

**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 – REGULAR MEETING**  
**Instructional Planning Center/Huron Arena**  
**Monday, December 14, 2020**  
**5:30 p.m.**

The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. In the days following the meeting, the meeting can also be viewed on the local cable TV public access channel 6.

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

December 23	Early Release
December 24-31	Holiday Break – No School
January 1	New Year's Day Holiday – Happy New Year!
January 4	School Resumes
January 11	Board of Education Meeting – 5:30 p.m. - IPC
January 13	Early Release
January 18	Martin Luther King Holiday – No School
January 25	Board of Education Meeting – 5:30 p.m. - IPC
January 25	HHS Registration Open House 5:30 – 8:30
6. **Community Input on Items Not on the Agenda**
7. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
  - a)
8. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

  - a) **Approval and/or Correction of Minutes of Previous Meetings**
  - b) **Consideration and Approval of Bills**
  - c) **Approval and/or Correction of the Financial Report**
  - d) **Board Approval of New Hires**

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

    - 1) Bailey Thompson/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
    - 2) Jane Raschke/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
    - 3) Braylee Thomas/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
    - 4) Cooper Fryberger/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour

- 5) Kendra Paye/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 6) Tanner Evers/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 7) Jacelyn Bankston/Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 8) Madison Pfitzer/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 9) Emily Arteman/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 10) Alissa Ferguson/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 11) Tayler Regnier/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 12) Samantha Shoultz/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 13) Morgan Wolff/ Substitute Teacher - \$120 per day/Substitute Para-Educator - \$15.39 per hour
- 14) Drew Palmquist/Food Service-MS Head Cook/\$15.95 per hour
- 15) Henry Morales/Transportation Dept-Route Driver, Building Custodian, & Fleet Vehicle/Activity Bus Detailer/\$41,552 per year
- 16) Vina Meh/School Nutrition-MS Lunch Monitor/\$14.57 per hour

**e) Contracts for Board Approval**

- 1) Lisa Beck/Revised Contract to include Our Home Mileage/\$38,288 per year

**f) Resignations for Board Approval**

- 1) Linda Eck/Home Liaison - HSD/25 years
- 2) Jeanne Olson/Teacher-Our Home/32 years
- 3) Kris Lavallee/Assistant Boys' Soccer Coach/3 years
- 4) Kathy Meyer/Food Service Cashier-Washington/17 years
- 5) Kathy Engst/Family & Consumer Science Teacher-HHS/28 years
- 6) Alicia Graff/Para-Educator-Buchanan/6 years

**g) Declare HS Office workstation surplus property to be auctioned on-line by Ben Meyer. We are cleaning out the HS temporary office and do not have storage space for this item.**

(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.)

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

**CONGRATULATIONS:**

- **Tenley Buddenhagen (12) and Libby Rounds (12) - All State Volleyball**
- **Shelly Buddenhagen - Region Six Coach of the Year - SDVBCA. Shelly is also a finalist for the SDHSCA VB Coach of the Year.**
- **TyAnn Buddenhagen - Region Six AA Assistant Coach of the Year - SDVBCA**

**THANK YOU TO:**

- **Liz Castillo** for her donation of clothing to the Buchanan K/1 Center

**10. REPORTS TO THE BOARD:**

- a) **Classified Employee of the Month** – Presented by John Halbkat  
**Gina Gabriel, Maintenance (Buildings & Grounds)** has been selected as **Classified Employee of the Month for December 2020**. **Nomination comments are included in this packet. Congratulations Gina!**
- b) **“Good News Report”** – Washington 4/5 Center – Michelle Azar-Google Classroom
- c) **Event Addition Field & Track-Javelin** – Terry Rotert
- d) **Business Manager’s Report**
- e) **Superintendent’s Report**

**11. OLD BUSINESS**

- a)

**12. NEW BUSINESS**

- a) **Request to Use the Madison School Gym** – Stephanie Tschetter, on behalf of the 2<sup>nd</sup> grade boys, would like to request the use of the Madison Gym 1-2 times a week for **basketball practice/open gym beginning in January 2021**. **Ms. Tschetter understands the practice sessions and open gym need the Board’s approval if the district is still operating in “yellow”.**
- b) **Request to Use the Washington School Gym** – Emily Davis and Heather Bischoff, 5<sup>th</sup> grade girls’ basketball coaches, would like to request the use of the Washington Gym for team practices. **Ms. Davis and Ms. Bischoff understand use of the gym needs the Board’s approval if the district is still operating in “yellow”.** **Coaches are also requesting approval for their teammate from JVCS to be able to continue to practice/play with the team.**
- c) **Distance Learning to Homebound Instruction** – Terry Nebelsick  
Superintendent recommends approval of the Huron School District Covid-19 Homebound Digital Instruction Program as a replacement of our Digital Learning Program.
- d) **Select Legislative Action Network Representative**
- e) **Business Manager Contract Approval – 2022-2023**
- f) **Resignation of Superintendent Terry Nebelsick**

**13. EXECUTIVE SESSION**

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

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term “employee” does not include any independent contractor.

**14. Accept David Wheeler’s Resignation from the Huron School Board (Effective 12/15/2020)****15. Approve Selection of Replacement Board Member****16. ADJOURNMENT**

**Huron School District  
New Hire Justification**

**Date:** 12-3-2020

**Applicant Information**

**Applicant Name:** Drew Palmquist

**Address:** 1640 Ohio Ave Huron SD 57350

**Phone:** (605)350-7887

**Education:** National American University

**Experience:** Fire Pit Pizzeria/McDonalds/Coborns

**References:** Chip Holmes, Glenda Palmquist, Rex Sawvell

**Reason for New Hire**

**New Position:** ----

**Replacement:** Jarrod Herrick

**Position Information**

**Department:** Food Service

**Position:** MS Head Cook

**Supervisor:** Amanda Reilly

**Responsibilities:** Prepare meals for all schools

**Hours:** 6am-1:30pm or 7am-2pm

**Hiring Information**

**Wages:** \$15.95

**Classification:** Level IIIB

**Wage Justification:** Food Service Hiring Schedule

**Start Date:** December 7, 2020

**Requested by:** Amanda Reilly (Administrator)



**Huron School District  
New Hire Justification**

**Date:** *December 3, 2020*

**Applicant Information**

**Applicant Name:** *Henry Morales*

**Address:** *1080 Ashwood Lane*

**Phone:** *605-554-0203*

**Education:** *Huron College*

**Experience:** *Huron School District – paraprofessional & bus driver,  
Center for Independence – Maintenance & clean up*

**References:** *Jodi Even, Dean Hirsch Korn, Bobbie Matthews*

**Reason for New Hire** *Current person holding this position accepted a  
New position within the department.*

**New Position:**

**Replacement:** *Joni Packard*

**Position Information**

**Department:** *Transportation*

**Position:** *Route bus driver, building custodian, and fleet vehicle/activity  
bus detailer.*

**Supervisor:** *Kathie Bostrom*

**Responsibilities:** *Driving a regular bus route (AM & PM runs), all of the  
custodian duties for the Transportation Department, detailing the fleet  
vehicles inside and out for scheduled check outs, and having all of the  
activity buses detailed inside and out for scheduled activities.*

**Hours:** *7:00 am – 4:00 pm*

**Hiring Information**

**Wages:** *\$41,552 annually*

**Classification:** *Class 1*

**Wage Justification:** *Step 1 of the custodian 2020-2021 wage schedule.*

**Start Date:** *Thursday, December 17, 2020*

**Requested by:** *Kathie Bostrom*

*8/25/14*

**Huron School District  
New Hire Justification**

**Date:** December 9, 2020

**Applicant Information**

**Applicant Name:** Vina Meh

**Address:** 275 22<sup>nd</sup> st sw apt 1 Huron, SD 57350

**Phone:** (605)353-5909

**Education:** Lincoln High School

**Experience:** Lewis Drug/ HRMC/ Center for Independence

**References:** Sara Solen, Lah May Paw Soe, Ann Cruse

**Reason for New Hire**

**New Position:** -----

**Replacement:** Jean Wolff

**Position Information**

**Department:** Food Service

**Position:** MS Lunch Monitor

**Supervisor:** Amanda Reilly

**Responsibilities:** Monitor lunch/ some cleaning

**Hours:** 10:45am- 1:15pm

**Hiring Information**

**Wages:** 14.57 per hour

**Classification:** Level I, Step 0

**Wage Justification:** Food Service Hiring Schedule

**Start Date:** December 10, 2020

**Requested by:** Amanda Reilly (Administrator)

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

**Lisa Beck**

**December 1, 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 \$ **38288** 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 **10/7/2020** 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 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

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

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

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.

BS  
Hired 2020-2021 W/BS and 3 years of teaching experience. Contract pro-rated to start Oct. 7, 2020. Starting salary (\$46,289) decreased by \$8,462.85 (33 days x \$256.45 daily). The above salary includes \$462 (ES-0) for Our Home Mileage which is also prorated for an Oct. 7, 2020 start date. Starting stipend (\$565) decreased by \$103 (33 days / 180.5. \$565 x .183)

**\*\*\*CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY DEC. 9, 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 7<sup>th</sup> day of Dec, 2020

Witness: Dolly Venables

Print Name: Lisa Beck

Sign here: Lisa Beck  
Teacher

November 25, 2020

Jolene Konechne  
Director of ESL  
Huron School District

The purpose of this letter is to inform you of my intention to resign from my Home Liaison position due to retirement. I understand my last day will be June 18, 2021.

I thank the school district for the opportunity of holding this position for the past 10 years. It has been very special to me to serve the school district and the Karen population as they acclimate to their new life in America.

Sincerely,

A handwritten signature in cursive script that reads "Linda Eck".

Linda Eck



November 23, 2020

Rec'd  
11/23/2020

Mr. T. Nebelsick  
Huron School District  
150 5<sup>th</sup> Street SW  
Huron, SD 57350

Dear Mr. Nebelsick,

I would like to inform you that I will be retiring from my teaching position at the end of the 2020-2021 school year.

I have truly enjoyed working for the Huron School District. I will always be thankful for the opportunities the district has provided and for the many special memories experienced over the years. I am also grateful to you and the administration staff for your support and guidance.

It has been an honor to work for the Huron School District and to serve in such a special community.

Yours sincerely,

A handwritten signature in cursive script that reads "Janne Olson". The signature is written in black ink and is positioned below the "Yours sincerely," text.

Dear Mr. Rotert,

Please accept this letter as formal notification that I am resigning from my position as Assistant Boys Soccer Coach with Huron School District. My last day will be December 17th, 2020, for formal record. But I plan to be available for any and all opportunities to hold weekly indoor practices, as Coach Branaugh needs.


Thank you so much for the opportunity to work in this position for the past three years. I've greatly enjoyed and appreciated the opportunities I've had to forge mentoring relationships with student athletes, and I've learned so much about how integral the tactical side of the game is to the technical side, all of which I will take with me throughout my career.

During this off season, I'll do everything possible to wrap up my duties, train others as needed and otherwise make any transition as smooth as possible. Please let me know if there is anything else I can do to aid during the transition.

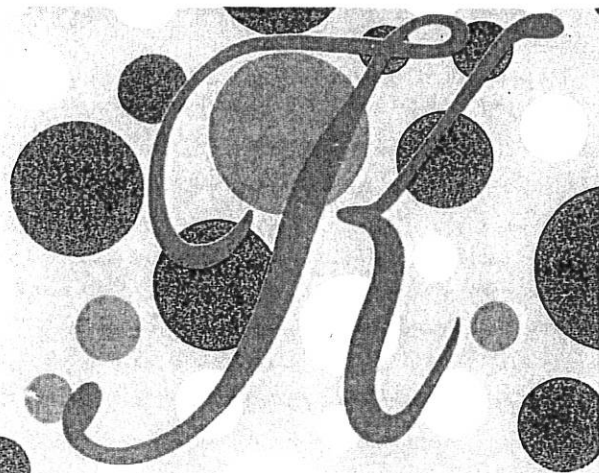
I wish the team continued success and hope to stay in touch going forward.

Sincerely,

Kris Lavallee

 12-2-20

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I, Kathy Meyer

give my resignation

to the Horn School

District. Dated this

day of December

4<sup>th</sup>, 2020.

Kathy A  
Meyer

December 4, 2020

Huron School District 2-2  
150 5th Street SW  
Huron, SD 57350

Dear Mr. Nebelsick,

I would like to inform you of my intentions to retire from the FACS position at Huron High School at the end of the 2020-2021 school year.

I have truly enjoyed working as a high school FACS teacher and I appreciate the opportunities that the district has given me to work for the Huron School District. Being a teacher has been a great privilege, as well as an invaluable experience. I am grateful for this opportunity and I am looking forward to retirement.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Engst". The signature is written in black ink and is positioned above the printed name.

Kathy Engst



**From:** Graff, Alicia <Alicia.Graff@k12.sd.us>  
**Sent:** Wednesday, December 9, 2020 9:44 AM  
**To:** Heinz, Peggy <Peggy.Heinz@k12.sd.us>  
**Cc:** Nebelsick, Terry <Terry.Nebelsick@k12.sd.us>  
**Subject:** Letter of Resignation

Good morning,

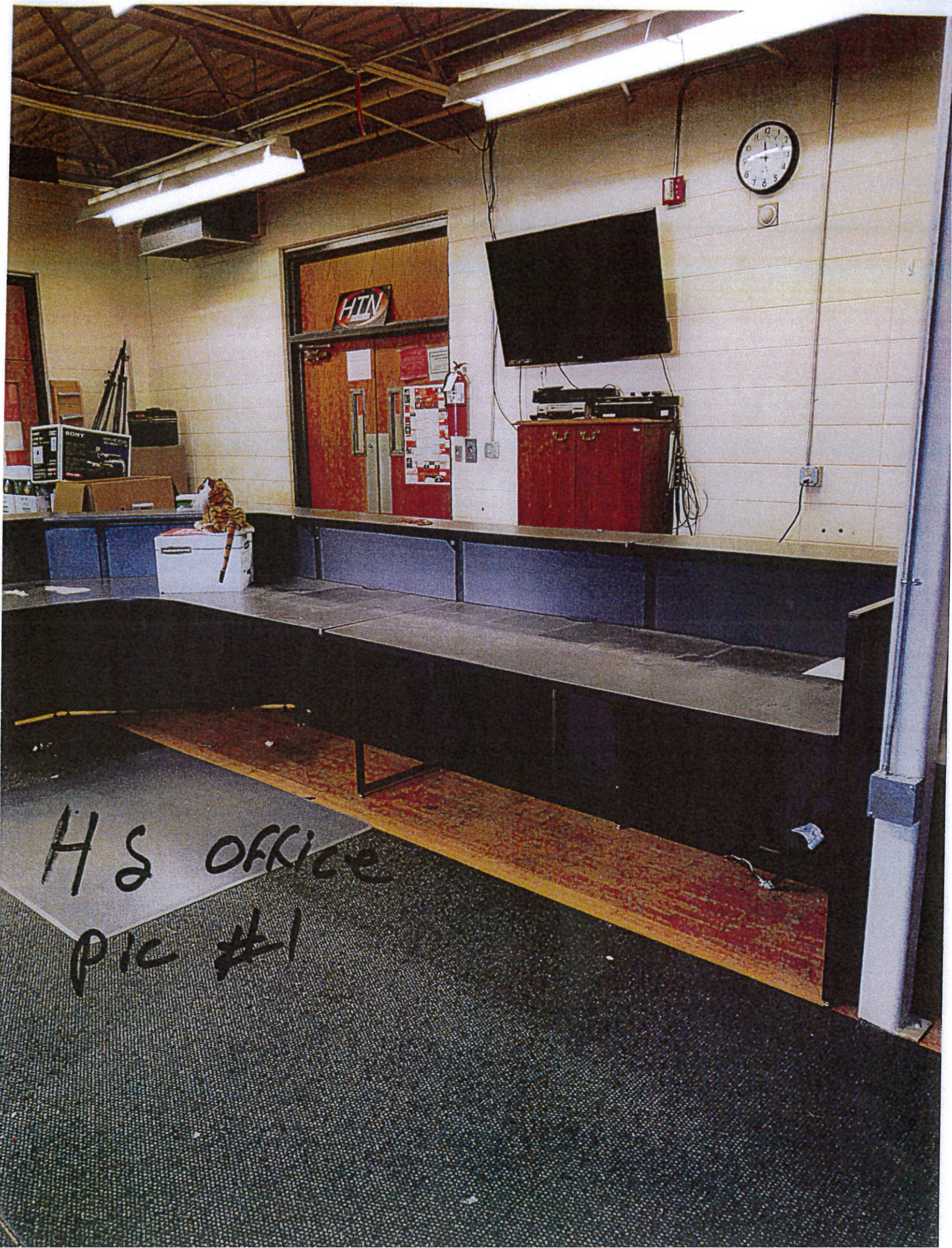
I am sending you this email to inform you that I was offered a position at another job that is just too hard for me to pass up. After a lot of thinking and praying about it I believe this is a great opportunity for me and my family so I will be putting in my 2 weeks today. My last day at the school will be Wednesday, December 23rd. I want to thank Huron School District for everything they have done for me over the years, I will forever be grateful. I will miss you all very much.

Thank you,

Alicia Graff

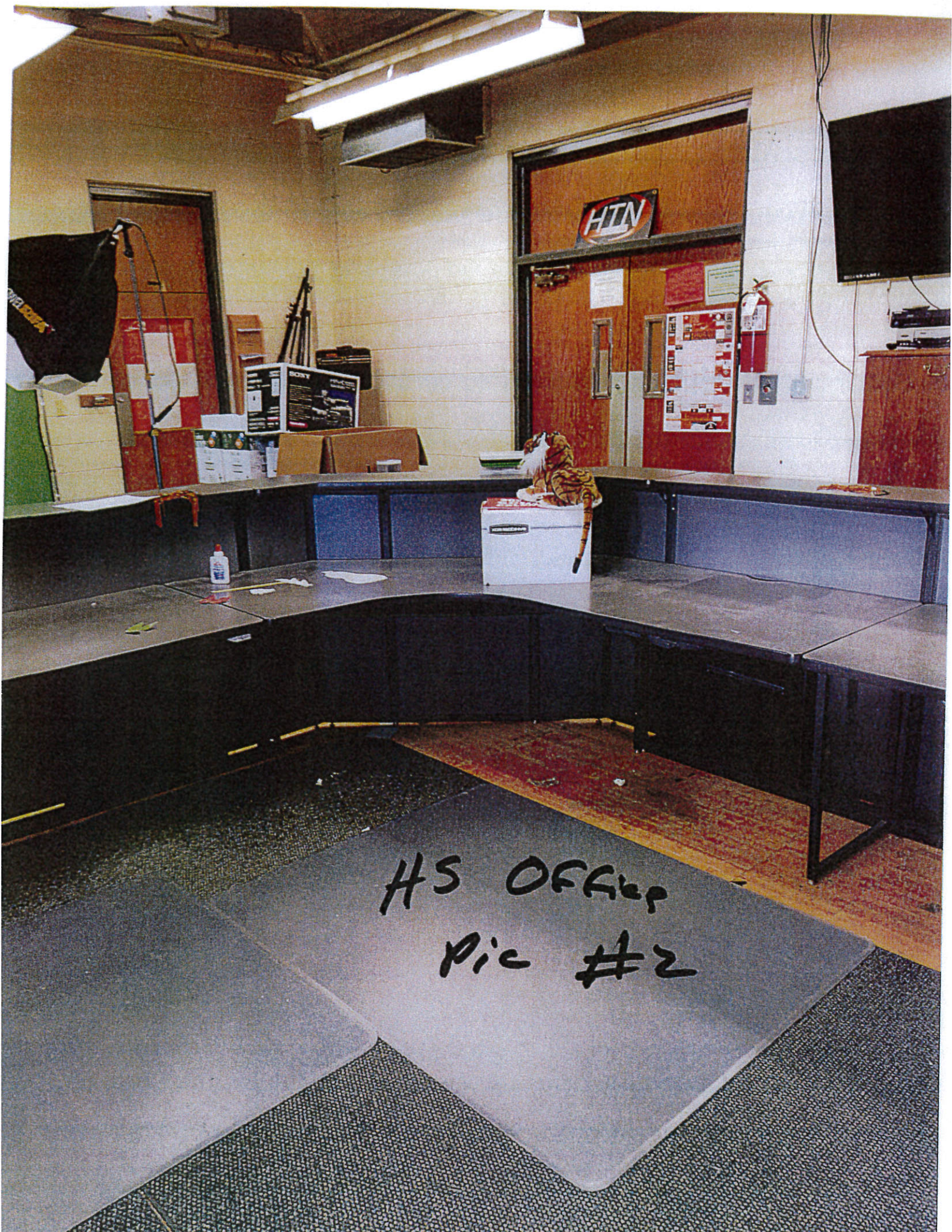
NOTE: This e-mail and any attachments may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of this e-mail and any attachments is strictly prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and deleting it from your computer system. Thank you for your cooperation.





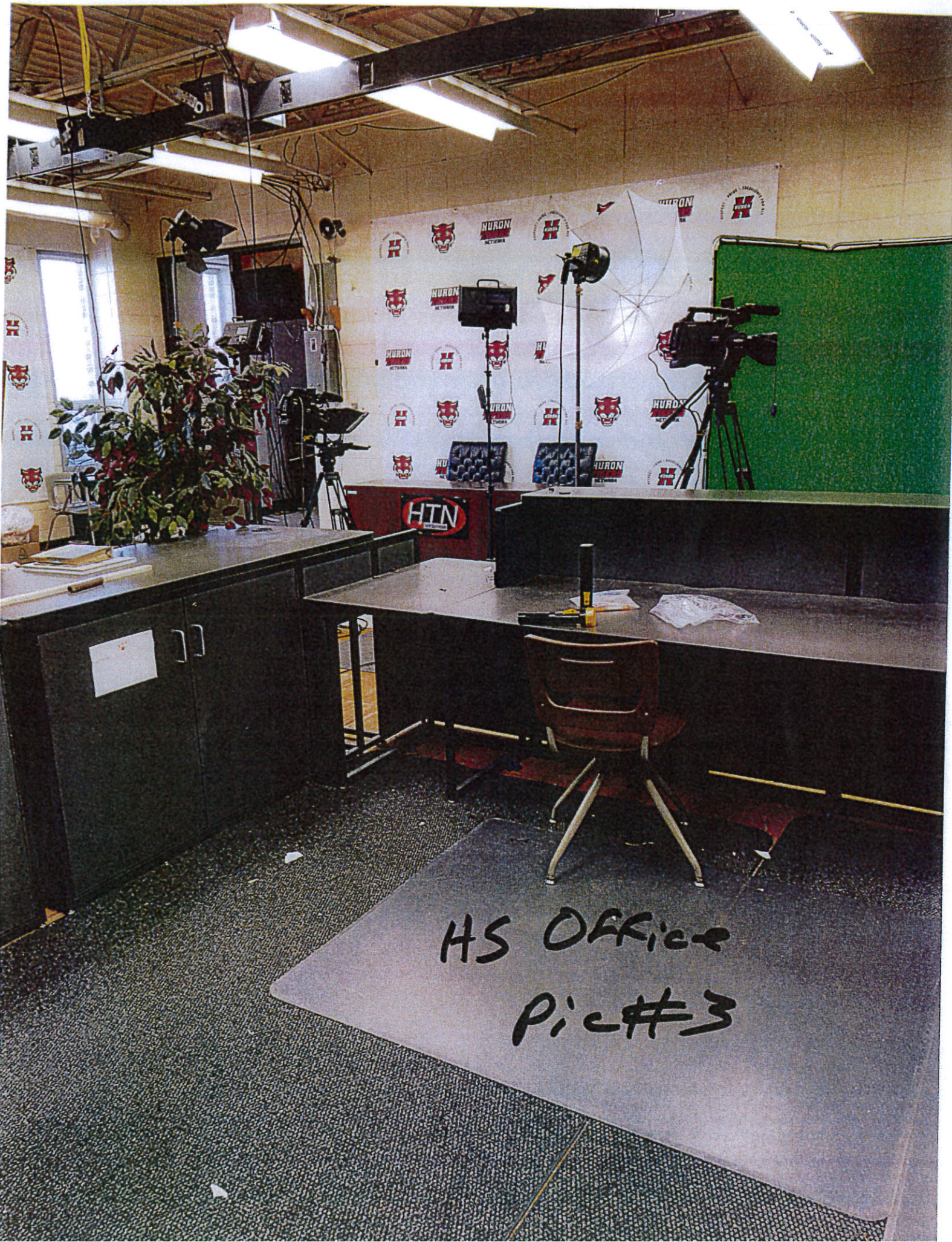
HS OFFICE  
PIC #1





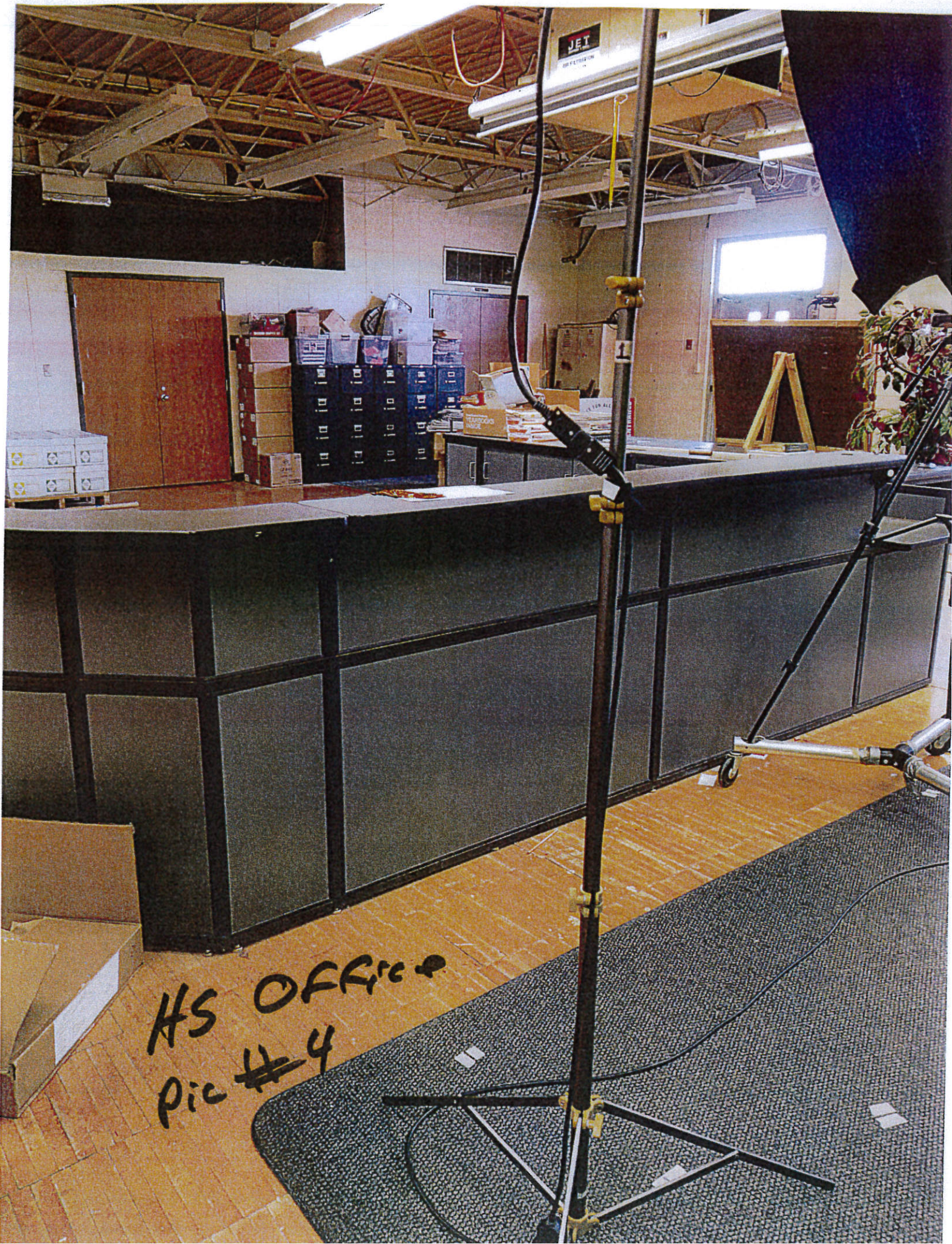
HS OFFICE  
Pic #2





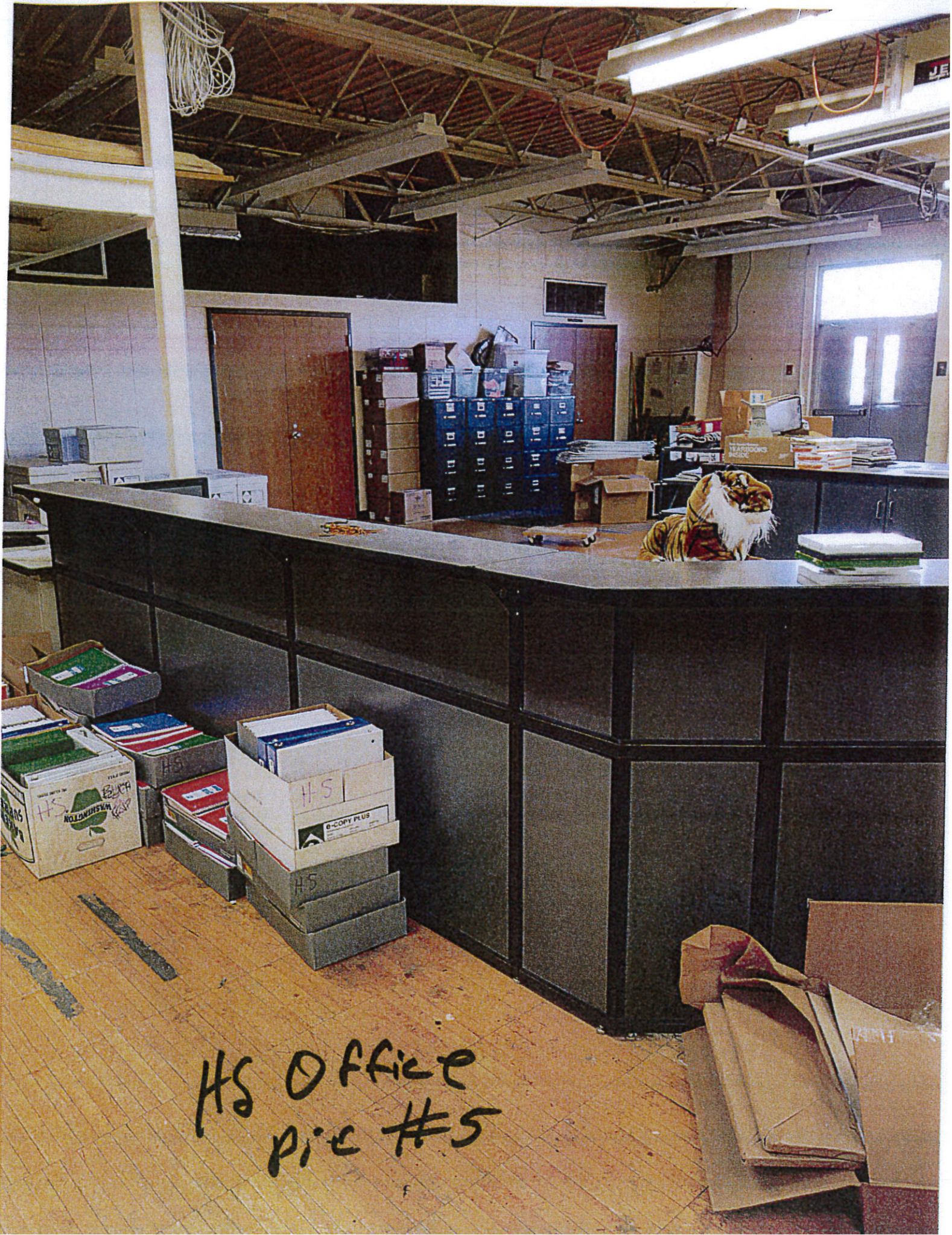
HS Office  
Pic #3





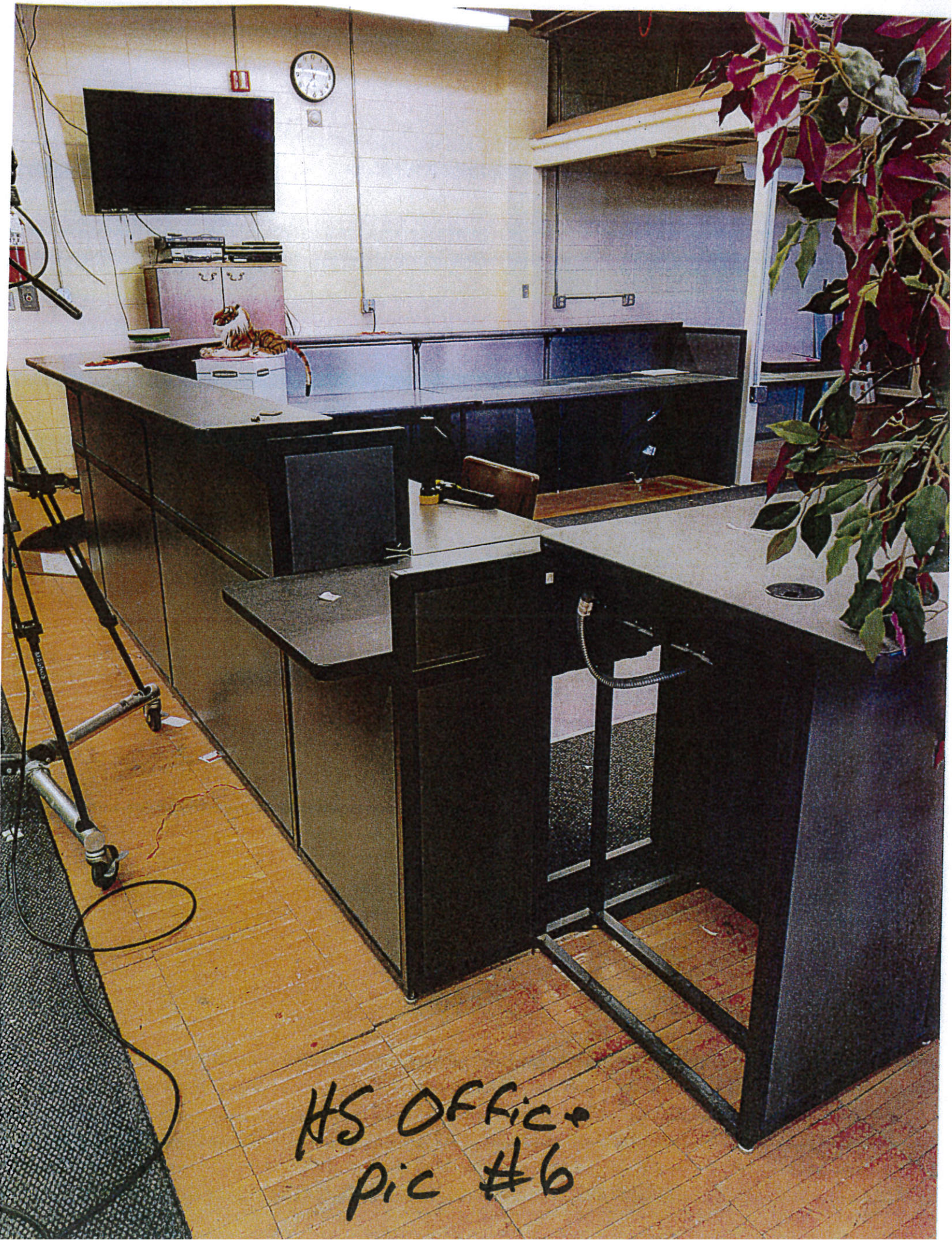
HS OFFICE  
pic #4





HS Office  
pic #5





HS Office  
pic #6



## Classified Employee of the Month

Name	<u>Gina Gabriel</u>
Position	<u>Maintenance (Buildings and Grounds)</u>
Date	<u>December 2020</u>

Gina is a valued employee of the buildings and grounds team as well as the Huron School District. I am honored to recognize her as the Classified Employee of the Month for December 2020.

Like the entire team, Gina wears many hats within buildings and grounds. Her main focus is on maintenance type tasks that could include working with heating and cooling, electrical, plumbing, etc. The maintenance team is on call for any and all maintenance type issues within the district. Gina has a good overall understanding of the scope of work within the department, but knows when the job requires outside vendor assistance. Her years of work with the school district have allowed her to gain good understanding of how things operate and function. No matter the task, I can count on Gina to be professional and work the problem to resolution. There are many tasks that are not glamorous, but she never complains or ignores problems. She works well with the entire buildings and grounds team and works to resolve issues to the satisfaction of the building personnel. I have received many nice comments from building staff regarding Gina's work and attitude.

Gina is very good at her job and will pitch in where needed within the department. There are times when she will assist with grounds duties which shows her flexibility. She understands the team approach within buildings and grounds.

Congratulations Gina!

John Halbkat  
Director of Buildings and Grounds



**From:** Tschetter, Stephanie  
**Sent:** Tuesday, December 8, 2020 9:12 AM  
**To:** Venables, Dolly  
**Subject:** FW: Good Afternoon!

On behalf of the 2<sup>nd</sup> grade boys, requesting to use the Madison Elementary School Gym no more than 1- 2 days per week starting in January 2021 for practices/open gym for 2nd grade boys interested in playing basketball. Let me know if I am missing anything! Thank you! I appreciate you! Have a good day!

Stephanie Tschetter  
Counseling Office Assistant  
Huron High School District #2-2  
605-353-7800 ext. 8704



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

From: Emily Davis <timemilydavis@gmail.com>

Sent: Wednesday, December 9, 2020 11:10 AM

To: Nebelsick, Terry <Terry.Nebelsick@k12.sd.us>

Subject: [EXT] School board agenda item request-Washington school gym usage

Good afternoon

Myself and Heather Bischoff coach a 5th grade girls basketball team. We would like to request the use of the Washington School gym through a rental agreement and would like this request to be placed on the school board agenda for the meeting on Monday Dec 14th.

In addition, one of our teammates is a student at JVCS and we would like to continue to have her on the team but also understand if COVID protocols limit gym usage to Huron District students only. Please advise.

Thank you for your time and consideration.

Emily Davis

Cell: 605-350-0873

Sent from my iPhone



Terry Nebelsick Ed.S

150 5<sup>th</sup> St. SW

Huron, SD 57350

W: (605) 353-6990

C: (605) 354-0050

F: (605) 353-6994

terry.nebelsick@k12.sd.us

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Date: December 9, 2020

To: School Board

From: Superintendent Nebelsick

Re: Proposal to move from Distance Learning to Homebound Digital Instruction

**The Huron School District Covid 19 Distance Learning Option will end on December 23<sup>rd</sup>.**

**The Distance Learning Option will be replaced by the Huron School District Covid 19 Homebound Digital Instruction.**

**Huron School District Covid 19 Homebound Digital Instruction** – will be limited to the following situations on a case-by-case basis:

- A school or schools are closed due to staff shortages during Covid 19 outbreak.
- Student is “Covid Positive” and in 10-day isolation.
  - Student /family must commit to no activities or contacts outside the home.
- Student is “Covid Close Contact” Quarantine and parent chooses to keep home.
  - Student /family must commit to no activities or contacts outside the home.
- Student has fragile health condition as specifically identified by doctor.
  - Student /family must commit to no activities or contacts outside the home.
- Parent/home resident has fragile health condition.
  - Student/family must commit to no activities or contacts outside the home.
- Parents are apprehensive about children or adults being out of the household during the pandemic – and – have demonstrated that the entire household has been and continues to be homebound except for medical appointments, groceries, etc.
  - Student /family must commit to no activities or contacts outside the home.
  - Students must have demonstrated high achievement in the homebound setting.

In the event that the building administration and parents are unable to reach consensus on **Huron School District Covid 19 Home Bound Digital Instruction Option**, the District Grievance Procedures may be utilized.

Point of Clarification: The **Huron School District Covid 19 Home Bound Digital Instruction** program does not change a parent’s option to utilize the ***South Dakota School Exemption Law – i.e. Home School***. The school **does not recommend** home school, as you are no longer eligible for a Huron School District diploma. This option removes you from any connections to the school district – other than access to textbooks.

## Sample Draft: Homebound Student Application

Date \_\_\_\_\_

Student Name \_\_\_\_\_

Student is applying for homebound status because: (circle one)

- A) Student has fragile health condition as specifically identified by a doctor
- B) Parent or home resident has a fragile health condition
- C) Parents are apprehensive about children and adults being out of the household during the pandemic and have demonstrated that the entire household has been and continues to be homebound except for medical appointments, groceries, etc.

If student is applying for homebound status for medical reasons, please include documentation with this form.

**By signing below the student and parent agree that everyone who lives in the house will be quarantined inside the home and will only leave the home for essential reasons such as medical appointments, groceries, etc. All individuals in the house must be working from home, or, in the case of essential worker, clearly identify the precautions and protocols that protect the parent during their work.**

Student Signature \_\_\_\_\_

Parent Signature \_\_\_\_\_

Principal Signature \_\_\_\_\_



## ASBSD LAN Appointment Form

The ASBSD Legislative Action Network is designed to activate designated members of local school boards to represent the legislative positions of the Association and their local board. Every school board appoints a board member as its ASBSD Legislative Action Network (LAN) member and those members will periodically be contacted by ASBSD asking them to contact their legislator(s) and attend to legislative issues.

To submit your board's LAN member, complete the form below and click the submit button. If you have more than one board member to submit as a LAN member, it can be added similar to how you a new paragraph is added in a document. Should you need to add another board member after you've submitted, click the "Submit another response" link.

Each board member designated as a LAN member earns 25 ALL points. If you have questions or need assistance please contact Director of Communications Tyler Pickner at [tpickner@asbsd.org](mailto:tpickner@asbsd.org) or at 605-881-3791.

School District

Your answer    HURON 2-2

LAN Member Name(s)

Your answer

Cell Phone Number(s)

Your answer

Email Address(es)

Your answer

Submit



**HURON SCHOOL DISTRICT**  
**Huron, South Dakota**  
**BUSINESS MANAGER'S CONTRACT**

**THIS AGREEMENT** made and entered into this **14<sup>th</sup> day of December, 2020**, by and between the **Huron School District #2-2**, hereinafter referred to as District, and **Kelly Christopherson**, hereinafter referred to as Business Manager. **Salary on contract to be determined.**

1) **Term.**

The District hereby employs Business Manager, and Business Manager hereby accepts such employment to undertake and fulfill the duties and obligations of Business Manager of the Huron School District for a term of two (2) years commencing on July 1, 2021 and continuing until June 30, 2023.

2) **Certification.**

Business Manager shall provide appropriate credentials – preferably C.P.A.

3) **Duties.**

Business Manager shall be responsible for all matters outlined in his job description.

4) **Outside Activities.**

Business Manager may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Business Manager may, at his option, continue to draw a salary while engaged in outside activities as described above. In such cases, honoraria paid to Business Manager in connection with these activities shall be transferred to the District. If Business Manager chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

5) **Compensation.**

District shall pay Business Manager at an annual base salary rate of **\$127,000 for the 2020-21 year. The salary for 2021-22 will be determined as early as December 31, of 2020, and as late as April 1, 2021. The salary for 2022-23 will be determined as early as December 31, of 2021, and as late as April 1, 2022. In no event shall the salary be less than that paid for the previous year.** Said compensation shall be paid to Business Manager in installments of 1/12 of the annual salary on the 20th of each month for services rendered during the current month.

6) **Professional Liability.**

The District agrees that it shall defend, hold harmless, and indemnify Business Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Manager in his individual capacity, or in the capacity as agent and employee of the District, provided the incident arose while Business Manager was acting within the scope of employment and excluding criminal litigation, and as such, liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the Business Manager against such demands, claims, suits, actions, and legal proceedings.

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



- 7) **Evaluation.**  
The Superintendent of Schools shall evaluate and assess, in writing, the performance of Business Manager as is stated in Board Policy. In the event that the Superintendent determines that the performance of the Business Manager is unsatisfactory, in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Business Manager. Business Manager shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Business Manager's personnel file.
- 8) **Vacation and Other Benefits.**  
Business Manager shall receive twenty-two (22) days of vacation annually for 2021-22, and twenty-two (22) days of vacation for 2022-23, exclusive of legal holidays and shall be entitled to sixteen (16) days of sick leave annually as set out in Board policy. Vacation shall be taken subject to the approval of the Superintendent and within 12 months of the year in which it is earned and shall not be cumulative. **Vacation earned within the previous school year or current school year will be paid out as a severance at the end of employment, as per policy for all 12-month employees.** Earned sick leave shall be cumulative to a maximum of one hundred-fifty (150) days or as otherwise provided by Board Policy. **Cumulative sick leave and pay-out will follow administrative policy.**
- 9) **Expenses.**  
The District shall pay or reimburse Business Manager for all reasonable expenses incurred by Business Manager in the continuing performance of his duties under this employment agreement. However, notwithstanding the foregoing, any claimed expenses in excess of **seven hundred-fifty dollars (\$750)** shall be approved by the Superintendent before being incurred by Business Manager.
- 10) **Hospitalization.**  
The District shall pay the cost – less 10% of single premium per month - of family hospitalization and major medical insurance for the Business Manager during the term of this agreement in accordance with the basic insurance coverage provided to certificated members of the professional staff. No additional compensation shall be provided in lieu of family hospitalization and major medical insurance for members of his immediate family during the term of this agreement.
- 11) **Termination of Employment Contract.**  
This employment contract may be terminated by:
- a) Mutual written agreement of the parties,
  - b) Resignation of the Business Manager,
  - c) Disability of the Business Manager.

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

the issue of whether the Business Manager has a continuing disability which prohibits him from performing the duties of a Business Manager.

12) **Discharge for Cause.**

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

13) **Retention Stipend.**

The Business Manager is entitled to 80% of his (2021-22) Contract as an earned retention bonus at the completion of that contract. This amount will be provided to the Business Manager if he formally resigns prior to December 31, 2021. The Business Manager is entitled to 80% of his (2022-23) Contract as an earned retention bonus at the completion of that contract year. This amount will be provided to the Business Manager if he formally resigns prior to December 31, 2022. The retention bonus will be provided to his beneficiaries if he dies in office any time he is serving the district – through the end of this two-year contract.

**Liquidated Damages –**

- The retention stipend will be reduced to 75% if notification is received during January of any year; to 73% if notification is received during February of any year; to 70% if notification is received between March 1 and March 15 of any year; and to 65% if notification is received after March 15 of any year.
- The retention stipend will be reduced to 65% regardless of the time frame if the Business Manager accepts a public school Business Manager position in another district prior to completion of this two-year contract or if the Business Manager does not complete any full year of employment due to taking another position or assignment.
- The retention stipend will be null and void if the Business Manager does not complete the full term for any contract year without any of the aforementioned reasons.

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

(14) **Savings Clause.**

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force. Any item regarding employment of Business Manager not specifically addressed in this contract will be subject to general administrative guidelines as per Board Policy.

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

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager

WITNESS: \_\_\_\_\_



Terry Nebelsick Ed.S

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December 7, 2020

Huron School Board  
Huron School District Staff  
Huron Community

Re: Retirement Announcement

Dear Friends:

After prayerful consideration over the past several months, I am submitting my letter of resignation, effective June 30, 2021, and announcing my retirement. I'm proud to have worked in education for 42 of the past 44 years, and I am humble to have had the support of the Huron community for 27 years, first as HHS principal and the past decade as your superintendent.

This is an "Ecclesiastes moment" for Diana and me, as we look forward to a different season of our lives. We want to spend time with grandchildren while they are still young enough to want us around, and be available to my parents as we are blessed that they are still with us. We look forward to a "bucket list" that is only possible due to the career opportunities that you have given me with over the past quarter century.

I want to express my gratitude to our tremendous teachers, support staff, and administrative team for the "Agape Love" they have displayed for every child in their journey to adulthood. I am so grateful to the parents (many my former students) for trusting your children to us and partnering with us to give them the best chance at a bright future. I will never forget the generosity of the Huron taxpayers to provide the best facilities in the state and the compensation package for our employees that allows us to draw the best of the best to live in Huron and work with our students.

This early resignation gives you an opportunity to get the best applicant pool possible for your next superintendent. I will avail myself to whatever support you desire in the search for new leadership over the coming 7 months.

We love Huron, and plan to be residents of Huron and supporters of the Tigers.

Forever grateful,  
Terry

# **BLUE, WHEELER & BANKS LLP**

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December 7, 2020

Tim Van Berkum, President  
Huron School Board  
PO Box 949  
Huron, SD 57350-0949

RE: Resignation

Dear President Van Berkum,

Due to my election as a state senator with a term commencing this January, I am hereby resigning my position as a member of the Huron School Board effective December 15, 2020. I am aware that pursuant to SDCL 13-8-24 this resignation is not effective until my successor has been appointed and qualified as prescribed by law.

I have greatly enjoyed serving as a school board member for over eight years. We have a wonderful faculty and staff who are dedicated to educating the children of our community. I was blessed to serve this entire time with Terry Nebelsick as superintendent and Kelly Christopherson as business manager. Together they make up the strongest leadership team of any district in the state. With them in charge, I knew that the district was in good hands and that the board could focus on the broader issues instead of day-to-day matters.

Education is essential to a functioning democracy. Having dedicated board members leading the district is necessary to ensure that this vital job is done correctly. I encourage the rest of the board to stay vigilant in that role. During my time, I often stressed the importance of our board's goal that each child read at grade level because reading is foundational to all other learning. I implore the board to not let up on this and to always push for greater student achievement at reading.

Finally, stay inquisitive. Although we all do our homework before each board meeting, do not be afraid to ask questions in public during the meeting. Even if you think you know the answer, our questions help the public to learn more about the issues being discussed. As elected leaders, we represent the public and act on their behalf. Our questions are an important part of public accountability.

It has been an honor to serve with you, and I look forward to continuing to work you further in my new role.

Sincerely,



David K. Wheeler