) May assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and
- (b) Provide relevant information that directly assists persons in determining the educational needs of the child;

(7) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities and

(8) The evaluation is sufficiently comprehensive to identify all of the child's special education and related service needs, whether or not commonly linked to the disability category in which the child has been classified.

(9) Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with district policies and procedures for evaluation, to ensure prompt completion of full evaluations.

L. Braille assessment factors. The following age-appropriate factors must be considered when conducting a reading and writing assessment of the student to determine whether or not braille instruction must begin or continue:

- Reading readiness;
- Functional reading skills including reading level, print size, reading rate, comprehension, and stamina;
- Functional writing skills;
- Prognosis of eye condition for change in visual status;
- Functional communication skills and primary language of communication;
- Functional visual abilities; and
- Tactile discrimination.

M. Determination of needed evaluation data. As part of an initial evaluation, if appropriate, and as part of any reevaluation, the individual education program team required by district policy and other qualified professionals, as appropriate, with knowledge and skills necessary to interpret evaluation data, shall:

- (1) Review existing evaluation data on the child, including:
 - (a) Evaluations and information provided by the parents of the child;
 - (b) Current classroom-based local or state assessments and observations; and
 - (c) Observations by teachers and related services providers; and
- (2) Based on the above review and input from the student's parents, identify what additional data, if any, are needed to determine:
 - (a) Whether the student has a particular category of disability as described in article 24:05;
 - (b) The present levels of academic achievement and related developmental needs of the student; and
 - (c) Whether the student needs special education and related services.

The school district shall administer assessments and any other evaluation materials as may be needed to produce the data required to make the determinations listed in subdivision (2) of this section. If no additional data are needed to make the determinations in subdivision (2) of this section, the school district shall notify the student's parents of this fact and the reasons for this decision. The group described in this section may conduct its review without a meeting.

N. Determination of eligibility procedures. Upon completing the administration of assessments and other evaluation measures as required by this chapter, the individual education program team and other qualified individuals required by district policy shall determine whether the student is a student with a disability, and shall determine the educational needs of the child, as defined in article 24:05. The Huron School District shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent. A student may not be determined to be a student with a disability if the determinant factor for that decision is lack of appropriate instruction in reading, including the essential components of reading

instruction as defined in ESEA, or lack of appropriate instruction in math or limited English proficiency and if the student does not otherwise meet the eligibility criteria under district policy.

O. Eligibility and placement procedures. In interpreting evaluation data for the purpose of determining eligibility and determining the educational needs of the child in making placement decisions, including decisions regarding preschool children, each school district shall do the following:

1. Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior;
2. Ensure that information obtained from all of these sources is documented and carefully considered;
3. Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
4. Ensure that the placement decision is made in conformity with the least restrictive environment rules in district policy; and
5. Ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.

If a determination is made that a child is disabled and needs special education and related services, an individual education program must be developed for the child in accordance with least restrictive environment requirements.

P. Documentation of eligibility for specific learning disabilities. For a child suspected of having a specific learning disability, the documentation of the determination of eligibility shall contain a statement of:

1. Whether the child has a specific learning disability;
2. The basis for making the determination, including an assurance that the determination has been made in accordance with this section;
3. The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning;
4. The educationally relevant medical findings, if any;
5. Whether:
 - a. The child does not achieve adequately for the child's age or does not meet state-approved grade-level standards; and
 - b. The child does not make sufficient progress to meet age or state approved grade-level standards; or the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade level standards or intellectual development.
6. The determination of the group concerning the effects of a visual, hearing, or motor disability; cognitive disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child's achievement level;
7. If the child has participated in a process that assesses the child's response to scientific, research-based intervention:
 - a. The instructional strategies used and the student-centered data collected; and
 - b. The documentation that the child's parents were notified about:
 - (i) The state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - (ii) Strategies for increasing the child's rate of learning; and
 - (iii) The parent's right to request an evaluation;
8. If using the discrepancy model, the group finds that the child has a severe discrepancy of 1.5 standard deviations between achievement and intellectual ability in one or more of the eligibility areas, the group shall consider regression to the mean in determining the discrepancy; and

9. If using the response to intervention model for eligibility determination, the group shall demonstrate that the child's performance is below the mean relative to age or state approved grade level standards. The Huron School District does not use RTI at this time.

Group members to certify report in writing. Each group member shall certify in writing whether the report reflects his conclusion. If it does not reflect a group member's conclusion, the group member must submit a separate statement presenting his conclusions.

Huron School District Policy Statement

The Huron School District has established and implements procedures for referral, consent, evaluating or re-evaluating students suspected of having a disability and who may be in need of special education and related services, including nondiscriminatory practices, pre-placement evaluation, general evaluation procedures, re-evaluation, evaluation for specific learning disabilities, and short-term evaluation programs, by adopting the Administrative Rules of South Dakota.

Referral, Evaluation, Consent and Placement of Children with Disabilities.

1. HSD utilizes the referral document and informal review information to determine suspected areas of disability or reasons why an evaluation is not needed.
2. Based upon the skill areas affected, the eligibility guide will be used to determine category(s) of disability to be assessed.
3. Parents will be contacted to gain their input into the evaluation process and the areas to be assessed.
4. Parental Prior Notice/Consent Form will be completed and sent to parents.
5. Upon receipt of the signed **Parental Prior Notice/Consent Form**, the date that permission was received by the district will be documented on the form.
6. HSD will secure an evaluation team to conduct a comprehensive evaluation in all areas of suspected disability that matches with the types of evaluations checked on the **Parental Prior Notice/Consent Form**. In addition to completing evaluations that will help the team determine eligibility, they will also gather skills based assessment data and developmental information about the child relating to progress in the general curriculum.
7. Within **25 school days** of receipt of the signed **Parental Prior Notice/Consent Form**, the evaluation will be completed unless other timelines are agreed to.
8. Upon completion of all evaluations, the data will be analyzed compiled into a written report(s). The report(s) will be disseminated to team members prior to the meeting, which will be held within **30 calendar days** from the end of the allowable evaluation period.
9. The district and parents will decide upon a mutually agreeable meeting date. The district will mail to the parent a completed **Meeting Notice** informing them of the meeting date, time, place, persons invited to attend the meeting, and other required prior notice content information.
10. At the meeting, the team will review the evaluation report(s), determine eligibility for special education and special education and related services, and, if appropriate, develop an IEP and then determine placement in the appropriate least restrictive environment.
11. The Huron School District is responsible for making a free appropriate public education available to a student with a disability, and shall obtain informed consent from the parent of the student before initially providing special education and related services to the student. **Initial Consent for Services** is required before providing any services.
12. A **Parental Prior Written Notice** which meets the requirements of 24:05:30:05 must be given to the parents five days before the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child. The five-day notice requirement may be waived by parents.

The notice must include the following:

- (1) A description of the action proposed or refused by the district, an explanation of why the district proposes or

- refuses to take the action, and a description of any other options the IEP team considered and the reasons why those options were rejected;
- (2) A description of each evaluation procedure, assessment, record, or report that the district uses as a basis for the proposal or refusal;
 - (3) A description of any other factors which are relevant to the district's proposal or refusal;
 - (4) A statement that the parents of a child with a disability have protection under the procedural safeguards of this article and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
 - (5) Sources for parents to contact to obtain assistance in understanding the provisions of this article.

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The Huron School District will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626.

Huron School District Policy Statement:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

The Huron School District annually notifies parents of students currently in attendance at the agency or institution of their rights under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and this section. The notice informs the parent or eligible student that the parent or eligible student has a right to do the following:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. Consent to disclosure of personally identifiable information contained in the student's educational records, except to the extent that the Act and the regulations in this section authorize disclosure without consent;
4. File with the U.S. department of education a complaint concerning alleged failures by the agency or institution to comply with the requirements of the Act and this section;

The notice shall also include the procedures for exercising the right to inspect and review education records, the procedures for requesting the amendment of records and, if the educational agency or institution has a policy of disclosing education records, a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

The Huron School District will provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English, and parents or eligible students who are disabled.

- Access rights; 300.613; ARSD 24:05:29:04

The Huron School District permits parents to inspect and review any education records relating to their student, which are collected, maintained, or used by the agency under this section. The Huron School District shall comply with a request without unnecessary delay and before any meeting regarding an individual education program or hearing relating to the identification, evaluation, or placement of the student, or discipline hearing or resolution session and in no case more than 45 calendar days after the request has been made. The right to inspect and review education records under this section includes the following:

1. The right to response from the district to reasonable requests for explanations and interpretations of the records;
2. The right to request that the district provide copies of the records containing the information if failure to provide these copies would effectively prevent the parent from exercising the right to inspect and review the records; and
3. The right to have a representative of the parent inspect and review the records. The district may presume that the parent has authority to inspect and review records relating to his child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce, or custody.

- Record of access; 300.614; ARSD 24:05:29:05

The Huron School District shall keep a record of parties obtaining access to education records collected, maintained, or used under this section, except access by parents and authorized employees of the district, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. A parent or eligible student may inspect this record on request.

- Records on more than one child; 300.615; ARSD 24:05:29:06

If any Huron School District education record includes information on more than one child, the parents of those children may inspect and review only the information relating to their child or to be informed of that specific information.

- List of types and locations of information; 300.616; ARSD 24:05:29:07

The Huron School District shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the district.

- Fees for copies of records; 300.617; ARSD 24:05:29:08

The Huron School District may charge a fee for copies of records, which are made for parents under this section if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The district may not charge a fee to search for or retrieve information under this section.

- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09

A parent who believes that information in education records collected, maintained, or used under these rules is inaccurate or misleading or violates the privacy or other rights of the student may request the Huron School District to amend the information.

The Huron School District shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request. If the district decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

The Huron School District shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

At a minimum, the district's hearing procedures must include the following elements:

- a. The hearing must be held within 30 days after the district received the request, and the parent of the student or eligible student shall be given notice of the date, place, and time 5 days in advance of the hearing;
- b. The hearing may be conducted by any party, including an official of the district, who does not have a direct interest in the outcome of the hearing;
- c. The parent of the student or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or be represented by individuals of his choice at his own expense, including an attorney;
- d. The district shall make its decision in writing within 30 days after the conclusion of the hearing; and
- e. The decision of the district shall be based solely upon the evidence presented at the hearing and shall include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the Huron School District decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the information accordingly and inform the parents in writing.

If, as a result of the hearing, the Huron School District decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parents of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the district.

Any explanation placed in the records of the student under this section must be maintained by the Huron School District as part of the records of the student as long as the district maintains the record or contested portion. If the records of the student or the contested portion are disclosed by the district to any party, the explanation must also be disclosed to the party.

- Parental consent for the release of records; 300.622; ARSD 24:05:29:13

Parental consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies collecting or using the information under article 24:05 or used for any purpose other than meeting a requirement under this chapter, unless the information is contained in education records and the disclosure is authorized without parental consent under FERPA. The district may not release information from education records to participating agencies without parental consent except as follows:

- (1) An educational agency or institution may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in subdivision of this section; and
- (2) An educational agency or institution that discloses the education records of a student pursuant to subdivision (1) of this section shall make a reasonable attempt to notify the parent of the student or the eligible student at the last known address of the parent or eligible student, unless the disclosure is initiated by the parent or eligible student.

If the agency or institution includes in its annual notice of parent's rights that it is the policy of the public agency to forward education records on request to a school in which a student seeks or intends to enroll, then the public agency does not have to provide any further notice of the transfer of records.

Notwithstanding the FERPA exceptions for releasing information from education records without parental consent, including the annual notice provision, if a student is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

An educational agency receiving personally identifiable information from another educational agency or institution may make further disclosures of the information on behalf of the educational agency without the prior written consent of the parent or eligible student if the conditions of subdivisions (1) and (2) of this section are met and if the educational agency informs the party to whom disclosure is made of these requirements.

- Safeguarding of records; 300.623; ARSD 24:05:29:14

The Huron School District shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. One official in the district shall assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the provisions of this section concerning personally identifiable information. The district shall maintain for public inspection a current listing of the names and positions of those employees within the district who may have access to personally identifiable information on student in need of special education or special education and related services.

- Destruction of information; 300.624; ARSD 24:05:29:15

The Huron School District shall inform parents when personally identifiable information collected, maintained, or used under this section is no longer needed to provide educational services to the student. The information no longer needed must be destroyed at the request of the parents. However, a permanent record of the student's name, address, and phone number, the student's grades, attendance record, classes attended, and grade level completed may be maintained without time limit.

- Children’s rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

All of the parental rights in this section are extended to the child upon reaching the age of 18 unless the child has been declared incompetent by the courts, consistent with the transfer of student rights at age of majority, including taking into consideration the type or severity of a child’s disability.

- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17

The department of education, special education programs, is the entity responsible for ensuring the district complies with the requirements on confidentiality of information through on-site monitoring, approval of comprehensive plans, and complaint resolution. Sanctions for noncompliance include the disapproval of local special education programs and the withholding of state and federal funds.

- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The Huron School District shall cooperate in the U.S. Secretary of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the states, health and educational information regarding those children.

SECTION IX: Transition from Part C to Part B, 34 C.F.R. § 300.124; ARSD 24:05:27:21

The Huron School District will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

The State Part C coordinator contacts the district to alert them of the child turning 3. Several months before a B-3 child turns 3, the district will initiate evaluation procedures to determine potential eligibility for Part B and they will hold an eligibility meeting at least 90 days, but not more than 9 months prior to the child turning 3. This evaluation planning includes contact and input from the child’s family. When the child turns 3, the district will begin monitoring progress through quarterly progress notes.

Huron School District Policy Statement:

The Huron School District will work closely with the local (Birth to Three) service coordinator for the service area to ensure a smooth transition of children participating in the early intervention program under Part C of the IDEA who are eligible for participating in individualized preschool programs under Part B of IDEA. The following steps will occur.

1. At least 90 days prior to the child’s third birthday, the district will meet with the local service coordinator and the child’s family to discuss and begin necessary steps in the transition plan. Note: In most cases the local service coordinator will make arrangements for this meeting, however, if not, the district will make the necessary arrangements.
2. The district will provide the family with information on the eligibility and evaluation requirements under Part B of IDEA, including the parents’ and district’s rights regarding procedural safeguards.
3. In addition, the district will review with the family a child’s program options, for the period commencing on the day a child turns three and through the remainder of the school year regarding transition planning, including development of an individual education program.
4. All requirements under IDEA 2004 will be implemented in the process for determining eligibility for a child moving from the Part C program to the Part B program.

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32

The Huron School District ensures compliance with 34 CFR 300.129 through 300.148, governing private school placements within the boundaries of the district. Through consultation with private school representatives, the district ensures that it will locate, identify and evaluate all children with disabilities who are enrolled by their parents in a private school within the district's boundaries. For eligible students with disabilities enrolled in private schools by their parents, a service plan may be developed in accordance with 300.132, up to the proportionate dollar value, and records maintained documenting the number of students evaluated and served in these settings.

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01

The district understands that parentally-placed private school children with disabilities are defined as children with disabilities whose parents have unilaterally enrolled them in private schools (including religious schools) that meet the state definition of elementary or secondary schools.

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

Each school district in which private, including religious, elementary schools and secondary schools are located shall, in carrying out the child find requirements in this section, include parentally-placed private school children who reside in a state other than the state in which the private schools that they attend are located.

Each school district shall maintain in its records, and provide to the department, the following information related to parentally-placed private school children covered under this chapter: the number of children evaluated; the number of children determined to be children with disabilities; and the number of children served.

- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02

To meet the requirements of this chapter, each school district must spend the following amounts on providing special education and related services including direct services to parentally placed private school children with disabilities:

(1) For children aged 3 to 21, inclusive, an amount that is the same proportion of the school district's total subgrant under Part B of the Individuals with Disabilities Education Act as the number of private school children with disabilities aged 3 to 21, inclusive, who are enrolled by their parents in private, including religious, elementary schools and secondary schools located in the school district served by the district is to the total number of children with disabilities in its jurisdiction aged 3 to 21, inclusive; and

(2) For children aged 3 to 5, inclusive, an amount that is the same proportion of the school district's total subgrant under Section 619, Preschool, of the Individuals with Disabilities Education Act as the number of private school children with disabilities aged 3 to 5, inclusive, who are enrolled by their parents in private, including religious, elementary schools located in the school district served by the district is to the total number of children with disabilities in its jurisdiction aged 3 to 5, inclusive.

If a district has not expended for equitable services all of the funds described in this section by the end of the fiscal year for which Congress appropriated the funds, the district shall obligate the remaining funds for special education and related services, including direct services, to parentally-placed private school children with disabilities during a carry-over period of one additional year.

In calculating the proportionate amount of federal funds to be provided for parentally-placed private school children with disabilities, the district, after timely and meaningful consultation with representative of private schools, shall conduct a thorough and complete child find process to determine the number of parentally-placed children with disabilities attending private schools located in the district.

State and local funds may supplement and in no case supplant the proportionate amount of federal funds required to be expended for parentally placed private school children with disabilities under this chapter.

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05

When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, the district will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities.

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

Following the consultation, the school district will seek to acquire written affirmation by private school officials of the meaningful consultation that took place. If the private school does not provide written affirmation, the school district will forward documentation of the consultation process to the department.

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

The district understands that private school officials have the right to submit a state complaint about consultation or other related matters. If this occurs, the school district will forward its relevant documentation to the department.

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

The district determines the services for parentally placed private school students with disabilities through the general process agreed through consultation with the private school officials and representative parents. Then specific services are written through the services plan created for each child.

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

The district agrees to provide the same quality of personnel and services for private school students as would have been provided for public school students. Additionally, the services, material, and equipment must be secular, neutral, and non-ideological. However, the amount of services may be less than what would have been received had the student been enrolled in the public school district.

No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school. Decisions about the services that will be provided to eligible private school children with disabilities under this chapter must be made in accordance with district policies and procedures for written affirmation and service plans. The school district shall make the final decisions with respect to the services to be provided to eligible parentally placed private school children.

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

Location of services and transportation. Services provided to eligible parentally placed private school children may be provided on the premises of a child's private school, including a religious school, to the extent consistent with state law. Services for High School students will be provided at the Huron High School. If necessary for the child to benefit from or participate in the services provided under this chapter, a private school child with a disability must be provided transportation:

- (1) From the child's school or the child's home to a site other than the private school; and
- (2) From the service site to the private school, or to the child's home, depending on the timing of the services.

Districts are not required to provide transportation from the child's home to the private school. The cost of transportation described in this section may be included in calculating whether the district has met the requirement of this chapter.

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

The district understands that even though due process complaints and hearings would not occur related to the provision of special education services for parentally placed private school students with disabilities, they could occur related to Child Find.

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

The district understands that it may use funds to make personnel available for the provision of special education and related services in private schools.

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

The district understands that it is not allowed to use the funds to create separate classes to segregate children with disabilities separately.

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

The district understands that it is still responsible to account for property, equipment, and supplies placed in private schools for parentally placed private school students with disabilities. Such inventory will be removed from the private school when it is no longer needed there.

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

The district understands that it is still responsible for Child Find for students placed in private schools by public agencies, but the state is responsible for the costs of special education and related services.

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

The district understands that if a student with a disability is placed in a private school because the school district could not provide FAPE, then the school district may be responsible for the costs of the education.

Huron School District Policy Statement

The Huron School District has established and implements procedures for the placement of children with disabilities in private schools, including out-of-state placements, by adopting the Administrative Rules of South Dakota.

Voluntary Enrollment in Nonpublic Schools

Each school district shall establish and implement procedures for the provision of special education and related services to eligible children voluntarily enrolled in nonpublic schools.

1. Child Find. Each district shall establish a child find process to locate, identify, and evaluate all private school children with disabilities, including religious elementary and secondary school children and children receiving alternative instruction under SDCL 13-27-3 in schools located in the school district served by the district. The activities undertaken to carry out the responsibility for private school children with disabilities must be similar to activities undertaken for children with disabilities in public schools. The Child Find process shall be designed to ensure:

- (1) The equitable participation of parentally-placed private school children; and
- (2) An accurate count of those children.

The child find process shall be completed in a time period comparable to that for students attending public schools in the district consistent with article 24:05.

Each school district in which private, including religious, elementary schools and secondary schools are located shall, in carrying out the child find requirements in this section, include parentally-placed private school children who reside in a state other than the state in which the private schools that they attend are located.

Each school district shall maintain in its records, and provide to the department, the following information related to parentally-placed private school children covered under this chapter: the number of children evaluated; the number of children determined to be children with disabilities; and the number of children served.

2. Expenditures. To meet the requirements of this chapter, each school district must spend the following amounts on providing special education and related services including direct services to parentally placed private school children with disabilities:

(1) For children aged 3 to 21, inclusive, an amount that is the same proportion of the school district's total subgrant under Part B of the Individuals with Disabilities Education Act as the number of private school children with disabilities aged 3 to 21, inclusive, who are enrolled by their parents in private, including religious, elementary schools and secondary schools located in the school district served by the district is to the total number of children with disabilities in its jurisdiction aged 3 to 21, inclusive; and

(2) For children aged 3 to 5, inclusive, an amount that is the same proportion of the school district's total subgrant under Section 619, Preschool, of the Individuals with Disabilities Education Act as the number of private school children with disabilities aged 3 to 5, inclusive, who are enrolled by their parents in private, including religious, elementary schools located in the school district served by the district is to the total number of children with disabilities in its jurisdiction aged 3 to 5, inclusive.

If a district has not expended for equitable services all of the funds described in this section by the end of the fiscal year for which Congress appropriated the funds, the district shall obligate the remaining funds for special education and related services, including direct services, to parentally-placed private school children with disabilities during a carry-over period of one additional year.

In calculating the proportionate amount of federal funds to be provided for parentally-placed private school children with disabilities, the district, after timely and meaningful consultation with representative of private schools, shall conduct a thorough and complete child find process to determine the number of parentally-placed children with disabilities attending private schools located in the district.

State and local funds may supplement and in no case supplant the proportionate amount of federal funds required to be expended for parentally placed private school children with disabilities under this chapter.

3. Child Count. Each school district shall:

(1) After timely and meaningful consultation with representatives of parentally-placed private school children, determine the number of eligible children attending private schools located in the district; and

(2) Ensure that the count is conducted on any date between October 1 and December 1, inclusive, of each year.

The child count must be used to determine the amount that the school district must spend on providing special education and related services to private school children with disabilities in the next subsequent fiscal year. Expenditures for child find activities described in this chapter, including individual evaluations, may not be considered in determining whether the school district or other public agency has met the requirements of this chapter. State and local educational agencies are not prohibited from providing services to private school children with disabilities in excess of those required by this section consistent with state law or local policy.

4. No individual right to special education and related services. No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school. Decisions about the services that will be provided to eligible private school children with disabilities under this chapter must be made in accordance with district policies and procedures for written affirmation and service plans. The school district shall make the final decisions with respect to the services to be provided to eligible parentally placed private school children.

5. Consultation. To ensure timely and meaningful consultation, a school district, or, of appropriate, the department shall consult with private school representatives and representatives of parents of parentally-placed private school children with

disabilities during the design and development of special education and related services for the children regarding the following:

- (1) The child find process, including:
 - (a) How parentally-placed private school children suspected of having a disability can participate equitably; and
 - (b) How parents, teachers, and private school officials will be informed of the process;
- (2) The determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities under this chapter, including the determination of how the proportionate share of those funds was calculated;
- (3) The consultation process among the district, private school officials, and representatives of parents of parentally placed private school children with disabilities, including how the process will operate throughout the school year to ensure that parentally placed children with disabilities identified through the child find process can meaningfully participate in special education and related services;
- (4) How, where, and by whom special education and related services will be provided for parentally placed private school children with disabilities, including a discussion of:
 - (a) The types of services, including direct services and alternate service delivery mechanisms;
 - (b) How special education and related services will be apportioned if funds are sufficient to serve all parentally placed private school children; and
 - (c) How and when those decisions will be made; and
- (5) How, if the district disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services directly or through a contract.

6. Written affirmation. When timely and meaningful consultation, as required by this chapter, has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools.

If the representatives do not provide the affirmation within a reasonable period of time, the district shall forward the documentation of the consultation process to the department.

7. Compliance. A private school official has the right to submit a complaint to the department that the school district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official.

If the private school official wishes to submit a complaint by the district with the applicable private school provisions in this chapter. The district shall forward the appropriate documentation regarding its consultation process to the department.

If the private school official is dissatisfied with the decision of the department, the official may submit a complaint to the U. S. secretary of education by providing the information on noncompliance described in this section. The department shall forward the appropriate documentation regarding the state's decision on the complaint to the U.S. secretary of education.

8. Services plan. If a child with a disability is enrolled in a religious or other private school, by the child's parent, and will receive special education or related services from district, the district shall:

- (1) Initiate and conduct meetings to develop, review, and revise a services plan for the child, in accordance with this chapter; and
- (2) Ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.

9. Services provided. The services provided to parentally-placed private school children with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities are not required to meet the highly qualified special education teacher requirements of article 24:05. Private school children with disabilities may receive a different amount of services than children with disabilities in public schools. No private school child with a disability is entitled to any service or to any amount of a service the child would receive if enrolled in a public school. Each private school child with a disability who has been designated to receive services under this chapter, must have a services plan that describes the specific special education and related services that the district will provide to the child in light of the services that the district has determined, through the process described in this chapter, it will make available to private school children with disabilities. The services plan must to the extent appropriate:

- (1) Meet the IEP content requirements with respect to the services provided; and
- (2) Be developed, reviewed, and revised consistent with the IEP provisions in article 24:05.

The provision of services pursuant to this chapter shall be provided by employees of a school district, or through contract by the school district with an individual, association, agency, organization, or other entity.

Special education and related services provided to parentally placed private school children with disabilities, including materials and equipment, shall be secular, neutral, and non-ideological.

10. Location of services and transportation. Services provided to eligible parentally placed private school children may be provided on the premises of a child's private school, including a religious school, to the extent consistent with state law. High School aged students will be provided services at Huron High School. If necessary for the child to benefit from or participate in the services provided under this chapter, a private school child with a disability must be provided transportation:

- (1) From the child's school or the child's home to a site other than the private school; and
- (2) From the service site to the private school, or to the child's home, depending on the timing of the services.

Districts are not required to provide transportation from the child's home to the private school. The cost of transportation described in this section may be included in calculating whether the district has met the requirement of this chapter.

11. Complaints. The due process hearing and mediation procedures in the chapter on procedural safeguards do not apply to complaints that a school district has failed to meet the requirements of this chapter, including the provision of services indicated on the child's service plan. The due process hearing and mediation procedures in district policies and procedures apply to complaints that the district has failed to meet the child find requirements in this chapter, including the parent consent and evaluation requirements in this article. Any due process complaint regarding the child find requirements shall be filed with the school district in which the private school is located and a copy shall be forwarded to the department. Complaints that the department or a school district has failed to meet the requirements of this chapter may be filed under department procedures consistent with the procedures in this chapter.

12. Proscribed use of funds. A school district may not use section 619 Preschool or Part B funds for classes that are organized separately on the basis of school enrollment or religion of the students if the classes are at the same site and the classes include students enrolled in public schools and students enrolled in private schools.

13. Proscribed use of funds for benefit of private school. A school district may not use Section 619 Preschool or Part B funds to finance the existing level of instruction in a private school or to otherwise benefit the private school.

The school district shall use funds provided under Part B of the Individuals with Disabilities Education Act to meet the special education and related services needs of students enrolled in private schools, but not for:

- (1.) The needs of a private school; or
- (2.) The general needs of the students enrolled in the private school.

14. Personnel use authorized. A school district may use Section 619 Preschool and Part B funds make public personnel available in other than public facilities to the extent necessary to provide services designed for students enrolled in a private school if those services are not normally provided by the private school.

15. Use of private school employees authorized. A school district may use Section 619 Preschool or Part B funds to pay for the services of an employee of a private school if the employee performs the services outside of his regular hours of duty and the employee performs the services under public supervision and control.

16. School district to maintain control of property, equipment and supplies. A school district shall control and administer the funds used to provide special education and related services under this chapter, and hold title to and administer materials, equipment, and property purchased with those funds for the uses and purposes provided in Part B of the IDEA.

The school district may place equipment and supplies in a private school for the period of time needed for the Part B program.

The school district shall ensure that the equipment or supplies placed in a private school are used only for the purposes of the program and can be removed from the private school without remodeling the private school facilities.

17. Equipment and supplies to be removed from private schools upon cessation of need.

The school district shall remove equipment and supplies from a private school if the equipment and supplies are no longer needed for the purposes of the program authorized under Part B of the IDEA or if removal is necessary to avoid unauthorized use of the equipment or supplies for other than Part B program purposes.

18. Use of program funds for repairs, minor remodeling, or private construction proscribed. A school district shall ensure that Section 619 Preschool or Part B funds are not used for repairs, minor remodeling, or construction of private school facilities.

Huron School District Policy Statement

The District shall provide students enrolled in private schools with a genuine opportunity for equitable participation in accordance with the requirements in this section and the Individuals with Disabilities Education Act, Part B.

Responsibility of the Division. The Division is responsible for ensuring the participation of eligible private school children in the program assisted or carried out under these rules by providing them with special education and related services.

The Division shall ensure that a services plan is developed and implemented for each private school child with a disability who has been designated to receive special education and related services under this chapter.

Huron School District Procedures

1. The Huron School District will locate, identify, and evaluate all private school children with disabilities, including religious-school children, and children receiving alternative instruction under SDCL 13-37-1.1 residing in the jurisdiction of the district. The activities undertaken to carry out this responsibility for private school children with disabilities must be comparable to activities undertaken for children with disabilities in public schools.
2. The Huron School District will consult with appropriate representatives of private school children with disabilities.
3. The Huron School District will ensure that a service plan is developed and implemented for each private school child with a disability who has been designated to receive special education and related services.
4. The Huron School District will consult with representatives of private school children in deciding how to conduct the annual count of the number of private school children with disabilities.
5. The child count must be used to determine the amount that the district must spend on providing special education and related services to private school children with disabilities in the next subsequent fiscal year.

6. The Huron School District will consult with representatives of private school children with disabilities in light of the funding, the number of private school children with disabilities, the needs of private school children with disabilities and their location decide –
 - a. Which children will receive services
 - b. What services will be provided
 - c. How and where the services will be provided (High School aged students will be provided services at Huron High School), transportation; and
 - d. How the services provided will be evaluated.
7. If federal funds are received, the services provided to private school children with disabilities must be provided by personnel meeting the same standards as personnel providing services in public schools.
8. Private school children with disabilities may receive a different amount of services than children with disabilities in public schools.
9. No private school child with a disability is entitled to any service or to any amount of service the child would receive if enrolled in a public school.

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The Huron School District will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

The district shall establish, maintain, and implement procedural safeguards which meet the requirements of the chapter ARSD 24:05:30.

- State complaint procedures; 300.151-153; ARSD 24:05:15

A complaint is a written signed statement by an individual or organization, including an individual or organization from another state, containing a statement that the department of education or a school district has violated a requirement of federal or state statutes, rules, or regulations that apply to a program and a statement of the facts on which the complaint is based. The complaint must allege a violation that occurred not more than one year before the date the complaint is received by the department. The written signed statement shall also include:

- (1) The signature and contact information for the complainant; and
- (2) If alleging violations with respect to a specific child:
 - a. The name and address of the residence of the child;
 - b. The name of the school the child is attending;
 - c. In the case of a homeless child or youth, available contact information for the child and the name of the school the child is attending;
 - d. A description of the nature of the problem of the child, including facts related to the problem; and
 - e. A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed.

An organization or individual may file a written, signed complaint with the state director of special education. The party filing the complaint shall forward a copy of the complaint to the school district serving the child at the same time the party files the complaint with the department.

If the complaint is against a school district, the following steps shall be taken:

- (1) The state director of special education shall appoint a complaint investigation coordinator from the department's special education programs. The coordinator and any consultants may conduct an independent on-site investigation if it determines that one is necessary;
- (2) The complainant may submit additional information, either orally or in writing, about the allegations in the complaint;

- (3) The school district may respond to the complaint, including, at a minimum:
 - (a) At the discretion of the school district, a proposal to resolve the complaint; and
 - (b) An opportunity for a parent who has filed a complaint and the school district to voluntarily engage in mediation consistent with this article;
- (4) The complaint coordinator and any consultants shall make a recommendation to the state director of special education;
- (5) After reviewing all relevant information, the state director of special education shall make an independent determination as to whether the complaint is valid, what corrective action is necessary to resolve the complaint, and the time limit during which corrective action is to be completed. The state director of special education shall submit a written report of the final decision to all parties involved;
- (6) The written report shall address each allegation in the complaint, contain findings of fact and conclusions, and include reasons for the final decision;
- (7) If the complaint is valid, the state director of special education shall find the school district out of compliance with federal and state statutes and rules;
- (8) If corrective action is not completed within the time limit set, including technical assistance and negotiations, the department shall withhold all federal funds applicable to the program until compliance with applicable federal and state statutes and rules is demonstrated by the school district;
- (9) When the school district demonstrates completion of required correction action, the department's Office of Finance and Management shall be notified by the state director of special education, and all moneys withheld shall be paid to the school district; and
- (10) Documentation supporting the corrective actions taken by a school district shall be maintained by the department's special education programs and incorporated into the state's monitoring process.

All complaints must be resolved within 60 days after receipt of the complaint by the state director of special education except as stated in this section. The time limit of 60 days may be extended only under exceptional circumstances as determined by the state director of special education, such as the need for additional time to provide necessary information. Under these circumstances, an extension of time may not exceed 30 days in any one instance.

In addition, the 60-day time limit may be extended, if the parent, individual, or organization and the school district involved in the complaint agree to engage in mediation in order to attempt to resolve the issues specified in the complaint.

The South Dakota Department of Education, Special Education Programs, shall inform parents and other interested individuals, including parent training centers, protection and advocacy agencies, independent living centers, and other appropriate entities about the state's complaint procedures by taking the following actions:

- (1) Conducting parent surveys through the state's monitoring process;
- (2) Providing copies of the state's procedures to parent and advocacy groups across the state;
- (3) Notifying local school districts through statewide memoranda;
- (4) Presenting state procedures at statewide conferences; and
- (5) Disseminating copies to parent training and information centers, independent living centers, protection and advocacy agencies, and other appropriate entities.

If a written complaint is received that is also the subject of a due process hearing under this article or contains multiple issues, of which one or more are part of that hearing, the department shall set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described in this chapter.

If an issue is raised in a complaint filed under this section that has previously been decided in a due process hearing involving the same parties the hearing decision is binding on that issue and the department shall inform the complainant to that effect. The department must resolve a complaint alleging a school district's failure to implement a due process decision.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The Huron School District ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

The Huron School District may use the Medicaid or other public benefits or insurance programs in which a student participates to provide or pay for services required under this article as permitted under the public benefits or insurance program, except as provided in this section. With regard to services required to provide FAPE to an eligible student under this article the public agency:

- (1) May not require parents to sign up for or enroll in public benefits or insurance programs in order for their student to receive FAPE under Part B of the IDEA;
- (2) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this article, but pursuant to § 24:05:14:01.06, may pay the cost that the parent otherwise would be required to pay;
- (3) May not use a student's benefits under a public benefits or insurance program if that use would:
 - (a) Decrease available lifetime coverage or any other insured benefit;
 - (b) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
 - (c) Increase premiums or lead to the discontinuation of benefits or insurance; or
 - (d) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures;
- (4) Must provide written notification to the student's parents pursuant to § 24:05:14:01.04; and
- (5) Must obtain written parental consent consistent with § 24:05:29:13 before accessing a student's or parent's public benefits or insurance for the first time specifying:
 - (a) Personally identifiable information, as defined in § 24:05:29:02(12), that may be disclosed (e.g., records or information about the services that may be provided to a particular student);
 - (b) The purpose of the disclosure (e.g., billing for services under this article);
 - (c) That disclosure will be made to the state Medicaid agency; and
 - (d) That the parent understands and agrees that the public agency may access the parents or student's public benefits or insurance to pay for services under this article.

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the district will provide written notification consistent with § 24:05:30:06 to the student's parents that includes a statement:

- (1) Of the parental consent and no cost requirements in § 24:05:14:01.03;
- (2) That parents have the right under FERPA, as defined in § 24:05:29:02(1), and Part B of the IDEA to withdraw their consent to disclosure of their student's personally identifiable information to the state Medicaid agency at any time; and
- (3) That the withdrawal of consent or refusal to provide consent under FERPA and Part B of the IDEA to disclose personally identifiable information to the state Medicaid agency does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03

With regard to services required to provide FAPE to an eligible student under this article, the district may access a parent's private insurance proceeds only if the parent provides informed consent consistent with this article. Each time the district proposes to access the parent's private insurance proceeds, it will:

- (1) Obtain parent consent in accordance with this article; and
- (2) Inform the parents that their refusal to permit the public agency to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

If the district is unable to obtain parental consent to use the parent's private insurance, or public benefits or insurance if the parent would incur a cost for a specified service required under this article, to ensure FAPE, the district may use funds obtained through Part B of IDEA to pay for the service.

To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parent would incur a cost, the district may use funds obtained through Part B of IDEA to pay the cost the parents otherwise would have to pay to use the parent's benefits or insurance (e.g., the deductible or co-pay amounts).

Proceeds from public benefits or insurance or private insurance may not be treated as program income for purposes of 34 C.F.R. § 80.25.

If the district spends reimbursements from federal funds (e.g., Medicaid) for services under this article, those funds are not considered "state or local" funds for purposes of the maintenance of effort provisions in this article.

Huron School District Policy Statement

The Huron School District ensures its procedures for the use of public benefits or insurance/private insurance are in accordance with ARSD 24:05:14:01.03.

Huron School District Procedure for Medical Billing

The District will:

- 1) Collect data
- 2) Route to business manager or Director of Special Services
- 3) File directly or work with a vendor to file with the Department of Social Services, Office of Medical Services

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The Huron School District understands it has a right to a hearing before the SEA makes any final determination regarding eligibility for funding under Part B.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The Huron School District ensures that appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the district ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The district will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The Huron School District will ensure that staff qualifications will be reviewed and appropriate licensure/certification is in place prior to the commencement of contracted payments. (Teacher 411) and new staff will meet requirements

- Paraprofessionals and assistants; ARSD 24:05:16:01

Paraprofessionals and assistants who are appropriately trained and supervised in accordance with this section may be used to assist in the provision of special education and related services to children with disabilities under Part B of the Individuals with Disabilities Education Act. At a minimum, the following standards must be met:

- (1) Paraprofessionals must have a high school diploma or GED;
- (2) Paraprofessionals must work within defined roles and responsibilities as identified by the school district;
- (3) Paraprofessionals must work under the supervision of, and be evaluated by, certified staff; and
- (4) Each school district must describe the training to be provided paraprofessionals in the staff development component of the district's comprehensive plan under § 24:05:16:05.

Huron School District Policy Statement

The Huron School District has developed procedures for the implementation and use of the comprehensive system of personnel development established by the Administrative Rules of South Dakota. The District has established and implements procedures for the employment of special education personnel who have the special education endorsement as required in state rules, including child evaluators.

The Huron School District ensures only certified, licensed, or otherwise highly qualified personnel, including child evaluators and early childhood teachers will be employed by the school district to provide special education and related services. The district will follow the same procedure for other certified staff, making sure staff work only in those areas where they are properly endorsed or plan to be properly endorsed is in place.

Huron School District Procedures

1. The district procedures to ensure all personnel necessary to carry out Part B of IDEA are appropriately and adequately prepared and district policies and procedures are consistent with the requirements of the chapter of personnel development and qualifications and the ESEA shall address the following:

- A) Numbers and type of new personnel needed, including early intervention, early childhood, and leadership personnel;
- B) Content areas in which in-service training is needed;
- C) Identify groups and number of individuals requiring training;
- D) Proposals for how the necessary training shall be provided;
- E) The anticipated schedule for in-service training;
- F) The projected human and fiscal resources which shall be employed to administer such training;
- G) The need for technical or other assistance which may be required of the division;
- H) Plans for utilizing the needs assessment data in the preparation of the district's Part B flow-through application and the subsequent year's staff development plan; and
- I) Paraprofessional training will be provided for staff each year for orientation and job specific.

2. The district procedures to recruit, hire, train and retain highly qualified personnel including, paraprofessional, to provide special education and related services under this article to children with disabilities include:

- A) Advertisements that specifically identify each position are placed on district website, in local newspapers, college placement offices and/or ASBSD website.
- B) Analysis of transcripts, certification and work experience.
- C) Determination of professional development needs based on district data analysis and job specific needs for certified staff.
- D) Paraprofessional training for orientation and job specific duties will be provided each year.
- E) Methods to retain highly qualified staff are discussed and reviewed each year in Board meetings and Administrative meetings.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The Huron School District will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction.

- Student information management system (SIMS) and State Performance Plan (SPP) data

1) Who is responsible for data entry and their specific responsibilities?

The office staff of the Director of Special Services and building secretaries are assigned to enter enrollment data and special education data. Data is entered on a regular basis.

2) What is the process for reviewing data entered on a regular basis for accuracy and reliability?

The Huron School District reviews data at minimum monthly. This is accomplished by maintaining running records of State Performance Plan data, generating SD December Child Count reports, and review of IEP data. A review of district data for accuracy will occur on a monthly basis.

3) What is the process for making corrections and responding to the SEP data verification form?

The Director of Special Services contacts the appropriate State Program to make data corrections and are responsible for SEP data verifications.

4) What is the process for generating data reports for use in identifying potential issues and related training and technical assistance needs?

The Huron School District uses a variety of processes such as staff needs assessments, parent and staff surveys, review of test scores and/or department meetings to determine systemic district issues and training.

5) Who reviews the data and looks at improving program performance?

District administrators, Director of Special Services, and Special Education staff collect, review and analyze data to identify strategies necessary for improving program performance.

6) Who is responsible for correcting and tracking progress on noncompliance issues?

District Administrators and Director of Special Services are responsible for correcting low performance and noncompliance issues. The district will comply with all requests by the SEA for data submission that is instrumental in monitoring the performance of the student population with respect to state established performance goals and indicators, and will submit such data on a timely basis.

Huron School District Policy Statement

The Huron School District implements state established performance goals and indicators described above for students with disabilities in the district.

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The school district will ensure that all children with disabilities are included in all general state and district wide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

The Huron School District ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

The district will provide all necessary data to the SEA on the participation of students with disabilities in state and district wide testing programs and will, to the extent possible, utilize universal design principles in the development and administration of any assessments.

Huron School District Policy Statement

The Huron School District ensures all children with disabilities shall be included in all general state and district-wide assessment programs, including assessments described in the ESEA, with appropriate accommodations and alternate assessments if necessary and as indicated in their respective IEPs.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

Huron School District Policy Statement

The Huron School District ensures appropriate use of funds under Part B to pay for the excess costs of providing special education and related services to children with disabilities. Available funding will be used to supplement state, local, and federal funds, and not supplant those funds.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district will make available to parents of children with disabilities and the general public all documents relating to the district eligibility under Part B of the IDEA.

Huron School District Policy Statement

The Huron School District makes all public records available upon request during normal business hours.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district supports the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

Huron School District Policy Statement

The Huron School District supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district will ensure the following specific provisions have consistent policies for implementation at the local level.

The Huron School District ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

The department shall examine data, including data disaggregated by race and ethnicity, from local education agencies and other state agencies, as appropriate, to determine whether significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities among local educational agencies in the state or compared to the rates for nondisabled children within the agencies. If discrepancies are occurring, the department shall review and, if appropriate, revise or require the affected local education agency or state agency to revise its policies, procedures, and practices relating to:

- (1) The development and implementation of individualized education programs;
- (2) The use of positive behavioral interventions and supports; and
- (3) Procedural safeguards to ensure that these policies, procedures, and practices comply with the Individuals with Disabilities Education Act, Part B.

Huron School District Procedures

The Huron School District will submit data on suspension and/or expulsion with students with disabilities on an annual basis. If significant discrepancies are occurring, the district may be required to revise its policies, procedures, and practices relating to the development and implementation of IEP's, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure that such policies, and practices comply with federal and state statute, rules, and regulations.

The Huron School District ensures that it will adhere to the student due process rules according to ARSD 24:07:01 (general provisions); 24:05:06 (suspension); and 24:05:26.01 (expulsion).

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

The information required in the districts comprehensive plan coupled with statements of expenditures, descriptions of the annual use of IDEA, Part B funds, and certification of federal assurances establish a district's eligibility for funds under the Individuals with Disabilities Education Act, Part B.

Huron School District Policy Statement

The Huron School District ensures Part B funds are used consistent with federal and state statutes, rules and regulations; in accordance with the district's approved annual application of federal funds.

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The department shall adopt the National Instructional Materials Accessibility Standard (NIMAS), for the purposes of providing instructional materials to blind persons or other persons with print disabilities. Blind persons or other persons with print disabilities means children served under this article who qualify to receive books and other publications produced in specialized formats in accordance with the federal Act to Provide Books for Adults who are Blind, in accordance with 2 U.S.C. 135a, as amended to January 1, 2007.

In implementing NIMAS, the department shall coordinate with the National Instructional Materials Accessibility Center (NIMAC), and the department:

(1) As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, shall enter into a written contract with the publisher of the print instructional materials to:

(a) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to NIMAC electronic files containing the contents of the print instructional materials using the NIMAS; or

(b) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats;

(2) Shall provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

In carrying out this section, the district, to the maximum extent possible, shall work collaboratively with the state agency responsible for assistive technology programs.

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

The department shall provide for the collection and examination of data to determine whether any inappropriate over identification or significant disproportionality based on race and ethnicity is occurring in the state and in districts of the state with respect to:

(1) The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in chapter 24:05:24.01;

(2) The placement in particular educational settings of these children; and

(3) The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

In the case of a determination of inappropriate over identification or significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to serve children in the district, particularly, but not exclusively, children in those groups that were significantly over identified under this section; and require the district to publicly report on the revision of policies, practices, and procedures described under this section

Huron School District Procedure

The Huron School District will submit annual child count data on the identification of students with disabilities. In the case of a determination of inappropriate over identification or significant disproportionality with respect to the identification of children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification for placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this

section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to children in the district, particularly, not exclusively, children in those groups that were significantly over identified under this section: and require the district to publically report on the revision of policies, practices, and procedures described under this section.

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2020 OFFICIAL RUNOFF ELECTION BALLOT
EAST RIVER AT-LARGE REPRESENTATIVE
TERM: JULY 1, 2020 TO JUNE 30, 2025**

East River At Large Representative- to be filled by a Superintendent

This position is currently held by Moe Ruesink, Athletic Director at Sioux Valley High School. The East River At-Large representative may be nominated from any SDHSAA member school with a high school attendance center physically located East of the Missouri River in South Dakota. This position must be filled by a Superintendent. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.**

You may vote for one candidate.

The deadline for the return of this ballot is **July 31, 2020.**

Tom Culver, Avon School District

Heath Larson, Chester Area School District

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

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

Tom Culver
Superintendent, Avon School District
East River At-Large Superintendent Election

I am completing my 33rd year in education, all in South Dakota. I taught Secondary Social Studies for 12 years at Grant-Deuel, Viborg and Wakonda High Schools. I have been at the Avon School District for the past 21 years, first for 9 years as the Secondary Principal and the last 12 as the Superintendent and Athletic Director. I have also coached football, basketball and track during my 33 years in education.

I am interested in the board position for the SDHSAA due to how important I feel that activities are to the education process in our schools. Also, I have always been one to join and take part in various organizations at the State level. By serving on the Board of Directors I feel I can have an impact on the future of activities in our State.

I believe my varied experiences during my educational career have prepared me well to give valuable input as a member of the Board of Directors. During my career I have been a teacher, coach, athletic director, administrator, official and have served on an SDHSAA advisory committee and several other boards or committees. Also, I served for over 20 years in the South Dakota Army National Guard, retiring in 2016.


I have been married to my wife Theresa for almost 38 years and we have one daughter, Christena. She is married to Gregg Voigt and live on a farm near Avon. We have four grandchildren, Macy, Jordyn, Brielle and Tyson.
I would truly appreciate your school's vote and would consider it an honor to serve as a member of the SDHSAA Board of Directors.

Heath Larson
Superintendent, Chester Area School District
East River At-Large Superintendent Election

Dear SDHSAA Member Schools,

I have been a South Dakota educator over the last twenty-four years and currently serve as superintendent in the Chester Area School District. As a teacher, coach, and administrator in both Class B and Class AA South Dakota school districts during my career, I have gained a depth of experience and perspective that is critical in this board position. I have been involved in various leadership roles and committees during my career.

In 2017, I was asked to serve on a committee of various superintendents that was assembled to assist in determining direction for the SDHSAA as it relates to the SDHSAA Foundation. My family and I have been benefactors of the life lessons we learn from activities. I would be honored for the opportunity to serve the students and member schools in this role. Thank you for your consideration.

	Huron School District #2-2	Code: GDBD-10
	Policies and Regulations	COVID-19 Furloughs and Hazard Pay

SUPPORT STAFF LEAVES AND ABSENCES

**COVID-19 FURLOUGHS AND HAZARD PAY
Class II, III and IV Employees**

COVID-19 Furloughs

Regular salary payments and benefits shall not be affected because of COVID-19 furloughs when employees are directed not to report for duty by the School Board. The School Board approved school calendar will be followed to determine the days eligible for compensation when employees are directed not to report for duty.

COVID-19 Hazard Pay

Hazard pay shall be \$20 per hour in addition to regular salary payments and benefits. The School Board shall have the authority to declare time periods when Hazard Pay is in effect for hours worked by active employees. Furloughed employees do not receive Hazard Pay.

This policy is retroactive to March 13, 2020.

This policy will sunset on June 30, 2021.



Huron School District #2-2

Policies and Regulations


Code:
AE HSD Wellness Policy

HURON PUBLIC SCHOOL DISTRICT WELLNESS POLICY

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

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	Huron School District #2-2	Code: AE HSD Wellness Policy
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Preamble

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

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

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

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

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

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

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

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

	Huron School District #2-2	Code: AE HSD Wellness Policy
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I. School Wellness Committee

Committee Role and Membership

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

Wellness Policy Committee Name	Title / Relationship to the School or District	Email address	Role on Committee
Terry Nebelsick	Superintendent of Schools	Terry.Nebelsick@k12.sd.us	Assists in the evaluation of the district wellness policy and implementation
Garret Bischoff	Board of Education Member	g_bisch@hotmail.com	
Mike Radke	High School Principal	Mike.Radke@k12.sd.us	
Rodney Mittelstedt	Asst. High School Principal	Rodney.Mittelstedt@k12.sd.us	
Laura Willemssen	Middle School Principal	Laura.Willemssen@k12.sd.us	
Lyndi Hudson	Asst. Middle School Principal	Lyndi.Hudson@k12.sd.us	
Peggy Heinz	Buchanan K-1 Center Principal	Peggy.Heinz@k12.sd.us	
Heather Rozell	Madison 2-3 Center Principal	Heather.Rozell@k12.sd.us	
Kari Hinker	Washington 4-5 Center Principal	Kari.Hinker@k12.sd.us	
Linda Pietz	Director of Curriculum	Linda.Pietz@k12.sd.us	
Jolene Konechne	Director ESL Program	Jolene.Konechne@k12.sd.us	
Kathie Bostrom	Transportation Director	Kathie.Bostrom@k12.sd.us	
Amanda Schumacher	Nutrition Director	Amanda.Schumacher@k12.sd.us	
Rita Baszler	School Nurse (Mad)	Rita.Baszler@k12.sd.us	
Jessica Van Diepen	School Nurse (Buch & Wash)	JessicaVanDiepen@k12.sd.us	
Raleigh Larson	School Nurse (MS/HS)	Raleigh.Larson@k12.sd.us	

Leadership

The Superintendent or designee(s) will convene the local wellness committee and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy. Designated official for oversight Amanda Schumacher, Nutrition Director, Amanda.Schumacher@k12.sd.us

Each school will designate a school wellness policy coordinator, who ensures compliance with the policy.

Buchanan K-1 Center - Jessica Van Diepen, School Nurse, Jessica.VanDiepen@k12.sd.us

Madison 2-3 Center - Rita Baszler, School Nurse, Rita.Baszler@k12.sd.us

Washington 4-5 Center – Jessica Van Diepen, School Nurse, Jessica.VanDiepen@k12.sd.us

Middle School - Raleigh Larson, School Nurse, Raleigh.Larson@k12.sd.us

High School – Raleigh Larson, School Nurse, Raleigh.Larson@k12.sd.us

	Huron School District #2-2	Code: AE HSD Wellness Policy
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II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

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

Recordkeeping

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

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

Annual Notification of Policy

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

Triennial Progress Assessments

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

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

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The position/person responsible for managing the triennial assessment and contact information is Amanda Schumacher, Nutrition Director. Email address Amanda.Schumacher@k12.sd.us


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

Revisions and Updating the Policy

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

Community Involvement, Outreach and Communications

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

	Huron School District #2-2	Code: AE HSD Wellness Policy
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III. Nutrition

School Meals


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

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

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

Staff Qualifications and Professional Development

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

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Water

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

Competitive Foods and Beverages

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

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

Fundraising

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

Nutrition Promotion

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

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

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Nutrition Education

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

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

Essential Healthy Eating Topics in Health Education

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

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

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Food and Beverage Marketing in Schools

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

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

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

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

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

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

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

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IV. Physical Activity

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

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

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

Physical Education

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

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

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

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

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

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

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

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

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

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Examples of Physical Activity Topics in Health Education

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


V. Other Activities that Promote Student Wellness

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

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

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the local wellness committee.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

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Glossary:

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

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

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

Triennial – recurring every three years.

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Appendix A:

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