

**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 – SPECIAL MEETING**  
**Instructional Planning Center/Huron Arena**  
**Monday, March 22, 2021**  
**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**

March 27	School Board Election Forum – 9:45 a.m. – Fine Arts Center
April 2	Holiday Break / No School
April 5	Vacation Day / No School
April 12	Board of Education Meeting – 5:30 p.m. – IPC
April 13	School Board Election
April 14	Early Release
April 26	Board of Education Meeting – 5:30 p.m. – IPC
May 5	Early Release
May 10	Board of Education Meeting – 5:30 p.m. – IPC
May 19	Baccalaureate – 8:00 p.m. – Huron Arena
May 21	Last Day of Classes / Early Release
May 23	Graduation – 2:00 p.m. – Huron Arena
May 24	Teacher Checkout
May 24	Board of Education Meeting – 5:30 p.m. – IPC
May 31	Memorial Day Holiday
6. **Community Input on Items Not on the Agenda**
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
  - a)
8. **CONSENT AGENDA**

**The Superintendent of Schools recommends approval of the following:**

  - a) **Board Approval of New Hires**

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

    - 1) Shane Hartman "Volunteer" – Track Program
    - 2) Tricia Wehrmann/Administrative Assistant-Buchanan/\$16.33 per hour

- 3) April 13, 2021 City-School Election Workers to be Paid \$250.00
  - Barb Lorenz
  - Joy Petersen
  - Christine Palleria
  - Julie Kasperson
  - Mary Fuchs
  - Louise Bauman
  - Janelle Bischoff
  - Betty Albright
  - Toni Baum
  - Linda McGirr

**b) Contracts for Board Approval**

- 1) Ally Kacmarynski/4<sup>th</sup> Grade Teacher-Washington/\$45,886 per year
- 2) Laura Alix/ESL Teacher – Middle School/\$46,055 per year
- 3) Sarah Carr/4<sup>th</sup> Grade – 8<sup>th</sup> GBB – 7<sup>th</sup> VB/\$52,734 per year

**c) Resignations for Board Approval**

- 1) Colleen Jensen/Teacher-Huron Colony/9 years
- 2) David Jensen/Para-Educator-Huron Colony/5 years
- 3) Tricia Wehrmann/Kindergarten Para-Educator/12 years
- 4) Loren Struble/Girl’s Assistant Golf Coach/12 years/Effective Spring 2022
- 5) Leah Hofer/Teacher – High School/1 year

**d) Consideration and Approval of Bills**

- e) Request Approval of “Emergency Concessions Workers” for tournaments to be held in the Huron Arena. These workers are currently employed in the HSD School Nutrition Department.**

- f) Advertising Agreement – Huron Arena:**  
American Family Insurance – Volquardsen & Associates, Inc.

- g) Request Permission to have Huron Public Library Staff come into the building during ESL Summer School – June 7 – June 24, 2021**

(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:**

- Jessica (School Nurse – Buchanan & Washington) and Phillip Van Diepen on the birth of their son, Tyler James born on March 9, 2021. Tyler weighed 7lbs, 13oz and was 20 ¼ inches long. He joins brother Brandon and sisters Lauren and Miranda.

**THANK YOU TO:**

- Huron School District Staff that worked the State B GBB Tournament – great job!

**10. REPORTS TO THE BOARD**

- a)

**11. NEW BUSINESS**

- a) Renew Lease with Head Start for McKinley for 2021-2022

**12. REPORTS TO THE BOARD**

- a) Classified Employee of the Month – Presented by Kathie Bostrom  
Aaron Mudge, Substitute Bus Driver – Transportation Department has been selected as Classified Employee of the Month for May 2021. Nomination comments are included in this packet. Congratulations Aaron!

- b) Good News Report – Madison 2-3 Center – Dru Strand & Kyle Johnson – Coding in the Classroom
- c) Superintendent’s Report

**13. OLD BUSINESS**

- a) Policy GDA-19 Support Service Positions (Custodian) – 2<sup>nd</sup> Reading
- b) Policy GDA-19.1 Support Service Positions (HHS/HMS Foreman Custodian) – 2<sup>nd</sup> Reading
- c) Policy GCA-22 Professional Staff Description – School Social Worker – 1<sup>st</sup> Reading
- d) Handbook Revision – Huron High School – Graduation Paths – 2<sup>nd</sup> Reading

**14. NEW BUSINESS**

- a) Request from Mr. Radke to Allow the Dance to Take Place at Prom

**15. EXECUTIVE SESSION**

1-25-2 Executive or closed meetings may be held for the sole purposes of:  
(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

**16. ADJOURNMENT**

April 13, 2021 City-School Election workers to be paid \$250.00:

Barb Lorenz

Joy Petersen

Christine Palleria

Julie Kaspersen

Mary Fuchs

Louise Bauman

Janelle Bischoff

Betty Albright

Toni Baum

Linda McGirr

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

**Ally Kacmarynski**

**March 15, 2021**

**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 **8/9/2021** 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.

BA  
Hired 2021-2022 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 9. 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 MARCH 19, 2021\*\*\***

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 17 day of March 2021

Witness: Dolly Kenables

Print Name: Ally Kacmarynski

Sign here: Ally Kacmarynski  
Teacher



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

**Laura Alix**

**March 16, 2021**

**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 \$ 46055 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 8/9/2021 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.

BA  
Hired 2021-2022 W/BA & 1 year 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 9. 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.



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 17 day of March, 2021

Witness: Coleman

Print Name: Laura Alix

Sign here: Laura Alix  
Teacher

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

Sarah Carr

March 16, 2021

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 \$ 52734 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 8/9/2021 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.

BS

Hired 2021-2022 W/BS and 0 years of teaching experience. The above salary includes \$3,390 (ES-0) for 8th GBB and \$3,458 (ES-1) 7th Gr VB;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 9. 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 MONDAY, MARCH 22, 2021\*\*\*~~

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 18<sup>th</sup> day of March, 2021

Witness: Dorey Venables

Print Name: Sarah Carr

Sign here: Sarah Carr  
Teacher

March 8, 2021

Rodney Mittelstedt  
Huron Colony  
40068 Huron Colony Lane  
Huron, SD 57350-8001

Dear Mr. Mittelstedt,

After 25 years as an educator, it is time for retirement. Because of my personal plan of retirement, this correspondence is to give my resignation as teacher at Huron Colony at the end of my 2020-2021 contract.

In the past three decades, I have instructed so many young people of diverse populations including Gifted Education, Native American STEM programs, to students from around the world and now the kind German children at Huron Colony. They have gone on to benefit their communities, culture, and society in many ways. My work bringing academic competitions such as Destination Imagination and Quiz Bowl to the district and middle school, has also been rewarding. This truly makes me feel accomplished with my career choice and my performance, as well. Every year, it seems that more past students come to see me.

They explain how their lives were changed during their time under my care. Many of them give me a little credit for their hard work. This is why teaching is the most rewarding career in the world. I have spent so many years learning about places all over the globe and now with more years behind me than before me, I desire to spend my remaining time with our children, grandchildren, our families, and friends, as well as travel a little.

Please accept my resignation and know that I have truly enjoyed my time in Huron School District.

Best regards,

  
Colleen K. Jensen



March 8, 2021

Rodney Mittelstedt  
Huron Colony  
40068 Huron Colony Lane  
Huron, SD 57350-8001

Dear Mr. Mittelstedt,

I am writing to inform you that I will be retiring from Huron School District, effective May 24, 2021.

I greatly appreciate the time I've spent in Huron School District and especially the wonderful Special Education and ESL students.

Best regards,

  
David L. Jensen

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

**Subject:** Resignation

**Date:** March 10, 2021 at 12:15:13 PM CST

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

Please accept my resignation as a kindergarten para effective upon my replacement.

Thank you,  
Patricia Wehrmann

Sent from my iPad

January 21, 2021

Dear Mr. Rotert,

I would like to request that you accept my resignation as assistant golf coach for the Huron Tiger girl's golf program in 2022. I am looking forward to the *last year* spring of 2021 to coach one last time if the pandemic will allow it. I have enjoyed working with the many fine golfers over the years in the program. I would like to thank you for hiring me when the opportunity arose for this position. I also would like to thank Coach Rozell. He is a fine coach for the young athletes, easy to work with every day and a great role model for the girls. I realize this has been an extraordinarily eventful 2020 for all involved. It seems like a good time to bow out after this spring and give you the opportunity to choose an assistant to continue coaching with Mr. Rozell. I and Jan plan to spend more time with our grandkids and their families in the future.

Again, thank you for making my coaching experience a pleasant one and I look forward to helping where needed in the future.



Sincerely,



Loren Struble

**From:** "Hofer, Leah" <Leah.Hofer@k12.sd.us>  
**Date:** Wednesday, March 17, 2021 at 11:42 AM  
**To:** Mike Radke <Mike.Radke@k12.sd.us>  
**Subject:** Letter - Hofer

Good Afternoon:

I'm writing to inform you of my upcoming plans that have developed recently. Today, I accepted a job offer to teach at Wolsey-Wessington School for the upcoming 2021-2022 school year, so I will not be signing a contract to continue teaching at Huron High School. I so value the experience that I have had here, and I am looking forward to this next step. I will get to be in the same school as my son (who has special needs) this next year, and that is something that I believe will be beneficial for him and for my family.

I have attached my letter of resignation in case that is what is needed to confirm my leaving.

Please let me know if there is anything else you need from me.

Thank you,

*Leah Hofer*

Language Arts

Huron High School

Board Report - Listing of Bills

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
Checking		1		
<b>Checking</b>	<b>1</b>	<b>Fund: 10 GENERAL FUND</b>		
MAINSTAY SUITES		TRAVEL	2,668.00	
NORTHWESTERN ENERGY		UTILITIES	2,645.32	
SD DEPART OF EDUCATION		REFUND	500.00	
		<b>Fund Total:</b>		<b>5,813.32</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 32 BOND REDEMPTION FUND-ELEMENTARY</b>		
MEIERHENRY SARGENT LLP		PROF SVC	9,149.25	
		<b>Fund Total:</b>		<b>9,149.25</b>
		<b>Checking Account Total:</b>		<b>14,962.57</b>



### ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 16<sup>th</sup> day of March, 2021, by and among ~~KRISTAL VOLGUARDSEN AGENCY, INC.~~ ("Advertiser"), and HURON SCHOOL DISTRICT 2-2 ("Owner"). *Volguardsen & Associates, Inc.*

WHEREAS, the Owner has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Owner hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Owner in accordance with Attachment A at all events to be held within, around and/or at the Facility.
2. Fabrication of Panel(s). The initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A shall be provided by the Advertiser. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall pay any expenses incurred due to signage. Advertising copy layout approval is required by both the Owner and the Advertiser.
3. Term. This Agreement and the grant of Advertising hereunder shall be for a term of one (1) year beginning on January 1, 2021 and ending on December 31, 2021.
4. Advertising Fees. In consideration for the Advertising granted in Attachment A, Advertiser shall pay the sum of Two Thousand Five Hundred Dollars (\$2,500) per year, prorated to \$1,250 for a partial 2021 year, payable per Attachment B (Payment Schedule). The payments shall be directed to the Owner at the address specified on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.
5. Casualty; Impairment; Extension. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 4.
6. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Owner shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

Advertiser Initial   *KV*  

Owner Initial \_\_\_\_\_

7. Limitation of Liability. The entire liability of Owner to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Owner be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Owner knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Owner from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from the negligence or fault of the Owner or the Owner's agents or employees with respect to its operation of the Equipment or otherwise.

8. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, OWNER EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Owner.

10. Marketing Materials. The Advertiser acknowledges and agrees that Owner may, and hereby authorizes Owner to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.

11. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law, or governing bodies or the Owner's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, nor Owner are partners or joint venturers with the other or others.

Advertiser Initial LV

Owner Initial \_\_\_\_\_

## ATTACHMENT A ADVERTISING SPECIFICATIONS

### VICTORY PARTNERSHIP PACKAGE FOR THE HURON ARENA

#### SIGNAGE ENTITLEMENTS

##### **Main Arena**

- One (1) panel on north end of arena on railing around main floor. Approximately 3' h x 4' w.
- Two (1) panels on 2<sup>nd</sup> floor concourse, approximately 28" h x 42" w.
- One (1) panel on concourse stairwell railing, approximately 18" h x 48" w.

Advertiser Initial   *KW*  

Owner Initial \_\_\_\_\_

## ATTACHMENT B PAYMENT SCHEDULE

**Agreement year 2021:** For services rendered January 1, 2021 to December 31, 2021.

Payment #1: \$1,250 Payment due on or before June 1, 2021

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

**ADVERTISER:** American Family Insurance - Volguardsen & Associates, Inc.

By [Signature]  
[authorized signature only]

Kristal Volguardsen  
[print or type name clearly]

Title President  
Dated 3-11-2021

**Contact Information**

Name: Kristal Volguardsen  
Address: 113 E 3rd St. ~~PO~~ or 312 Kansas Ave SE  
City, State, Zip: Miller, SD 57362 Huron, SD 57350  
Phone: 605-352-4943  
Fax: 855-299-1878  
Email Address: Kvolguar@amfam.com

**OWNER:** HURON SCHOOL DISTRICT 2-2

By \_\_\_\_\_  
[authorized signature only]

\_\_\_\_\_  
[print or type name clearly]

Title \_\_\_\_\_  
Dated \_\_\_\_\_

**Contact Information**

Kelly Christopherson, Business Manager  
Huron School District 2-2  
PO Box 949  
Huron, SD 57350  
605-353-6995  
[Kelly.christopherson@k12.sd.us](mailto:Kelly.christopherson@k12.sd.us)

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, entered into on the 15 day of March, 2021, by and between Huron School District No. 2-2, Huron, South Dakota, hereinafter referred to as "Lessor", and North East South Dakota Head Start, Huron, South Dakota, hereinafter referred to as "Lessee",

### RECITALS

- A. Lessor is the sole owner of the premises described below, and desires to lease the same;
- B. Lessee is in the business of educating preschool children and desires to lease space from Lessor;
- C. The parties desire to enter into a Lease Agreement defining their respective rights, duties, and liabilities relating to the premises;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### I. DESCRIPTION OF PREMISES

- A. Lessor leases to Lessee the building known as McKinley School, located on the corner of 7<sup>th</sup> Street NW and Dakota Avenue N, Huron, Beadle County, South Dakota, which is located upon the following described real property owned by Lessor:

All of OutLot A, less McKinley School Lots 1 and 2, McKinley School Park Addition to the City of Huron, Beadle County, South Dakota.

- B. The demised premises shall be used for the purpose of providing educational opportunities to preschool children and no other purposes.

### II. TERM OF LEASE

- A. This Lease Agreement shall commence July 1, 2021 and terminate June 30, 2022; unless terminated sooner as provided herein.
- B. Lessee shall surrender the premises to Lessor immediately upon termination of the lease.

### III.



## **RENTAL**

- A. Lessee shall pay as rent for the term of the Lease Agreement a minimum of \$1,250 per month, for a total of \$15,000 per year. However, Lessee's actual rental payment may exceed said amount since Lessee shall always be responsible for the cost of utilities to operate said demised premises. Based upon Lessor's previous use of said demised premises, the estimated cost of said utilities is approximately \$15,000 per year, or \$1,250 per month. However, Lessee shall always pay the actual amount of said utilities which shall include, but not necessarily be limited to, electricity, gas, water/sewage, one phone line that is used to monitor the fire alarm and boiler, and the cost of Lessor's Honeywell Agreement. That Agreement is for monitoring the fire alarm and the boiler system and provides coverage for boiler and temperature control equipment. However, even if the cost of utilities does not exceed \$1,250 per month or \$15,000 per year, Lessee shall always pay a minimum of that amount. Said rent shall be paid on the 10<sup>th</sup> day of each month for the preceding month's rental and payment shall be made to Lessor at Lessor's business address located in Huron, South Dakota.
- B. On Lessee's failure to pay the rental on a timely basis, the Lessor shall have the right to terminate this Lease Agreement and the Lease Agreement shall then be forfeited.

## **IV. INSURANCE**

The Lessee shall, throughout the term of this lease, at its own cost and expense, procure and maintain public liability insurance with respect to Lessee's use and occupancy of the premises, with limits of at least one million dollars for bodily injury and twenty thousand dollars for property damage.

## **V. ABANDONING PREMISES**

Lessee shall not vacate or abandon the demised premises at any time during the term of this Lease Agreement. If Lessee does vacate or abandon the demised premises or is dispossessed by process of law, any personal property belonging to Lessee and left on the demised premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

## **VI. ALTERATIONS AND MODIFICATION; REPAIRS**

- A. Lessee has inspected the demised premises, and they are now in a tenantable and good condition.

- B. Lessee shall take good care of the demised premises and shall not alter, repair, or change the demised premises without the prior, express, and written consent of Lessor.
- C. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of Lessor, but at the expense of Lessee and shall become the property of Lessor and remain on the demised premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the demised premises all partitions, counters, railings, and similarly installed improvements when surrendering the demised premises.
- D. All damage or injury done to the demised premises by Lessee or any person who may be in or on the demised premises with the consent of Lessee shall be paid for by Lessee.
- E. Lessee shall, at the termination of this Lease Agreement, surrender the demised premises to Lessor in as good condition and repair as reasonable and proper use of the premises will permit.
- F. Lessee shall be responsible for making all routine repairs and for performing routine maintenance. Lessee shall permit Lessor and Lessor's agents to enter the demised premises at all reasonable times to inspect them.

**VII.  
LIABILITY OF LESSOR**

- A. Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the demised premises from any cause arising at any time.
- B. Lessee will indemnify Lessor on account of any damage or injury to any person, or to the goods of any person, arising from the use of the demised premises by Lessee, or arising from the failure of Lessee to keep the demised premises in good condition as provided in this Lease Agreement.
- C. Lessee agrees to pay for all damage to the building, as well as all damage or injury suffered by tenants or occupant of the building caused by the misuse or neglect of the demised premises by Lessee.

**VIII.  
DESTRUCTION OF PREMISES**

- A. In the event of a partial destruction of the demised premises during the term this Lease Agreement from any cause, Lessor shall promptly repair the demised premises, provided the repairs can be made within 60 days under the laws and

regulations of applicable governmental authorities. If repairs cannot be made within 60 days, Lessor may terminate the lease at Lessor's option.

- B. A total destruction of the building in which the demised premises are situated shall terminate this Lease Agreement.

#### **IX.**

#### **ASSIGNMENT AND SUBLEASE**

- A. Lessee shall not assign any rights or duties under this Lease Agreement nor sublet the demised premises or any part of the demised premises, nor allow any other person to occupy or use the demised premises without the prior, express, and written consent of Lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void.
- B. This Lease Agreement shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

#### **X.**

#### **BREACH OR DEFAULT**

Lessee shall have breached this Lease Agreement and shall be considered in default under this Lease Agreement if: (1) Lessee fails to pay any rent when due and does not make the delinquent payment within 10 days after receipt of notice from Lessor; or (2) Lessee fails to perform or comply with any of the covenants or conditions of this Lease Agreement and such failure continues for a period of 10 days after receipt of notice from Lessor.

#### **XI.**

#### **TERMINATION**

Lessee shall have the privilege of terminating this agreement upon 90 days written notice to Lessor should Lessee's federal funding be terminated. Lessor shall be permitted to terminate this Lease Agreement upon 90 days written notice to Lessee, with cause.

#### **XII.**

#### **GOVERNING LAW**

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

**XIII.  
ENTIRE AGREEMENT**

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

**XIV.  
MODIFICATION OF AGREEMENT**

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.


**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the date and year first above written.

**HURON SCHOOL DISTRICT NO. 2-2**

BY: \_\_\_\_\_

ITS: Board President

**NORTH EAST SOUTH DAKOTA  
HEADSTART**

BY: 

ITS: Executive Director

## Classified Employee of the Month

Name	<u>Aaron Mudge</u>
Position	<u>Substitute Bus Driver</u>
Date	<u>May 2021</u>

Due to his appointment as a full time pastor, Aaron regretfully had to resign his position as the driver of route #3 in June of 2019. In August of 2020, Aaron received a phone call from me, basically begging him to come back as a substitute bus driver. We were desperately short of substitute drivers going into the start of the 2020-2021 school year. I am forever grateful and indebted to Aaron because he agreed to come back and help as a substitute driver. Now mind you, he did put restrictions on my asking him to drive...he wouldn't allow me to assign him to drive every day. ☺

With that in mind, Aaron has been second to none with his commitment to helping the Huron School District Transportation Department. I may not ask of his services every day, but I have several times a week every week since the first day of school this year. I know that there have been times when Aaron should have told me no because of his other commitments and responsibilities, but he has more times than not come to my rescue, Aaron truly cares about our students and about this department being successful at providing safe and consistent transportation for them.

Even with the stress and time requirements of his full time career responsibilities, as well as, making time to be a loving and committed spouse, Aaron always shows up to drive with a smile on his face and a very positive attitude. He is always very happy to help out however he can and you can literally feel that positive energy coming from him. These things alone have been priceless and very uplifting to us in this year full of struggles.

Aaron, I can't thank you enough for your service to student bussing and your dedication and loyalty to this department. Congratulations on being such a deserving classified employee of the month for the Huron School Transportation Department.

With never ending gratefulness,

Kathie Bostrom  
Director of Transportation





**Huron School District #2-2**

Policies and Regulations

Code:  
GDA-19 Support Service  
Positions (Custodian)

**SUPPORT SERVICE POSITIONS**  
**(CUSTODIAN)**

**QUALIFICATIONS**

1. Similar work experience desirable.
2. Good health and physical ability to perform duties of custodian.
3. Must be able to lift 50#.

**RESPONSIBILITIES**

1. Performs daily housekeeping tasks of cleaning building and maintaining grounds and equipment, utilizing proper cleaning methods.
2. Performs duties as assigned by foreman custodian (HHS/HMS), building principal and the buildings and grounds director.
3. Inspects building and grounds and corrects or reports any unsafe conditions.
4. Checks fire alarm system as required by law and reports any deficiencies to the building principal or buildings and grounds director.
5. Reports acts of vandalism and person(s) responsible to building principal.
6. Presents a neat appearance and professional manner at all times.
7. Is able to work without direct supervision while performing their duties.
8. Establishes good rapport with pupils, administrators, staff and public.
9. Is punctual and follows building schedule.
10. Attends custodial workshops and demonstrations when requested.
11. Is knowledgeable about school policies.
12. Assumes other duties as may be assigned.

\*Is supervised by foreman custodian (HHS/HMS), building principal and buildings and grounds director.



## Huron School District #2-2

Policies and Regulations

Code:  
GDA-19.1 Support Service  
Positions (HHS/HMS Foreman  
Custodian)

### **SUPPORT SERVICE POSITIONS (HHS/HMS FOREMAN CUSTODIAN)**


#### QUALIFICATIONS

1. Similar work experience desirable.
2. Good health and physical ability to perform duties of custodian and supervisor.
3. Must be able to lift 50#.

#### RESPONSIBILITIES

1. Responsible for the overall cleanliness and maintenance of the (HHS/HMS) building.
2. Responsible for the maintenance of but not limited to roof top units, boilers, motors, minor plumbing issues, and minor electrical issues.
3. Responsible for ensuring the custodians within the building are performing duties as required.
4. Performs daily housekeeping tasks of cleaning building and maintaining grounds and equipment, utilizing proper cleaning methods.
5. Performs duties as assigned by building principal and the buildings and grounds director.
6. Inspects building and grounds and corrects or reports any unsafe conditions.
7. Checks fire alarm system as required by law and reports any deficiencies to the building principal or buildings and grounds director.
8. Reports acts of vandalism and person(s) responsible to building principal.
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\*Is supervised by building principal and buildings and grounds director.

	<b>Huron School District #2-2</b>	Code: GCA- 22 Professional Staff Description – School Social Worker
	Policies and Regulations	

### **Professional Staff Description – School Social Worker**

A school social worker provides interventions with students and their families to assist them with the following:

1. Working with students, parents, and school staff members to intervene in a wide range of personal / social concerns to help students become and remain successful at school.
2. Working with principals in identifying students qualifying under Title I-D
  - a. Children and youth who have been adjudicated within the juvenile justice system but have returned to school
  - b. Migrant children
  - c. Immigrant children
  - d. Pregnant and parenting youth
  - e. Children who are at-risk of school failure or who have failed before
  - f. Children who have limited English proficiency
  - g. Children who have dropped out of school
3. Establishing collaborative professional relationships within the school, district, and community.
4. Participating in building level team meetings such as TAT, IEP, etc.
5. Assisting students and their families to access appropriate community agencies and service providers.
6. Assessing and improving family engagement; supports families in communicating effectively with school personnel.
7. Intervening in excessive absence or truancy cases.
8. Working collaboratively with school counselors and other school personnel to support student success.
9. Pursuing professional growth and development.
10. Performing other duties as assigned.