

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, September 13, 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**

| | |
|--------------|--|
| September 17 | Homecoming – Early Release |
| September 27 | Board of Education Meeting – 5:30 p.m. – IPC |
| October 6 | Early Release |
| October 11 | Native American Day – No School |
| October 12 | Board of Education Meeting (TUESDAY) – 5:30 p.m. – IPC |
| October 25 | Board of Education Meeting – 5:30 p.m. - IPC |
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, Board Members, and volunteers must be approved in order to be covered by our workers' compensation plan.

 - 1) Melanie Freiermuth/School Nutrition-HS Cashier/\$16.95 per hour
 - 2) Lynn Erickson/Special Education Para/\$18.70 per hour
 - 3) Jessica Magness/Substitute Nurse/\$30 per hour
 - 4) Laurie Marcus/Substitute Nurse/\$30 per hour
 - 5) Lindsey Boomsma/Special Education Para/\$18.04 per hour
 - 6) Whitney Haake/Special Education Para/\$19.70 per hour
 - 7) Leia Cuff/10 Month Admin Assistant-HMS/\$17.50 per hour
 - 8) Garth Couey/Substitute Bus Driver/\$30 per hour
 - 9) Shawn Holmquist/Substitute Bus Driver/\$30 per hour
 - 10) Chrystal Martens/Substitute Bus Driver/\$30 per hour
 - 11) Henry Hanten/Substitute Bus Driver/\$30 per hour

- 12) Bethany Peters/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour
- 13) Josi Hauge/School Nutrition-Assistant Cook/\$18.68 per hour

e) Contracts for Board Approval

- 1) Courtney Clarke/Revised Contract-MS Track Coach/\$50,542 per year
- 2) Sharon Engelhart/Revised Contract-7th Class Taught/\$63,296 per year
- 3) Lisa Kissner/Revised Contract-7th Class Taught/\$71,114 per year
- 4) Christian Small/Revised Contract-50% MS Memory Book/\$48,399 per year
- 5) Melody Witte-Trowbridge/Revised Contract-50% MS Memory Book/\$58,656 per year
- 6) Chad Zachrison/5th Gr Teacher-Washington/\$47,332 per year
- 7) Michelle Dickson/Revised Contract-7th Class Taught/\$60,438 per year
- 8) Brandi Fitzgerald/Revised Contract-7th Class Taught/\$62,913 per year

f) Resignations for Board Approval

- 1) Garth Couey/Bus Driver/1 year
- 2) Shawn Holmquist/Bus Driver/3 years
- 3) Vina Meh/School Nutrition-MS Lunch Monitor/1 year

g) Request Approval of Statement of Work from Larson’s Early Childhood Professional Services

h) Permission Request to Use a Bus for a tour during the State Conference of the South Dakota Solid Waste Management Association – September 21, 2021

i) Request for Approval of Open Enrollment Request

The administration has received open enrollment request #OE-2021-11 for Board approval.

(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:**



THANK YOU TO:

- **Farmers & Merchants Bank** for the donuts that were shared with the Buchanan K/1 Center Staff.
- **Huron Regional Medical Center** for the 200 boxes of Kleenex donated to Buchanan from the employees of HRMC to help get through the cold & flu season.
- **The Spanish & Karen Interpreters and everyone** that helped with the 4 days of Kindergarten screenings. Your willingness to help and your flexibility made this year’s screenings run smoothly and efficiently.
- **Independent Health Solutions** for their donation of 30 State Fair tickets for various individuals to attend the State Fair.

10. REPORTS TO THE BOARD:

- a) **Business Manager’s Report**
- b) **Superintendent’s Report**

11. OLD BUSINESS

- a) **Policy JFABD – Education of Homeless Students – 2nd Reading**
- b) **Policy GDBA-3(N) Support Staff Hiring Schedules – Para-Educators/2nd Reading**

- c) Policy GDBA-5(N) Support Staff Hiring Schedules – Food Service/1st Reading
- d) Policy GDE – Part-Time/Substitute Support Staff Employment/Wages/2nd Reading
- e) Policy JHCDE – Administration of Medical Cannabis to Qualifying Students - 2nd Reading
- f) Policy JHCDE-E(1) – Administration of Medical Cannabis to Qualifying Students – Medical Cannabis Administration Plan – 2nd Reading
- g) Policy JHCD – Administration of Medications to Students – (Old & New Policy) 2nd Reading
- h) Policy GBEB – Drug Free Workplace – 2nd Reading

12. **NEW BUSINESS**

- a) Technology Plan – 1st Reading
- b) Request to Use Tiger Stadium – Activities Director Terry Rotert, on behalf of the Huron Junior Athletics, would like to request the use of Tiger Stadium for two football games on October 14, 2021 starting at 6:00 p.m.
- c) Request to Use Huron Arena – Activities Director Terry Rotert would like to request that Huron be allowed to be a host site for B/A SODAK Volleyball on November 9, 2021 if the SDHSAA requests to use the Huron Arena for the event.
- d) Request to Use High School Auditorium – HS Principal Mike Radke, on behalf of the Huron Concert Association, would like to request the use of the HS Auditorium on Saturday, September 18th for a concert.
- e) Select Delegate for ASBSD Delegate Assembly
- f) 2022 ASBSD Legislative Resolutions
- g) 2021 ASBSD Standing Positions

13. **ADJOURNMENT**

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

Courtney Clarke

August 18, 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 **\$ 50542** 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 8/17/2021 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

BS

Hired 2020-2021 W/BS and 3 years of teaching experience. The above salary includes \$2633 (ES-0) for MS Track Coach;

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY MONDAY, AUGUST 23, 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 23 day of August, 2021

Print Name: Courtney Clarke.....

Witness: Lisa Can.....

Sign here: [Signature].....
Teacher

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

Sharon Engelhart

August 18, 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 **\$ 63296** 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 **8/17/2021** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

MS

The above salary includes \$6273 which is compensation for a 40 minute 7th class taught both semesters during the 2021-22 school year and includes 40 minutes of prep time daily outside of the current 8 hr day;

*****CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY MONDAY, AUGUST 23, 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 23 day of August 2021

Witness: Kristi Winegar

Print Name: Sharon Engelhart

Sign here: Sharon Engelhart
Teacher

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

Lisa Kissner

August 23, 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 **\$ 71114** 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 **8/17/2021** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

MA

The above salary includes \$4212 (ES-10) for 7th Gr GBB/\$4212 (ES-10) for 7th Gr VB/ and \$3160 (E-10) for 7th Gr G Track. The above salary also includes \$5899 which is compensation for a 40 minute 7th class taught both semesters during the 2021-2022 school year and includes 40 minutes of prep time daily outside of the current 8 hour day.

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, APRIL 23, 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 24th day of August, 2021

Witness: Tammy Barnes

Print Name: Lisa Kissner
Sign here: Lisa Kissner
Teacher

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

Christian Small

August 24, 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 **\$ 48399** 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 **8/17/2021** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

BS

Hired 2019-2020 - BS - No formal teaching experience. The above salary includes \$732 (ES-0) for 50% MS Memory Book;

*****CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY, AUGUST 31, 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 25 day of 2021 2021

Witness: Jacora Willemssen

Print Name: Christian Small

Sign here: Christian Small

Teacher

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

Melody Witte-Trowbridge

August 24, 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 \$ **58656** 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 8/17/2021 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

MS

2016 Earned Masters Degree + \$1,500. The above salary includes \$732 (ES-0) for 50% MS Memory Book;

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY, AUGUST 31, 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 31 day of August 2021

Witness: Gracelyn Jones

Print Name: Melody Witte-Trowbridge

Sign here: Melody Witte-Trowbridge
Teacher

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

Chad Zachrison

August 26, 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 \$ **47332** 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 **8/23/2021** 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 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.

BA

Hired 2021-2022 W/BA & 0 years of teaching experience. A Hiring Bonus will be paid in four installments under the following conditions: 1) Signing & completing 2021-22 contract: Pre-pd \$2500 on 9/20/21. 2) Offered, signing, & completing 2022-23 contract: pre-pd \$2500 on 6/20/22. 3) Offered, signing, & completing 2023-24 contract: pre-pd \$2500 on 6/20/23; 4) Offered, signing, & completing 2024-25 contract; pre-pd \$2500 on 6/20/24. The bonus is NOT reflected in the contract total.

CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY, SEPTEMBER 7, 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 31st day of August, 2021

Witness: Dolly Vandele

Print Name: Chad Zachrison

Sign here: [Signature]

Teacher

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

Michelle Dickson

September 1, 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 **\$ 60438** 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 **8/17/2021** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

MS
Hired 2016-2017 W/BS and 3 years of tchg experience. BS + 15 (+ \$1,500.00) Earned August 2016. Earned MS August 2018 - +1,500. The above salary includes \$8634 which is compensation for a 7th class taught both semesters during 2021-22 school year and includes one hour of prep time daily outside of the current 8 hr day.

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY, SEPTEMBER 8, 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 ...^{7th}... day of September 2021

Print Name: Michelle Dickson.....

Witness: ... Amy Kaufman

Sign here: Michelle Dickson.....
Teacher

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

Brandi Fitzgerald

September 1, 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 **\$ 62913** 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 **8/17/2021** 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, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

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 May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. 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.

MS
Earned MS August 2018 - +1,500. The above salary includes \$1790 (ES-1) for Social Media Coordinator. The above salary also includes \$8732 which is compensation for a 7th class taught both semesters during the 2021-22 school year and includes one hour of prep time daily outside of the current 8 hr day.

CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY, SEPTEMBER 8, 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 7th day of Sept 2021

Witness: R. Quinn

Print Name: Brandi Fitzgerald

Sign here: Brandi Fitzgerald
Teacher



Kathie Bostrom
Director of Transportation
700 Lincoln Ave NW
Mailing: 150 5th St. SW
Huron, SD 57350
P: (605) 353-6989
F: (605) 353-8567
kathie.bostrom@k12.sd.us

August 30, 2021

Dear Dr. Steinhoff and Huron School District School Board,

It is with deep regret that Garth Couey informed me that he would not be able to continue to drive route #8 as a regular route driver. However, he would continue his employment with the Huron School District as a substitute driver for the 2021-2022 school year.

Yours in student transportation safety,

A handwritten signature in black ink that reads 'Kathie J. Bostrom'.

Kathie Bostrom
Director of Transportation



Kathie Bostrom
Director of Transportation
700 Lincoln Ave NW
Mailing: 150 5th St. SW
Huron, SD 57350
P: (605) 353-6989
F: (605) 353-8567
kathie.bostrom@k12.sd.us

August 30, 2021

Dear Dr. Steinhoff and Huron School District School Board,

It is with deep regret that Shawn Holmquist informed me that he would not be able to continue to drive route #11 as a regular route driver. However, he would continue his employment with the Huron School District as a substitute driver for the 2021-2022 school year.

Yours in student transportation safety,

Kathie J. Bostrom

Kathie Bostrom
Director of Transportation

09/08/2021

my last day will be on the 09/10/2021. Because
~~I got~~ there is no babysitting for my child.

Thank you

Vina meh

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 23, 2021 | 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 23, 2021 (the “Agreement”).

This statement of work is effective as of August 23, 2021, 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 23, 2021 and shall continue through August 19, 2022

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 and BDI3 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, BDI 3 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 | Ralyna Schilling (605-353-6997) |

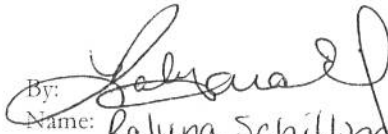
Invoice Procedures


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: Ralyna Schilling
Title: Director of Special Services

By: 
Name: Kristie Larson
Title: ECSE / Professional Services / B-3
8-16-2021

By: _____
Name: _____
Huron School Board of
Education President

Christopherson, Kelly

From: Bostrom, Kathie
Sent: Wednesday, September 1, 2021 11:31 AM
To: Christopherson, Kelly
Subject: FW: [EXT] Bus for tours - September 21

From: South Dakota Solid Waste <sdsolidwaste@yahoo.com>
Sent: Wednesday, September 1, 2021 10:15 AM
To: Bostrom, Kathie <Kathie.Bostrom@k12.sd.us>
Subject: [EXT] Bus for tours - September 21

Hi Kathie

It was great to talk with you this morning, and Thank You for arranging a bus for us for our tours on the afternoon of September 21.


As I mentioned on the phone, here is the itinerary for our facility tours:

12:45-1pm - Load bus at Crossroads Hotel
1:00pm - Leave hotel and drive to Huron Solid Waste Facility - be there approximately 45 min
2:00pm - Leave solid waste facility, drive to Advance Sunflower - be there approximately 45 min
3:00pm - Leave Advance Sunflower, drive to Butler Machinery - be there approximately 45 min
4:00pm - Leave Butler, drive to Northern Foam Company - be there approximately 45 min
5:00pm - Leave Northern Foam, drive back to Crossroads Hotel
5:15pm - Arrive at Hotel

I forgot to ask you on the phone, but how much will it be for the bus and driver for that afternoon?

If there's anything else you need, please let me know. Thanks again!!

Melissa S. Fahy, Executive Director
SDSWMA
PO Box 89802
Sioux Falls, SD 57109
P: 605-216-3256
Email: sdsolidwaste@yahoo.com
Website: www.sdswwa.org


| | | |
|---|-----------------------------------|--------------------------------------|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | JFABD Education of Homeless Students |

Education of Homeless Students

The Huron school district policy is to:

- Ensure the immediate enrollment of children or youth experiencing homelessness until all enrollment records may be secured; i.e., academic records, medical records, proof of residency, or other documentation.
- Keep a child or youth experiencing homelessness in the school of origin, except when doing so is contrary to the wishes of the child's or youth's parent or guardian.
- Ensure the elimination of stigmatization or segregated services and the elimination of other identified barriers for homeless children and youth.
- Provide children or youth experiencing homelessness with services comparable to services offered to other students in the school including the following:
 - Transportation services.
 - Educational services for which the child or youth meets the eligibility criteria, such as services provided under Title I of the elementary and Secondary Education Act of 1965 or similar state or local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency.
 - Programs in vocational career and technical education.
 - Programs for gifted and talented students.
 - School nutrition programs.

Huron district staff will cooperate with other agencies in developing and implementing procedures to effectively and efficiently deal with education of homeless students.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GDBA-3(N) Support Staff Hiring Schedules Para-Educators |
| | Policies and Regulations | |

.90 increase (3.5% x 90%)
.15 steps

Support Staff Hiring Schedules
Para-Educators
2021-2022

GDBA-3 (N)
May 24, 2021

| Step | Licensed SLPA/ PTA/OTA | Class AAA | Class AA | Class A | Class S1 | Class A1 | Class B |
|------|------------------------------|--------------|----------|---------|----------|----------|---------|
| 0 | \$30.00 | \$16.84 | \$16.67 | \$17.87 | \$18.87 | \$17.87 | \$17.36 |
| 1 | \$30.17 | \$17.01 | \$16.83 | \$18.04 | \$19.04 | \$18.04 | \$17.53 |
| 2 | \$30.33 | \$17.17 | \$17.00 | \$18.20 | \$19.20 | \$18.20 | \$17.70 |
| 3 | \$30.50 | \$17.34 | \$17.16 | \$18.37 | \$19.37 | \$18.37 | \$17.86 |
| 4 | \$30.66 | \$17.50 | \$17.33 | \$18.53 | \$19.53 | \$18.53 | \$18.03 |
| 5 | \$30.83 | \$17.67 | \$17.49 | \$18.70 | \$19.70 | \$18.70 | \$18.19 |

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 ‘S1’

One who spends the majority of his/her time working with students with special needs who may need physical assistance using the toilet (may include changing diapers, wiping, changing accidents) or assistance eating, or routinely comes into contact with blood, saliva, or mucous.

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.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GDBA-3(N) Support Staff Hiring Schedules Para-Educators |
| | Policies and Regulations | |

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 | Code: GDBA-5(N) Support Staff Hiring Schedules Food Service |
| | Policies and Regulations | |

.90 increase (3.5% x 90%)
.15 steps

Support Staff Hiring Schedules
Food Service
2021-2022

GDBA-5 (N)
May 24, 2021

| STEP | LEVEL I | LEVEL II | LEVEL III A | LEVEL III B | LEVEL IV A | LEVEL IV B |
|------|---------|----------|----------------|----------------|---------------|---------------|
| 0 | \$17.03 | \$17.31 | \$17.85 | \$18.12 | \$18.62 | \$19.00 |
| 1 | \$17.20 | \$17.47 | \$18.01 | \$18.29 | \$18.79 | \$19.16 |
| 2 | \$17.36 | \$17.64 | \$18.18 | \$18.46 | \$18.95 | \$19.33 |
| 3 | \$17.53 | \$17.80 | \$18.34 | \$18.62 | \$19.12 | \$19.49 |
| 4 | \$17.69 | \$17.97 | \$18.51 | \$18.79 | \$19.28 | \$19.66 |
| 5 | \$17.86 | \$18.14 | \$18.68 | \$18.95 | \$19.45 | \$19.82 |

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 | Code: GDE Part-Time / Substitute Support Staff Employment |
| | Policies and Regulations | |

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
2021-2022

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 | \$30.00 |
| Class AAA | \$16.84 |
| Class AA | \$16.67 |
| Class A | \$17.87 |
| Class S1 | \$18.87 |
| Class A1 | \$17.87 |
| Class B | \$17.36 |

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 \$17.31 per hour for the 2021-2022 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 | \$19.36 |
|-----------------------------|---------|

All non-supervisory substitute custodians will be paid \$17.15 per hour.

Supervisory substitute custodians will be paid \$17.69 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.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | JHCDE: Administration of Medical Cannabis to Qualifying Students |

Administration of Medical Cannabis to Qualifying Students

The School District restricts the administration of medical cannabis during school hours and at school-sponsored activities unless, in accordance with a practitioner’s recommendation, administration of medical cannabis cannot reasonably be accomplished outside of school hours or school-sponsored activities.

The District permits students with a valid registry identification card for medical cannabis under South Dakota law to be administered medical cannabis on school property or at a school-sponsored activity by their parent/guardian or other registered designated caregiver in accordance with this policy and South Dakota law. In order for a parent/guardian or other designated caregiver to administer medical cannabis to a qualifying student, the District will require the following to be provided initially and thereafter at the beginning of each school year and at any time when the qualifying student’s administration of medical cannabis changes:

- Presentation of the student’s valid State of South Dakota Department of Health approved registry identification card or nonresident card with the State of South Dakota Department of Health’s confirmation of registration (a copy of which will be kept by the school in the student’s educational record);
- Presentation of the State of South Dakota Department of Health approved caregiver’s card showing his/her status as the registered designated caregiver for the qualifying student (a copy of which will be kept by the school in the student’s educational record); and
- A written dated and signed certification by the qualifying student’s recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

The parent/guardian or other registered designated caregiver is the only person who may provide, administer, or assist the student with the consumption of medical cannabis. Schools will not store, and school personnel will not administer, medical cannabis.

Administration of medical cannabis to qualifying students shall be in accordance with this policy. Administration of all prescription and nonprescription medications to students shall be in accordance with applicable law and the District’s policy concerning the administration of medications to students.

Definitions

The following definitions apply for purposes of this policy:




Huron School District #2-2

Policies and Regulations

Code:
JHCDE: Administration of
Medical Cannabis to Qualifying
Students

1. “Designated location” means a location identified in writing by the school district in its sole discretion and may include a location on the grounds of the school in which the student is enrolled, upon school property in South Dakota, as that term is defined herein, or at a school-sponsored activity in South Dakota.
2. “Permissible form of medical cannabis” means non-smokable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Patches and other forms of administration that continue to deliver medical cannabis to a qualified student while at school may be appropriate for students who receive ongoing adult assistance or on a case-by-case basis as determined by the district when adequate protections against misuse may be made. Smoking or vaping medical cannabis is strictly prohibited and is not a permissible form of medical cannabis for students in a school setting under any circumstances.
3. “Designated caregiver” means the qualifying student’s parent, guardian or other responsible adult over twenty-one years of age who is the qualifying student’s registered designated caregiver and who has a caregiver’s card approved by the South Dakota Department of Health. In no event shall another student be recognized as a designated caregiver. A designated caregiver is the only individual permitted to possess and administer to a qualifying student. Any designated caregiver seeking access to school property or school-sponsored activity for purposes of this policy must comply with the Board’s policy and/or procedures concerning visitors to school and all other applicable policies.
4. “School property” means any school premises, vehicle, or building, or on or in any premises, vehicle, or building used or leased for the school district’s functions.
5. “Qualifying student” means a student who possesses a valid registry identification card approved by the State of South Dakota Department of Health for the use of medical cannabis.
6. “Written certification” means the completed South Dakota Department of Health form dated and signed by a physician who is licensed with authority to prescribe drugs to humans, stating that in his/her professional opinion the patient is likely to receive a therapeutic or palliative benefit from the medical use of cannabis to treat or alleviate the patient’s debilitating medical condition or symptom associated with the debilitating

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | JHCDE: Administration of Medical Cannabis to Qualifying Students |

medical condition. The document must specify the patient’s debilitating medical condition and that it is made in the course of a bona fide practitioner-patient relationship.

Permissible administration of medical cannabis to a qualifying student

A qualifying student’s designated caregiver may administer a permissible form of medical cannabis to a qualifying student in a designated location if all of the following parameters are met:

1. The qualifying student’s parent/guardian provides the following to the school before the administration of medical cannabis is allowed on school property or at a school-sponsored activity and thereafter at the beginning of each school year and at any time when the qualifying student’s administration of medical cannabis changes:
 - a. The qualifying student’s valid registry identification card from the State of South Dakota Department of Health or nonresident card with the State of South Dakota Department of Health’s confirmation of registration authorizing the student to receive medical cannabis;
 - b. The completed and signed Form JHCDE-E (1) (Medical Cannabis Administration Plan);
 - c. The designated caregiver(s) card approved by the State of South Dakota Department of Health; and
 - d. Written certification dated and signed by the student’s recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

2. The qualifying student’s parent/guardian provides written notice to the school within ten (10) days of any of the following:
 - a. Change in a designated caregiver;
 - b. The student ceases to have a debilitating medical condition, as that term is defined in South Dakota law; or
 - c. The registry identification card is void, expired or revoked.



Huron School District #2-2


Policies and Regulations

Code:
JHCDE: Administration of
Medical Cannabis to Qualifying
Students

3. In the event that a new registry identification card is issued, the qualifying student's parent/guardian provides the new card to the school district within ten (10) days of the issuance of the card;
4. The qualifying student's parent/guardian signs the written acknowledgement in Form JHCDE-E(1)(Medical Cannabis Administration Plan) assuming all responsibility for the provision, administration, maintenance, possession, storage and use of medical cannabis under state law, and releases the district from liability for any claim or injury that occurs pursuant to this policy;
5. The qualifying student's parent/guardian or designated caregiver shall be responsible for providing the permissible form of medical cannabis to be administered to the qualifying student, shall transport it in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and shall not at any given time possess on school property an amount of medical cannabis that exceeds the qualifying student's prescribed daily dosage;
6. The district will determine the location and the method of administration of a permissible form of medical cannabis so to not create risk of disruption to the educational environment or exposure to other students;
7. After administering the permissible form of medical cannabis to the qualifying student, the student's designated caregiver shall remove any remaining medical cannabis from the school property or school-sponsored activity;
8. The written dated and signed plan contained in Form JHCDE-E (1) (Medical Cannabis Administration Plan) is prepared that identifies the form, designated location(s), and any protocol regarding administration of a permissible form of medical cannabis to the qualifying student.

Additional parameters

School personnel, in their role as employees of the school district, will not under any circumstances:

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | JHCDE: Administration of Medical Cannabis to Qualifying Students |

1. Assist a qualifying student or his/her designated caregiver in obtaining, administering, or using medical cannabis;
2. Store or hold medical cannabis in any form;
3. Ensure the qualifying student is properly using the medical cannabis as instructed by his/her recommending practitioner; or
4. Serve as the qualifying student's designated caregiver of medical cannabis.

This policy conveys no right to any student or to the student's parents/guardians or other designated caregiver to demand access to any general or particular location on school property or at a school-sponsored activity to administer medical cannabis.

When a school-sponsored activity occurs at another South Dakota public school, the location identified by that school will serve as the designated location for the designated caregiver's administration of medical cannabis.

This policy shall not apply to school property or school-sponsored activities located outside of the state of South Dakota, on federal property or any other location that prohibits cannabis on its property.

Permission to administer medical cannabis to a qualifying student may be limited or revoked if the qualifying student and/or the student's parent/guardian or other designated caregiver violates this policy or demonstrates an inability to responsibly follow this policy's parameters.

No student is permitted to possess or self-administer medical cannabis. Qualifying students with a valid registry identification card who possess or self-administer cannabis may be subject to discipline just as any other student without a valid registry identification card would be. Student possession, use, distribution, sale or being under the influence of cannabis inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

If the federal government indicates that the District's federal funds will be lost or have been lost by this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical cannabis to qualifying students on school property or at a school-sponsored event shall not be permitted. The district shall post notice of such policy suspension and prohibition in a conspicuous place on its website.



Huron School District #2-2

Policies and Regulations

Code:
JHCDE-E(1) - Administration of
Medical Cannabis to Qualifying
Students – Medical Cannabis
Administration Plan

Medical Cannabis Administration Plan

Before the administration of medical cannabis on school property or at a school-sponsored activity, at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes, the student's parent/guardian must complete and submit to the district this form, the student's registry identification card, the designated caregiver(s) card, and a written signed certification (1) by the recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

To be completed by the parent/guardian:

Name of Qualifying Student: (2) _____

School: _____ Grade: _____

Name and Phone Number of Student's Designated Caregiver(s) (3):

By initialing the following statements and signing below, the undersigned parent/guardian hereby acknowledges:

_____ I have read and agree to comply with the procedure regarding the administration of medical cannabis to qualifying students as outlined in Policy JHCDE.

_____ I assume all responsibility for the provision, administration, maintenance, possession, storage and use of medical cannabis to my child.

_____ I understand that no school personnel are required to administer medical cannabis to my child, and that only a registered designated caregiver will be allowed to administer medical cannabis to my child.

_____ I understand that I or the designated caregiver for my child will not at any time possess on school property an amount of medical cannabis that exceeds my child's prescribed daily dosage, that it will be transported in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and that as soon as I or my child's designated caregiver administer the dosage of medical cannabis, I or my child's designated caregiver must remove any remaining cannabis from the school property or school-sponsored activity.

_____ I understand that the district will determine a designated location and any protocols regarding the administration of medical cannabis to my child and that this plan does not allow for the administration of medical cannabis on federal property or any location that prohibits cannabis on its property.

_____ I agree to notify the School District of any change in circumstances as outlined in Policy JHCDE.

_____ I understand that permission to administer medical cannabis in accordance with this plan may be revoked for the failure to comply with the procedure, rules or requirements of the administration of medical cannabis to qualifying students or other policies.



Huron School District #2-2

Policies and Regulations

Code:
JHCDE-E(1) - Administration of
Medical Cannabis to Qualifying
Students – Medical Cannabis
Administration Plan

By signing below, I hereby release and hold harmless the School District, its officers, agents, employees, and volunteers from any and all liability, damages, injury or other legal claims which I now have or may hereafter have arising out of the administration of medical cannabis to my child.

Date: _____

Signature of parent or guardian

(1) "Written certification" means the completed South Dakota Department of Health form dated and signed by a physician who is licensed with authority to prescribe drugs to humans, stating that in his/her professional opinion the patient is likely to receive a therapeutic or palliative benefit from the medical use of cannabis to treat or alleviate the patient's debilitating medical condition or symptom associated with the debilitating medical condition. The document must specify the patient's debilitating medical condition and that it is made in the course of a bona fide practitioner-patient relationship.

(2) "Qualifying student" means a student who possesses a valid registry identification card approved by the State of South Dakota Department of Health for the use of medical cannabis.

(3) "Designated caregiver" means the qualifying student's parent, guardian or other responsible adult over twenty-one years of age who is the qualifying student's registered designated caregiver and who has a caregiver's card approved by the SD Department of Health. In no event shall another student be recognized as a designated caregiver. A designated caregiver is the only individual permitted to possess and administer to a qualifying student.

To be completed by the school:

I have received the following:

____ Student's registry identification card approved by the State of South Dakota Department of Health authorizing the administration of medical cannabis to the student. The expiration date is: _____

____ The designated caregiver(s) card approved by the State of South Dakota Department of Health authorizing the administration of medical cannabis to the student.

____ Written certification signed by the recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

The student's identified designated caregiver's administration of the permissible form of medical cannabis in the designated location has been conditionally approved as follows:

Permissible form(s) (4) of medical cannabis to be administered:

Oil/Lotion Tincture Edible Product Other: _____

Administration method to be used: _____

Dosage Amount: _____ Time(s) to be Administered: _____



Huron School District #2-2

Policies and Regulations

Code:
JHCDE-E(1) - Administration of
Medical Cannabis to Qualifying
Students – Medical Cannabis
Administration Plan

Location of administration (5) on school property or at a school-sponsored activity:

Date: _____

Name and Signature of Nurse: _____

Name and Signature of Administrator: _____

Copies of the current registry identification card and the registered designated caregiver(s) card will be retained in the student's educational record and updated as needed.

Provide copies of the Administration Plan to:

- Parent/Guardian
- Designated Caregiver (if different than parent/guardian)
- School Principal
- Student's Teacher(s)
- School Nurse

(4) "Permissible form of medical cannabis" means non-smokable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Other non-smokable forms may be approved on a case by case basis.

(5) "Designated location" means a location identified in writing by the school district in its sole discretion and may include a location on the grounds of the school in which the student is enrolled, upon school property in South Dakota, as that term is defined herein, or at a school-sponsored activity in South Dakota.

ADMINISTERING MEDICINES/PHYSICIAN PRESCRIBED SERVICES TO STUDENTS/EMPLOYEES

Storing and Dispensing of Medication/Providing Medical Procedures

This policy for medication taken during school hours and/or for providing medical procedures has been developed to protect the health of the student and the rights of the district and its employees. The following directives and guidelines apply:

1. Diagnosis and treatment of an illness are not responsibilities of the district and should not be practiced by any district employee.
2. School personnel shall not provide aspirin or any other patent medicine to students.
3. The dispensing or administration of medicine to a student shall be done only where the student's health may be impaired without it, and then only in compliance with this policy.
4. The district discourages the use of over-the-counter drugs and medication at school (cough drops, cough syrup, etc.) and disclaims responsibility for the same.
5. All drugs and medication for elementary and middle school students shall be stored securely in the central office of each building.
6. Students requiring medication at school shall be identified by the parent to authorized school personnel.
 - a. A written notification from the legal guardian shall accompany any request for medication dispersion at school.
 - b. A completed authorization form shall be submitted to the school principal within one day's time of any drugs or medication.
 - c. Drugs and medication shall be provided by the parent in the original container, including the student's name, medication name, physician, and dosage of the drug to be taken.
 - d. Drugs and medication shall be dispensed or administered only by the office personnel/school nurse of each school building.

- e. It shall be the student's responsibility to come to the office at the correct time for administration of the drug or medication. It will not be the district's responsibility to seek out each particular student at a given time for his/her particular drug or medication.
 - f. In specific situations, students may be responsible for their own drug or medication and self-administration. Parents shall be encouraged to send only a one-day supply of the required medication with the student.
 - g. High school pupils who are required to take medicine regularly, either prescription or non-prescription, shall report this to the nurse or designated employee so the school is aware of the medication being taken. Students on this level shall be responsible for taking their own drugs or medication.
- 7. If concerns arise regarding a specific situation, a referral to the school principal or the school nurse shall be made.
 - 8. Students may require physician-prescribed services during the school day. Parents/guardians of students requiring physician-prescribed services at school shall inform the principal and school nurse of the needs of the student. Parents/guardians shall be responsible for providing appropriate forms, equipment, and supplies necessary for the services. Persons assigned by the principal and supervised by the school nurse will provide physician-prescribed services.
 - 9. Recording forms for physician-prescribed services/medication will be kept on file at the school for one year and will then be destroyed. The health record will reflect that services/medications were provided. Records for services reimbursed by Medicaid will be retained for six years.

AUTHORIZATION AND RELEASE FOR MEDICATION/MEDICAL PROCEDURE
 Huron Public Schools

I hereby authorize officials at _____ school to supervise the below-stated medication/medical procedure for:

Student's name _____

Dr. _____

Medication/Procedure _____ Dosage _____

Time (to be provided at school) _____ Duration _____

Reason child is taking medication/receiving medical procedure: _____

Precautions and reactions to observe and report _____

I request and authorize school personnel to administer the medication/procedures prescribed on this form to my child. I will furnish all supplies and equipment necessary for services. I understand the medication/services for physician-prescribed services must be provided in the original container, identifying the name and telephone number of the pharmacy, the student's name, physician's name, and dosage of the medication. I understand that the school district and individuals involved will not be held liable from any adverse effects of the medication. I give permission for communication that may be necessary between the prescribing physician and school nurse to insure safe medication administration for my child. In addition, I understand that I am responsible to pick up unused medication one week after the last dose is given if during the school year and on or before the last day of school. If the medication is not picked up, it will be destroyed.

 Date Parent/Guardian Signature

 Date Physician Signature

(Required for all prescription medications/medical procedures.)



Huron School District #2-2

Policies and Regulations

Code:
JHCD - Administration of
Medications to Students

Administration of Medications to Students

School personnel shall not administer prescription or nonprescription medication to students unless appropriate administration cannot reasonably be accomplished outside of school hours.

For purposes of this policy, the term "medication" includes both prescription medication and nonprescription medication, but does not include medical cannabis. The administration of medical cannabis shall be in accordance with the Board's policy on administration of medical cannabis to qualified students.

Students will not be permitted to take medication while at school unless the administration of such medicine is coordinated by the school district nurse acting under specific written request of the parent or guardian and under the written instructions of the student's physician.

When such a request is made by a parent or guardian, a full release from the responsibilities pertaining to the administration and consequences of such medications must also be presented to the principal by the student's parent or guardian.

Parent/guardian requests to store and/or administer prescription or nonprescription medications to students must be in writing, on a Consent for Medication Administration District Form. The Consent for Medication Administration must be completely filled out, signed and dated by the parent/ guardian. The Consent for Medication Administration must be renewed annually. Any product that could be considered a drug, including "natural remedies", herbs, vitamins, dietary supplements or homeopathic medications will be managed as an over-the-counter medication. These products would require a written request and completion of a Consent for Medication Administration by the parent/guardian. All prescription medication requires a Consent for Medication Administration signed by the parent/guardian and physician.

When medication is brought to school for a student, the student's teacher, building principal, nurse or secretary will be made aware that the student will be taking medication. If a child has medication at school without prior notification the parent/guardian will be contacted. Medications should be transported to and from school by a parent/guardian.

All medications must be stored in a locked medicine cabinet, managed by the school nurse or school personnel trained in medication administration. Prescription medications to be stored and/or administered must be in the original pharmacy labeled container. The label must specify the student's name, name of the medication, name of physician/licensed health care provider, the date of the prescription and the directions for use. If the dosage of the medication is changed by the physician/licensed health care provider, a new bottle must be received from the parent and a new Consent for Medication completed. Non-prescription medications to be stored and/or administered should be in the original container.

It is the responsibility of the student to come to the office to take his/her medication. Any student who uses the medication in a manner other than the manner prescribed may be subject to disciplinary action.

Prescription medication administration may be delegated only to those individuals who have successfully completed the training program as required by law. No school employee, other than the school nurse, shall be required to be trained by a licensed health care profession for the purpose of being trained in the administration of prescription medication, or shall be required to administer prescription medication, without the employee's prior written consent.



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.


Additionally, it shall be a violation of this policy for employee to manufacture, use, possess, sell, distribute or be under the influence of medical cannabis in any manner inconsistent with South Dakota state law. 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, medical cannabis, 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 | Code: |
| | Policies and Regulations | 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 or medical cannabis 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 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.

Additionally, it shall be a violation of this policy for employee to manufacture, use, possess, sell, distribute or be under the influence of medical cannabis in any manner inconsistent with South Dakota state law. 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, medical cannabis, 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.



Huron School District #2-2

Policies and Regulations

Code:
GBEB Drug Free Workplace

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.



Huron School District #2-2

Policies and Regulations

Code:
GBEB Drug Free Workplace

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;

| | | |
|---|-----------------------------------|--------------------------|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | GBEB Drug Free Workplace |

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

Huron School District 2-2
Technology Plan

Mission Statement:

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

District Vision:

Respect-Pride-Excellence For All

District Philosophy On The Use Of Technology

The use of technology by teachers and students is clearly important as we adhere to our district's mission of inspiring lifelong learners. In today's world, technology plays a role in every aspect of a person's life. Therefore, it is important to prepare students for their life today and after they leave our schools.

Each year, our district school board sets goals in the area of student achievement. Examples of these goals:

All students will read at grade level

All students will have mathematical proficiencies and problem solving skills

Empowering students to:

Effectively communicate orally and in writing

Access, interpret, utilize and evaluate information

Develop independent critical thinkers

We want our students to **utilize technology** as they achieve these goals. We also expect teachers and administrators to utilize technology in assessing student progress in meeting those goals. NWEA, Smarter Balanced, and other online assessments are examples.

The district needs to provide the proper devices to meet the needs of the students where they are. In the early years (grades K-2), student technology focus is placed on touch-based devices like iPads. As they progress through the grades, focus shifts to devices with a fixed keyboard (i.e. Chromebook) or iPad with a permanent keyboard case. Our district believes that a device with a physical keyboard is important to improve students' literacy skills that will feed into everything else they do in school and in their future beyond school. Keyboarding instruction programs will be incorporated to develop student skills in attaining literacy goals.

Tying all of this together is the district use of Google services (Google Classroom and Google Drive) to centralize classroom instruction information, document creation, and

document sharing among the staff. This piece is critical in maximizing teaching and learning, creating a format that puts students, staff and parents 'on the same page' in terms of where to find information.

Student Devices

After implementing the following plan, upgrades will be scheduled on a 4 year rotation as budget allows. (Some devices may be older while rotation is put in place.)

K-2: In each core classroom, the district will provide enough iPads for a 2:1 student to iPad ratio. These iPads will be assigned to the teacher in that room for the teacher to utilize for instructional activities and assessment. One PC lab will be maintained at each grade level to support large group instruction and online testing. Note: The PC lab may be in room - or a mobile cart - depending on the facilities available during enrollment growth.

3-5: Each student will be provided a Chromebook to use for daily instructional activities and assessment. Rather than a true 1:1 implementation, the appropriate number of Chromebooks will be placed with each homeroom teacher and the teacher will assign them to the student. These devices will not leave the classroom.

6-8: Each student will be provided a Chromebook to use for daily instructional activities and assessment. These Chromebooks will be assigned to the student and they will be allowed to move freely with them throughout the building as instructed by their teachers. These devices will not leave the building and will be stored and charged each night in the student's homeroom.

Colony Schools: The student devices at the Colony Schools will reflect the **6-8** technology plan as much as is practical.

Our Home: The student devices at Our Home will reflect the **6-8** technology plan as much as is practical.

9-12: Each student will be assigned an iPad with a keyboard case to be used for daily instructional activities and assessment. These iPads will be assigned to the student and they will be expected to move freely with them throughout the building. These devices are allowed to be taken home and students are financially responsible for their care.

Teacher Devices

Each classroom teacher will be provided a Windows laptop that he/she can use for instruction and communication. (Teacher upgrades will be scheduled on a 4 year rotation as budget allows.)

- A teacher may keep their current Macbook - in lieu of a new Windows laptop until replacement with a Windows laptop is necessary.

- Any teacher requesting a variance from a Windows laptop will need to submit a request and rationale to the technology office.
 - The request will be reviewed by the building principal, technology director, and district cabinet.
- K-2 & 9-12 teachers requesting to keep an iPad will need to submit a request and rationale to the technology office.
 - The request will be reviewed by the building principal, technology director, and director of instruction.

Para Educator Devices:

The “default assumption” will be that para educators will not be issued a district-owned device.

If a principal determines that a para needs an iPad, he/she adds the para’s name to The “iPad Check In/Check Out” Google Sheet as provided by the Director of Technology.

In August of each year, the technology department will set up iPads for paras on the list. Paras approaching tech staff throughout the year asking for an iPad will be referred to the building principal to be added to the Google Sheet.

This Google Sheet serves as our documentation regarding which paras have iPads. At the end of the year, paras will turn in their iPads to the building principal.

Classroom Devices

“65 inch” interactive boards (current sample is Promethean) will be installed in every classroom over the next 1 - 2 years. The features will include:

- Interactive “white board”.
- Direct internet access.
- Educational apps on the interactive board.
- Multiple touch interface.
- Wireless connection to the following devices:
 - Windows laptop
 - Chromebook
 - iPad.
- Wired connection to document camera.

Disposal / Surplus

Upon completion of the implementation of the technology plan, all other technology in the classrooms will be removed by the technology department and disposed / surplus in

compliance with the business manager for auditing and inventory. This includes, but is not limited to the following:

- LCD Projectors
- Desktop computers
- Apple TV
- Smartboards
- Any other devices not in the specific plan described above.

Elimination does not include

- Red Cat voice amplification systems.
- DVD players

Infrastructure

The district technology department is responsible for maintaining suitable technology infrastructure to allow these student and teacher devices to work at their best. This includes providing suitable network bandwidth and hardware like switches, access points and cabling. The technology department currently uses E-rate funding to supplement costs to the district and the district capital outlay fund provides the balance of the funds.

Funding

The initial implementation of this plan will lead to greater capacity to remotely reach students with a common format in the event of a pandemic or other emergency. Thus, the purchase and implementation should qualify for ESSER funds to meet our students immediate learning needs.

The long-term primary source of funding for instructional technology is the district capital outlay fund. Supplemental funding will continue to come from other sources including grants, E-rate, and federal programs.

Goals:

2021: Setup and deploy Chromebooks for each student in grades 3-8.

2021: Rearrange placement of current iPad fleet to provide 10 iPads for each core classroom

teacher in grades K-2

2021: Remove and surplus old iPads

2021: Implement a plan for keyboarding instruction

2021-22: Implement classroom display/projection devices. I.e. Promethean

2021-22: Surplus / Disposal of old technology during implementation of new devices.

Budget Worksheet:

Current Smartboards:

Buchanan: 29

K:11

1st: 10

Other: 8

Madison: 26

2nd: 10

3rd: 9

Other: 7

Washington: 25

4th: 9

5th: 9

Other: 7

Colonies: 4

MS: 39

Currently used: 33

Music Rooms: 2

Potential additions: 4 (rooms converting to classrooms as enrollment grows)

HS: 45

This includes 4 classrooms at the CTE Center

Our Home: 4

Total: 172 boards

Interactive Boards: 170 X \$1,800 for Promethean 65" = \$306,000

Possible hired help to install boards - \$\$\$\$\$\$\$\$\$\$

Chromebooks: (enrollment count as of 5/10/21)

2021 3rd Grade Enrollment: 214

2021 4th Grade Enrollment: 230

2021 5th Grade Enrollment: 227

2021 6th Grade Enrollment: 233

2021 7th Grade Enrollment: 208

2021 8th Grade Enrollment: 213

Our Home: 50

Colonies: 16 (4 Chromebooks per teacher)

1420 total Chromebooks x \$270 (including Chrome license) = \$383,400

From: Rotert, Terry <Terry.Rotert@k12.sd.us>
Sent: Thursday, September 2, 2021 10:25 AM
To: Steinhoff, Kraig <Kraig.Steinhoff@k12.sd.us>; Christopherson, Kelly <Kelly.Christopherson@k12.sd.us>
Subject: Board approval two events

I am requesting permission to allow Huron Junior Athletics to use Tiger Stadium Oct 14 for two football games starting after 6:00 pm.

Also, allowing Huron to be a host site for B/A SODAK volleyball Nov 9 if requested to use the Arena by the SDHSAA.

Terry Rotert - CAA
Activities Director/Arena Manager
Huron School District
Activities Office: 605-353-6970

"Go TIGERS"



ACTIVITIES OFFICE

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.



2022 ASBSD Legislative Resolutions

Updated 8/4/21

Overview

ASBSD Resolutions are policy statements adopted by the ASBSD membership that guide your Association's advocacy efforts at the state and federal levels. A subcommittee of the ASBSD Board of Directors – called the ASBSD Policy and Resolutions Committee – develops draft policy statements for consideration by the full membership at the ASBSD Delegate Assembly.

A. Achievement and Equity

1. STATE FUNDED PRESCHOOL

RESOLUTION

ASBSD supports state funding of public voluntary preschool education programs so long as it does not jeopardize or repurpose current funding of public K-12 education.

RATIONALE

State funding for voluntary pre-school programs, consistent with the SD Early Learning Guidelines, would be a welcome addition to the public K-12 funding model. However, that funding would need to be a supplement to the current funding model, not utilized to supplant it, in any way. Any adjustment to the current funding model, which did not add new money to the model, would jeopardize academic opportunities currently in place in public school districts.

ADOPTED: 2017

REVISED: 2019

2. COMPULSORY SCHOOL ATTENDANCE

RESOLUTION

ASBSD supports compulsory school attendance to age 18 or until a student graduates or earns their GED. ASBSD also understands to accomplish this goal cooperative funding and support for at-risk youth must be provided to the districts.

RATIONALE

In today's global economy, every South Dakota student deserves the lasting benefits of a high school diploma. Maintaining compulsory attendance age until 18 will make public school policy mirror BIE policy, minimizing the potential for students to transfer to public school in order to drop-out of high school.

ADOPTED: 2008

REVISED: 2019

A. Achievement and Equity

3. SOUTH DAKOTA ACADEMIC CONTENT STANDARDS, GRADUATION REQUIREMENTS AND STATE ASSESSMENT EXAMS

RESOLUTION

ASBSD supports South Dakota academic content standards, with sufficient financial resources and professional development for school staff, to facilitate implementation of the standards and graduation requirements as well as the full participation of students in state assessment exams.

RATIONALE

South Dakota academic content standards and graduation requirements serve as expectations for what students should know and be able to do by the end of each grade level and upon graduation. The review, revision, development, and feedback process involves stakeholders throughout the state of South Dakota and is an ongoing and critical component to ensure South Dakota students in every classroom receive current and relevant learning experiences. The goal is that all students continue their education, ultimately becoming career and life ready.

ADOPTED: 2010

REVISED: 2020

4. SCHOOL EMPLOYEE COMPENSATION

RESOLUTION

ASBSD supports continued commitment by the legislature to enhance the ability to attract, recruit and retain quality personnel in South Dakota public schools.

RATIONALE

To ensure public schools can recruit and retain quality employees, the state must maintain a long-term financial commitment to our schools in order to provide competitive salaries for their school employees.

ADOPTED: 2013

REVISED: 2018

5. ADDITIONAL STATE TESTING REQUIREMENTS

RESOLUTION

Beyond what is already required in state and federal law, ASBSD opposes legislation that would exempt any student in a public, private or homeschool from state assessments.

RATIONALE

Should an additional testing requirement be deemed reasonable and necessary by the South Dakota Department of Education, ASBSD believes all students should be included in the requirement. All groups of students, whether in public, private or homeschool education programs, should be required to demonstrate knowledge at a similar level to that of their peers residing in a different educational path.

ADOPTED: 2019

A. Achievement and Equity

6. CONTENT STANDARDS & CURRICULUM ADOPTION (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports the authority within current state statute of the South Dakota State Board of Education Standards to adopt content standards for accredited school districts and of the local school board to implement curriculum within the content standards that is best suited for their local school district without additional statutory intrusion that dictates what each board must adhere to.

RATIONALE

The South Dakota State Board Education Standards and local school boards across the state are best suited to make decisions regarding what content, courses and instruction materials are best for the K-12 students of South Dakota. New laws dictating what content, courses and instruction materials the schools of South Dakota can or cannot utilize would be a hinderance to the state and local boards, who are the knowledgeable decision makers in these areas, and potential limit the education of students.

ADOPTED: 2021

B. Local Governance

1. STUDENTS RECEIVING ALTERNATIVE INSTRUCTION (HOME SCHOOL INSTRUCTION) FOLLOWING LOCAL SCHOOL DISTRICT POLICIES AND RULES (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports all local school district eligibility requirements, policies and rules related to student participation in extracurricular, co-curricular and all other school sponsored activities be obeyed by homeschool students planning to participate the establishment of effective state regulations to ensure exempted students receive a high-quality education and the right of the local public school board to decide criteria for allowing.

RATIONALE

Senate Bill 177, which was passed during the 2021 legislative session, removed the local school board's decision making on the participation eligibility of homeschool students in local activities. The bill does require a homeschool student participating in public school district activities be held to the same local training rules. ASBSD believes all students, regardless of path of education, participating in an activity be held to the same standard and follow all protocols. School boards and the Department of Education are responsible for the education of students receiving alternative instruction. State guidelines and regulations would provide school boards with criteria to determine if revocation of an application is warranted. When issues of participation in public school activities arise, the authority to determine who may participate should rest solely with the local public school board.

ADOPTED: 2008

REVISED: 2021

2. SCHOOL FINANCES

RESOLUTION

ASBSD supports local governance in the management of district funds.

RATIONALE

Control of school finances should rest with the local public school board within the district.

ADOPTED: 2009

REVISED: 2012

3. CHARTER SCHOOLS OR OTHER SCHOOL SYSTEMS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes any new legislation that creates charter schools or a similar school system that would require the use of any state or federal funds in order to operate.

RATIONALE

Any legislation that has the potential to introduce charter schools or similar school systems and could take funding from public schools, receive waivers from state standards of accreditation and teacher certification, be selective in the students who may enroll, and be detrimental to local public school districts, should be opposed.

ADOPTED: 2012

REVISED: 2021

B. Local Governance

4. PUBLIC FUNDING FOR NON-PUBLIC EDUCATION (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes any law that diverts public dollars to fund non-public education in any manner.

RATIONALE

Legislation that diverts public dollars to non-public schools education would be detrimental to the public education system.

ADOPTED: 2015

REVISED: 2021

5. PRIVATE SCHOOL SCHOLARSHIP PROGRAM (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes state law allowing tax credits from the insurance company premium and annuity tax or any other private entity to fund a private school scholarship program and permits contributions ~~made by the insurance companies~~ to remain anonymous.

RATIONALE

The state law allowing the diversion of public dollars to non-public schools is detrimental to the public education system and, in the opinion of ASBSD, is unconstitutional. In addition, the scholarship program is based on an antiquated school funding system and may result in the program no longer remaining fiscally neutral for the state. Permitting contributions ~~made by insurance companies~~ to remain anonymous places their special interests above their tax obligation to the state and undermines transparency established in other state laws. ASBSD supports amending SDCL 13-65 to require contributions to the scholarship fund to become public information. ASBSD also supports amending SDCL 13-65 to require any school receiving funds under SDCL 13-65 to follow all state requirements that public schools follow, including (but not limited to) accepting students under the State's Open Enrollment statutes and requiring the school to continue educating all accepted students until tuition/scholarship dollars are no longer paid or the student is expelled pursuant to State law.

ADOPTED: 2016

REVISED: 2021

6. SCHOOL DISTRICT IDENTIFICATION SYMBOLS and EVENTS

RESOLUTION

ASBSD supports the local control by public school boards, and encourages them to seek input from community stakeholders on matters that involve symbols and events they believe uniquely identify their school.

RATIONALE

Public school districts are sensitive to the representation and depiction of all people through the use of mascots, nicknames, logos or other symbols and school events. Public school boards are open to discussion with local Native American tribes, community organizations and members on the utilization of these symbols and maintain their local control to make determinations on usage based on these discussions and what is best for the district, as a whole.

ADOPTED: 2016

REVISED: 2020

B. Local Governance

7. DECISION-MAKING AUTHORITY REGARDING TRANSGENDER LEGISLATION (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports the judgment and integrity of local public school boards and school districts to act in the best interest of all their students, school and community and show respect for all students, staff and other individuals including transgender persons, within the parameters of existing law and the South Dakota High School Activities Association's policy and procedure on participation.

RATIONALE

Public school boards, as elected leaders, are responsive and accountable to local citizens, as noted in the 2016 veto message of House Bill 1008, "can, and have, made necessary restroom and locker room accommodations that serve the best interests of all students, regardless of biological sex or gender identity." Local public school boards and districts, as well as SDHSAA, who have been met with these matters previously and have prudently reached a decision that works best for all parties involved.

ADOPTED: 2016

REVISED: 2021

8. LEGAL AND FINANCIAL PROTECTION FOR COMPLIANCE WITH STATE LAW

RESOLUTION

ASBSD supports provisions in law that would require the South Dakota Attorney General's office to represent a public school district, should it face a lawsuit while complying with the state law, and indemnify the public school district for any financial liability incurred by the district rising out of the lawsuit.

RATIONALE

Public school districts respect the letter of the law and implement statutory requirements handed down to them by the legislature. Should a district face litigation for complying with state law, ASBSD believes a legal and financial partnership with the State of South Dakota is necessary. There is precedent in law related to this request as SDCL 13-34-25 and 13-24-24 states the attorney general would represent a school district at no cost should it be sued for complying with state statute related to use of textbooks or the display of the national motto and we believe this right should be extended to all laws requiring school district compliance with state law.

ADOPTED: 2016

REVISED: 2019

9. BEHAVIORAL and MENTAL HEALTH RESOURCES (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports additional State and Federal resources for schools to support the behavioral and mental health of students and personnel in K-12 public schools.

RATIONALE

Public schools are experiencing a growing need for support in mental health resources including, behavior specialists and social workers, which most schools cannot afford. An increasing number of students and personnel with behavior and mental health issues have taxed the resources available in schools. Learning and instruction are disrupted and hindered if a student's or staff member's behavioral or mental health problems are not addressed. Support from state and federal funds is essential to providing the resources needed.

ADOPTED: 2018

REVISED: 2021

B. Local Governance

10. SAFE SCHOOLS RESOURCES

RESOLUTION

ASBSD supports additional State, Federal, and local resources for schools to create a safe learning environment for all students in K-12 public schools.

RATIONALE

School safety plans are continuously evolving and essential to ensuring a safe environment, thus additional resources are needed to:

- a. Dedicate more resources to community efforts to “wrap services around” students. This starts at the district and school building level with programs that nurture students' social and emotional needs and growth. Through this support, communities can implement threat assessment and help students in need of intervention;
- b. Provide sustained and flexible funding for comprehensive school safety planning and implementation. School boards may consider building improvements and school climate programs to enhance safety which can require capital outlay funds;
- c. Fund more collaborative projects between schools and local law enforcement. ASBSD believes the best option to ensure school safety is through partnership with local law enforcement agencies, specifically in the form of school resource officers being in schools.

ADOPTED: 2018

REVISED: 2019

11. SCHOOL BOARD TRAINING POLICY

RESOLUTION

ASBSD supports the right and responsibility of locally elected school boards to establish policy outlining the requirements for initial training and continuing education of their school board members.

RATIONALE

Initial and continuing education of school board members is important in order to enhance their knowledge base resulting in strong and effective leadership for the district. Initial school board member training and continuing education is also important as it sets a good example for students, administrators, staff and community members, and shows the local school community and the State that local school board members are deeply committed to their public service and responsibilities.

ADOPTED: 2019

B. Local Governance

12. SCHOOL BOARD AND SCHOOL BOND ELECTIONS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes any legislative mandate which would require public school district annual school board elections, or special elections, or both, ~~to be held on the first Tuesday in June and in conjunction with the primary election in even-numbered years, or on the first Tuesday in November and in conjunction with the general election during even-numbered years~~ be held on any date other than what is determined by the local school board.

RATIONALE

It is important for locally elected school boards to be able to decide, within the parameters of state statute, the date they will hold their school board and school bond elections, in order to maintain the non-partisan nature of these elections. School bond elections should also be left to local control of the school board so the district can meet construction project timelines and favorable interest rates, should the bond be passed by the local voters. Since 1939 the locally elected school board has had the statutory authority to set the date of the annual school election and since 1981 the locally elected school board has had the statutory authority to choose to hold a general school district election in conjunction with a regular municipal election. School elections are a local decision and should remain as such.

ADOPTED: 2020

REVISED: 2021

13. GOVERNANCE DURING THE COVID-19 PANDEMIC

RESOLUTION

ASBSD supports school districts' maintaining high expectations for learning and recognizes local decision making is essential during the COVID-19 pandemic, with continued guidance provided by the South Dakota Department of Health, the Centers for Disease Control and the South Dakota Department of Education.

RATIONALE

During the COVID-19 pandemic, decisions are best made at the local level for the students and staff in each school district, including those dealing with the method of instruction that best meets the needs of students and can be delivered by staff. The local school district needs guidance as to how to deal with issues, but does not need mandates from either the state or federal level.

ADOPTED: 2020

14. SCHOOL ADMISSION IMMUNIZATION EXEMPTION (PROPOSED ADOPTION)

RESOLUTION

ASBSD opposes expansion of the immunization exemptions for students for school admission beyond what is currently permitted in state law.

RATIONALE

The current immunization exemptions for students for school admission in school law provide sufficient personal rights and protection to families and students who fall within those criteria, as well as a safe environment for fellow students and school staff. Expansion of these exemptions would endanger the health of students and staff and the safe environment provided within the school.

ADOPTED: 2021

B. Local Governance

15. STATE OPERATED WEBSITE FOR NOTICES OR MEETING INFORMATION POSTING (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports a website hosted and operated by the state of South Dakota on which local governments could post any required notices or meeting information, in lieu of all posting requirements in current state law.

RATIONALE

A state run website, replacing the current posting requirements in state law, would provide a centrally located platform for local governments to post notices and meeting information, save public funds currently needed to pay for posting requirements and provide South Dakota residents with an easily accessible location to stay-up-to-date on the actions of their local government bodies.

ADOPTED: 2021

C. School Finance

1. CONSISTENT SPARSITY FUNDING

RESOLUTION

ASBSD supports consistent district-level funding provided by the state for sparse public school districts as defined in SDCL 13-13-78.

RATIONALE

The state's sparse funding has provided much needed resources to the state's smallest and most rural schools. However, since the funding has been instituted, the amount of funding delivered to districts has declined and has been threatened for repeal. Given that sparsity funding amounts to more than 10 percent of the operating budget in some rural districts, the state's smallest most geographically isolated districts deserve consistent state supplemental funding.

ADOPTED: 2009

REVISED: 2014

2. SCHOOL FUNDING – TWO YEAR ENROLLMENT AVERAGING

RESOLUTION

ASBSD supports reinstating two-year enrollment averaging or current enrollment, whichever is larger, in place of the fall enrollment count for the state aid formula calculation.

RATIONALE

The provision in the state aid formula that allowed for two-year averaging of school district enrollment was eliminated. With year to year fluctuations in student enrollment, public schools depend on two-year averaging to provide stability in their budgeting process.

ADOPTED: 2016

REVISED: 2019

3. CAPITAL OUTLAY ADJUSTMENTS

RESOLUTION

ASBSD supports legislation amending the \$3,400 cap on Capital Outlay funds in SDCL 3-16-7.2 and setting the maximum limits in SDCL 13-16-7, to allow a school district to levy up to \$3 per \$1,000 of valuation.

RATIONALE

Since the implementation of the Capital Outlay growth caps, schools have experienced growing pressure on the Capital Outlay fund. Amending the additional \$3,400 cap on the fund and allowing school districts to levy up to the \$3 per \$1,000 of valuation would help minimize the pressure.

ADOPTED: 2018

REVISED: 2020

C. School Finance

4. GENERAL OBLIGATION BOND ELECTION

RESOLUTION

ASBSD supports legislation allowing a school bond to be approved by a simple majority vote.

RATIONALE

With the growth caps placed on Capital Outlay, schools are finding it increasingly difficult to fund major Capital Outlay projects, such as facility construction. School districts need the ability to pass bonds on local construction whereby a majority vote of the electorate is enough for it to pass. Under current law SDCL 7-24-2 county bonds only require a simple majority, while school related bonding requires a 60 percent vote to pass. Thus, the change would be consistent with another government subdivision requirement.

ADOPTED: 2018

5. PROPERTY TAX EXEMPTION FOR ALTERNATIVE INSTRUCTION HOME SCHOOL INSTRUCTION (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes legislation exempting parents or guardians who provide [alternative instruction home school instruction](#) from property taxes.

RATIONALE

Exempting specific taxpayers from the need to pay for public education defeats the purpose of taxation of the general public to provide the constitutionally mandated support for public schools. Parents and guardians utilizing [alternative instruction home school instruction](#) have made a choice when it comes to exempting out of the public school system and that choice should be respected, however, forgiving their tax obligation to fund public education is a dangerous precedent that would lead to any government service being provided on a use basis. Government cannot function in that model.

ADOPTED: 2018

REVISED: 2021

C. School Finance

6. MAINTAINING THE STATE AID INFLATION FACTOR (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports adherence to the State Aid inflationary index factor defined in SDCL 13-13-10.1, which requires school districts to annually receive an increase in state aid ~~of 3 percent or inflation, whichever is less.~~ The Governor and the Legislature have a constitutional obligation to maintain a state education funding system that provides for public schools to deliver a high-quality education and competitively compensate district employees.

RATIONALE

Appropriating funds for public schools is a constitutional requirement of South Dakota under Article 8, section 1, and must be a state budget priority. The inflationary index factor is critical to schools in order for them to maintain a consistent revenue source and without an inflationary factor, schools would not be able to withstand the inflationary increases of salaries, and operational expenses of schools and thus not meet the standard of education expected. In addition, schools are required by state law to meet accountability rules to maintain teacher salaries. Without the inflationary index schools could not meet those state mandated requirements.

There is growing concern when state dollars are limited, the inflation factor is optional and the legislature is not required to adhere to the law. Schools need the index factor and the Legislature needs to fund at least the minimum index requirement. School districts must be appropriated at least the index factor to pay for the growing needs within school districts to:

- a. provide salary increases to teachers, as well as maintain salaries for all personnel, and remain competitive in regional teacher salaries to attract and retain our best teachers.
- b. meet inflationary increases in the operation of the schools;
- c. maintain safety and health related services;
- d. provide current technology and instructional materials.

ADOPTED: 2018

REVISED: 2021

C. School Finance

7. ACCOUNTABILITY WAIVERS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports the waiver process option for school districts to seek relief from accountability requirements, including, but not limited to, meeting the target teacher compensation and the general fund reserve cash caps. In a fiscal year where school districts are not provided the statutorily required increase in state aid, ~~all waivers from~~ accountability requirements should be ~~waived~~ considered.

RATIONALE

There must be a balance between accountability and flexibility regarding funds for enhancing teacher salaries and general fund cash reserves. Each school district faces unique challenges and situations and the waiver process is an important component in guaranteeing flexible options for schools to meet the teacher salary targets and general fund cash reserve caps.

ADOPTED: 2018

REVISED: 2021

8. PROTECTING SCHOOL DISTRICT VALUATIONS

RESOLUTION

ASBSD opposes legislation that would reduce any property valuations without the inclusion of a hold harmless clause for school districts.

RATIONALE

ASBSD believes protecting property valuations to support school funding must be a priority in South Dakota. Any legislation that significantly reduces property valuations without a hold harmless for schools would have a drastic negative effect on school finance.

ADOPTED: 2019

9. ADDITIONAL FUNDING DURING COVID-19 PANDEMIC (PROPOSED DELETION)

Reason for Deletion: Additional federal funding has been provided to school districts to assist in covering COVID-19 related expenses.

RESOLUTION

~~ASBSD supports additional state and federal funding for school districts due to unforeseen and continued expenses incurred during the COVID-19 pandemic.~~

RATIONALE

~~There are many new one-time and on-going expenses that school districts are incurring during the COVID-19 pandemic in order to continue to provide high-quality education. These expenses are related to added staff needs for both certified and classified employees and multiple expendable items such as PPE, cleaning products, barriers and other items. Current budgets are being stretched and will need additional dollars to maintain a safe environment for students to learn in.~~

ADOPTED: 2020

REVISED: 2021

C. School Finance

~~10. STATE AID INFLATION FACTOR OF THREE PERCENT OR GREATER (PROPOSED DELETION)~~

Reason for Deletion: The amendment made in C6 implies an increase in state aid must be provided annually.

RESOLUTION

ASBSD supports increasing the State Aid Inflation Factor to three percent or inflation, whichever is greater, but not to exceed the increase in the general fund budget.

RATIONALE

To ensure public schools can recruit and retain quality employees, the state must maintain a long-term financial commitment to our schools in order to provide competitive salaries for their school employees.

The key here is that the State should increase the target teacher salary by the amount they expect the average teacher salary to increase. Until the FY11 freeze and the 8.6 percent cut schools received in FY12, the average increase in the per pupil formula (2.7%) was almost identical to the increase in the average teacher salary (2.8%). After the cut and before the ½ cent sales tax, the average increases (going back to FY98) were 1.9 percent compared to 2.3 percent. After the FY17 increases including mandatory increases in teacher salary, the new averages dating back to FY98 are 2.3 percent and 2.8 percent. For comparison, over that same period the average salary and benefit cost per State Employee FTE is 4 percent.

Over 80 percent of school general fund expenditures are salaries and benefits while over 80 percent of their non-federal revenue is derived from the State Aid Formula. If the State wants to increase teacher salaries X% per year it should increase the per pupil allocation by that amount. For the first 12 or 13 years of the formula the two tracked almost perfectly — the deviation happened (to the benefit of the average teacher salary and the detriment of everything else schools pay for) with the severe cut in 2012 and the restoration of that cut via the ½ cent sales tax in FY17 that included mandatory salary increases. If it costs the state 4 percent per year to employ its workforce, the state should expect roughly the same costs for school districts. An increase of the greater of three percent or inflation will at least allow schools to come closer to keeping their salaries up with the State and other employers and school districts in the region.

ADOPTED: 2020

REVISED: 2021

~~11. FALL ENROLLMENT CALCULATION GREATER OF 2019 OR 2020 (PROPOSED DELETION)~~

Reason for Deletion: Addressed in the one-time money provided to schools during the 2021 session.

RESOLUTION

ASBSD supports the Legislature amending the FY21 General State Aid Local Need calculation by using the greater of the 2019 or 2020 fall enrollment for each school district.

RATIONALE

The uncertainty of the global pandemic caused many school districts to have wildly fluctuating enrollment from the fall of 2019 to the fall of 2020. School boards had no way to accurately determine what that drop might be so staffing and other budgetary adjustments could not reasonably be made to respond to the lower enrollments. Allowing schools to use the higher enrollment would fund schools closer to their actual staffing levels rather than at a level based on a completely unpredictable decline in students due to no fault of the Districts.

ADOPTED: 2020

REVISED: 2021

C. School Finance

12. FUNDING FOR PARTICIPATION OF HOMESCHOOL STUDENTS IN PUBLIC SCHOOL DISTRICT INTERSCHOLASTIC ACTIVITIES (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports state funding for public school districts for each homeschool student who participates in any activity.

RATIONALE

Senate Bill 177, which was passed during the 2021 legislative session, removed the local school board's decision making on the participation eligibility of homeschool students in local activities. The requirement will increase student participation in interscholastic activities, as defined by the South Dakota High School Activities Association, and impose an unfunded mandate for the 2021-22 school year. Public school districts are not compensated for homeschool students not enrolled in the district and to avoid the costs associated with an increase in student participation continuing to compound, additional state funding should be provided.

ADOPTED: 2021

D. Taxation

1. COMMITMENT TO THE HALF PENNY SALES TAX RATIO

RESOLUTION

ASBSD supports continued adherence to the original ratio of funds from the half penny sales tax established in HB 1182 (SDCL 10-58-7) in 2016 dedicated to funding teacher salaries.

RATIONALE

ASBSD believes the State must continue the revenue distribution ratio implemented when the half-cent sales tax was approved in order for schools to maintain funding teacher salaries at the rate required by state mandates attached to the additional dollars and to fulfill the purpose the original statute intended.

ADOPTED: 2018

2. SCHOOL FUNDING – PARTRIDGE AMENDMENT

RESOLUTION

ASBSD supports legislation giving the legislature the authority to decide whether or not to reduce the state's sales tax rate by one-tenth of a percent should the revenue collected from the remote seller's tax – the tax collected by the state on Internet sales – exceed the previous calendar year's revenue collection from the tax by \$20 million.

RATIONALE

Revenue collections must be suitable in order for the state to meet its financial obligations, such as providing the statutorily required increase in state aid to education. The legislature, as the government stewards of the state budget, should be allowed the latitude to decide if lowering the state's sales tax rate is feasible based on whether or not revenue collections, as a whole, will meet the state's financial obligations to public education.

ADOPTED: 2019

3. AMENDMENT A TAX REVENUE FOR PUBLIC SCHOOLS (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports the receipt of tax revenue to public schools from the sale of marijuana, which was legalized by the passage of Constitutional Amendment A.

RATIONALE

Constitutional Amendment A, which was passed by a majority of voters in 2020 election, included a provision calling for the distribution of 50 percent of the remaining revenue collected from the excise tax imposed on the sale of marijuana be distributed to public schools after the regulatory costs for the state have been covered. The additional revenue would benefit public schools by allowing them maintain education programs, pay teachers and administrators a competitive wage, continue to provide a high-quality education to their students or to be utilized in manner benefitting the district, as it sees fit.

ADOPTED: 2021

E. Personnel

1. HUMAN RESOURCE MANAGEMENT

RESOLUTION

ASBSD supports a local public school district's ability to develop hiring, evaluation and compensation policies to develop performance and market-based compensation mechanisms that support local efforts to recruit and retain quality staff.

RATIONALE

School boards, administrators and teachers are in the best position to decide whether the school district has the financial resources, personnel, data systems and desire to implement local policy. Districts should have the flexibility to adopt effective hiring, evaluation and compensation policies.

ADOPTED: 2010

REVISED: 2012

F. Unfunded Mandates

1. STATE EDUCATION MANDATES

RESOLUTION

ASBSD supports legislative action to require the State to adopt a fiscal note associated with and providing funding for all mandates placed on local public school districts.

RATIONALE

When state mandates place additional burdens on school boards, funds should be allocated to compensate expenses incurred. Therefore, it should be the policy of the State Department of Education to adopt fiscal notes and request funding from the legislature, prior to the passage of all mandates placed on local public school districts.

ADOPTED: 2008

REVISED: 2017

2. FEDERAL MANDATES

RESOLUTION

ASBSD supports full funding for all federal mandates.

RATIONALE

When federal policymakers enact laws intended to foster higher levels of school performance and academic achievement, Congress must adequately fund federal mandates to avoid causing local school boards to shift local resources to meet the demands of federal education policies.

ADOPTED: 2008

REVISED: 2016

G. Federal Relations

1. MEDICAID SERVICE REIMBURSEMENT

RESOLUTION

ASBSD supports the continuation of federal Medicaid Service provided to public school K-12 for providing health services to Medicaid-eligible students.

RATIONALE

Public schools play a key role in identifying eligible children for Medicaid, connecting children to needed services in schools and communities. Medicaid service reimbursement funds help South Dakota public school districts provide outreach and coordination services that ultimately helps eligible children receive health services in a timely manner.

ADOPTED: 2008

REVISED: 2012

2. SCHOOL NUTRITION

RESOLUTION

ASBSD supports flexibility in federal law for state and local food service personnel to adjust the nutrition requirements including changes to the calorie maximum, to ensure they are providing school meals that meet the needs of their diverse student body in their communities.

RATIONALE

A one-size-fits-all policy ties the hands of local public school lunch providers. According to recent report, the USDA's new regulations have led to hungrier students, wasted food, and increased costs for schools.

ADOPTED: 2010

REVISED: 2016

3. E-RATE

RESOLUTION

ASBSD supports action by Congress and the Federal Communications Commission to strengthen the E-Rate program and improve the quality and speed of Internet connectivity in our nation's public K-12 schools.

RATIONALE

The E-rate program, officially called the Schools and Libraries Program Universal Service Fund, provides significant discounts to schools and libraries to help them build technology infrastructure and provide telecommunications and Internet services for students in low-income and rural areas. The program is a vital source of funding to maintain and improve Internet connectivity in public K-12 schools. Expansion of the federal E-rate program would improve access to technology for public K-12 schools and students.

ADOPTED: 2010

REVISED: 2012

G. Federal Relations

4. EVERY STUDENT SUCCEEDS ACT (ESSA)

RESOLUTION

ASBSD supports the federal education policy emphasizing the importance of local governance, providing states with more control over education standards and strengthening support for local control in managing school administration, budget development and related operations for public school district responsibilities.

RATIONALE

ESSA affirms state control of education standards by allowing them to set their own benchmarks for student achievement in math and reading. In addition, ESSA reaffirms the importance of local governance as state education standards will be up for peer review by public school board members, administrators, parents and other groups. A local governance measure included in the bill strengthens support for local control which will enhance the local district's goal of consistent student achievement.

ADOPTED: 2016

~~5. REPURPOSING FEDERAL FUNDING FOR SCHOOL CHOICE EXPANSION (PROPOSED DELETION)~~

Reason for Deletion: Unlikely the current administration will divert federal funds to support an expansion of school choice.

RESOLUTION

~~ASBSD opposes the repurposing of federal funds in order to expand non-public school choice options.~~

RATIONALE

~~The repurposing of federal funds to expand non-public school choice options would have lasting effects on public school programs that originally received these funds. The use of public funds to expand school choice damages public schools by removing dollars dedicated to these schools to support students in a multitude of programs.~~

ADOPTED: 2017

REVISED: 2021



2021 ASBSD Standing Positions

Updated 8/4/21

OVERVIEW

Standing positions are broad policy statements that reflect the core beliefs of South Dakota's locally elected public school board members. Standing positions provide your school board association with general direction and guidance on a range of education policy issues.

DIVERSITY AND EQUITY

School boards are encouraged to recognize and to understand the needs and strengths of all students. School boards should provide resources that will facilitate access to a high-quality, safe, and supportive education that prepares students for success. ASBSD urges local school boards to promote and to support the significant benefits of learning in racially, ethnically, and socio-economically diverse settings, to commit to equity and excellence for all students, and to support the needs of English-language learners.

Adopted: 2018

Revised: 2020

HEALTH & WELLNESS

ASBSD believes that wellness is related to staff and students well-being and their readiness to teach and learn. A growing body of research links student wellness to positive academic results, affirming the important role the overall wellness plays in student achievement.

Mental health is also vital to the wellbeing of all students and has become increasingly important as schools often serve as the first line of defense in providing mental health services or counseling to students. Schools are urged to seek additional State and Federal resources to support the mental health of their students.

ASBSD believes local public school boards should work with community stakeholders in a coordinated approach to promote policies and practices that encourage and enable wellness, including healthy food choices, nutrition education, personal care and hygiene and regular physical activity.

Comprehensive local policy includes multiple aspects of student/staff well-being, including drug resistance, suicide prevention, violence prevention and all forms of bullying.

ASBSD urges local public school boards to adopt policy that promotes healthy lifestyles and student safety, but opposes state mandates, whether funded or unfunded, which would limit the authority of local public school districts to design appropriate wellness programs that reflect school and community standards.

Adopted: 2008

Revised: 2021

INVESTMENT IN EDUCATION

ASBSD believes devoting public funds to elementary and secondary education is an investment in the social and economic future of our children, our communities, our state and our nation.

In South Dakota, public schools deliver an outstanding return on investment. The personal and economic benefits of a quality education have a direct and dramatic impact on individuals, families and communities. Investments in the public education system serve multiple ends, but none are more important to the economic future of our country than ensuring every child graduates from high school ready for the postsecondary education or the workplace.

ASBSD believes investing in elementary and secondary education leads to improved student outcomes, particularly when investments strengthen teacher quality, improve access to high quality public K-12 programs and provide extended learning opportunities for students at-risk.

South Dakota's Constitution prescribes the commitment to public education in Article 8, Section 1; "The stability of a republican form of government depending on the morality and intelligence of the people, it shall be the duty of the Legislature to establish and maintain a general and uniform system of public schools wherein tuition shall be without charge, and equally open to all; and to adopt all suitable means to secure to the people the advantages and opportunities of education."

~~State law (SDCL 13-13-10.1) mandates funding for public education in South Dakota must be increased by the percentage of growth in the Consumer Price Index (CPI-W) or 3 percent, whichever is less. The State Aid inflationary index factor defined in SDCL 13-13-10.1 requires school districts to annually receive an increase in state aid.~~ This law requires a minimum an increase in the investment in public education be made by the state each year and is the only such legal requirement amongst the state's institutions.

Adopted: 2011

Revised: 2021

LOCAL GOVERNANCE

Public school districts are governed by elected leaders, who are responsive and accountable to local citizens. An informed, active citizenry is essential to our democratic and representative form of government.

Local boards, within parameters established by state law, are vested with authority to make local education decisions. Local board members, as the elected representatives closest to the students, families and communities in which they live, are best positioned to understand student and community needs and identify effective solutions. A local public school board cannot delegate statutory duties and responsibilities. State law must allow governance flexibility to ensure all school boards are positioned to meet the needs of their community and the changing public school environment.

Public school boards are accountable to students, citizens and staff for: providing education programs; striving for excellence; identifying needs; adopting clearly defined written policies; measuring program success; and interpreting and disseminating information to the public; and setting the school calendar that best fits their district.

Public school boards function best in a non-partisan, broadly representative, team-spirited manner while putting district needs ahead of partisanship, special or personal interest – be they political, racial, religious, geographic, economic, social, civic or any other form. The board and superintendent, along with other key personnel, serve as a local governance leadership team that works together to effectively and efficiently operate a public school district.

ASBSD supports the judgment and integrity of South Dakota public school board members and opposes initiatives or legislation that impedes a school board's ability to govern.

It is ASBSD's expectation that school board members be fully invested in the concept of public school education and the purpose for which public schools are created.

Adopted: 2007

Revised: 2020

NATIVE AMERICAN INDIAN EDUCATION

~~A range of statistical indicators reveal persistent and dramatic achievement gaps between Native American Indian students and their peers, depriving a significant portion of South Dakota's children of an equal opportunity to claim a more prosperous personal, social and economic future.~~

~~All students can face barriers to learning, but many of South Dakota's Native American Indian children are surrounded by a concentrated and generationally pervasive poverty that jeopardizes an individual's health, safety and personal belief in the value of education.~~

ASBSD believes South Dakotans must continue to work toward solutions by embracing the pride, heritage and dignity of Native American Indian culture, fostering collaboration and establishing long-term commitments, including consideration of the implementation of the Oceti Sakowin Essential Understandings or other curriculum and coursework in South Dakota American Indian history and culture, to improving public educational outcomes for Native American Indian students.

Adopted: 2010

Revised: 2021

OPEN GOVERNMENT AND TRANSPARENCY

As public bodies, school boards operate in a transparent manner that promotes active civic engagement and public discourse. Effective and efficient governance respects the public's right to observe, respectfully record a board meeting and petition government while operating under the legal framework of school board, state and federal policy. Public school boards, as government entities closest to citizens, provide a wealth of public information, including thorough financial records.

ASBSD believes it is incumbent upon each public school board member to have a working knowledge of both open meeting laws and privacy laws.

ASBSD supports state policies and potential legislation allowing public school boards the local option to post official minutes and public notices online.

ASBSD supports full disclosure of conflicts of interest as prescribed by law (reference SDCL 3-23-6 through 3-23-9).

Adopted: 2009

Revised: 2019

PUBLIC SCHOOL CHOICE

ASBSD believes South Dakota's public education system, through South Dakota's open enrollment laws, should provide parents and students the choice to attend any of South Dakota's public schools.

ASBSD supports open enrollment laws that work to promote cooperation among public school districts that help meet the educational needs of all students and families.

ASBSD supports partnerships between schools and parents to offer diverse and multiple high quality educational options to meet the individual needs of students.

Adopted: 2007

Revised: 2020

SAFE AND SECURE SCHOOLS

ASBSD believes South Dakota public school students deserve to learn in a safe and secure school environment.

A growing body of research has linked student achievement and behavior, as well as staff morale, to physical building conditions. Every child deserves a safe, technologically-ready school facility designed for student learning.

ASBSD believes local public school boards are responsible for the adoption of plans to prevent and respond to situations that threaten the safety or well-being of students and staff. School districts are encouraged to work with a variety of state and local government agencies and to prepare effective emergency response plans.

State and local government agencies are encouraged to inform and collaborate with school districts to obtain and utilize appropriate resources that will enhance the safety and security of school buildings.

ASBSD believes local public school boards, acting in compliance with federal and state law, must have the authority to enact and implement policies and procedures that maintain safe, orderly schools and create supportive learning cultures.

ASBSD supports current laws designed to keep convicted criminals from employment in schools and illegal drugs and weapons away from school buildings.

ASBSD urges parents, businesses, communities and state agencies to work with local school boards to provide safe, crime-free schools.

ASBSD recognizes the crucial role law enforcement, the juvenile justice system, social services, court-appointed advisors, mental health providers, and the medical community play in serving students and their families in protecting the school environment.

Adopted: 2010

Revised: 2020

SCHOOL FINANCE

South Dakota's public school students deserve a comprehensive school finance system. School finance decisions, whether at the local, state or federal level, should build the capacity of the public education system to expand learning opportunities for students. Policy makers at all levels should fulfill commitments and obligations to public schools before providing financial support to non-public schools.

ASBSD supports a school finance system that:

- Provides necessary equitable, predictable and timely funding; and
- Provides equal opportunities to all public school students while addressing South Dakota's diverse student needs; and
- Provides judicious funding based on relief for enrollment fluctuations; and
- Provides locally elected public school boards the authority and responsibility to prioritize and allocate funding, within the mandates and parameters of each fund set in state statute, to best meet student needs; and
- Provides additional funding to meet state and federal expectations.

Adopted: 2007

Revised: 2019

SCHOOL REORGANIZATION

ASBSD believes school district reorganization, resource sharing and cooperative arrangements are in the best interest of South Dakota's public school students when:

- Educational outcomes, measured in expanded educational opportunities with expectations for improved achievement, is the most important consideration; and
- Geographical issues are considered, including the amount of student travel time and allowing for continued community participation; and
- Reorganization is voluntary – initiated at the local level by the board or citizens and approved by the citizens of the public school district.

Adopted: 2006

Revised: 2020

STUDENT ACHIEVEMENT

One of a local public school board's core responsibilities is to develop, adopt and oversee policies focused on improving student achievement and eliminating achievement gaps between low achieving students and students performing at or above grade level. Every student can achieve at high levels when the state, local public school boards and communities establish high expectations and provide necessary resources and support for students.

Today's public school boards strive to develop instructional policy that provides for multiple paths to knowledge that moves students to develop more critical thinking, collaborative problem solving and self-reliance skills.

As community leaders, public school board members focus on providing programs and working collaboratively with other agencies.

Student achievement should be gauged using an accountability system based on multiple assessments that are valid, reliable, defensible, credible and diagnostically meaningful to a variety of stakeholders.

ASBSD urges policymakers at all levels to support programs that promote high level skills such as digital literacy, innovative thinking, and interactive communication to engage learners leading students to succeed in today's highly competitive, global economy.

Adopted: 2010

Revised: 2020

TECHNOLOGY IN EDUCATION

Technology has an essential and expanding role in our global society. Emerging information and communication technologies will reshape how students learn and how they apply their knowledge, skills and abilities.

ASBSD believes technology transforms public K-12 education. The infrastructure, hardware, software, and platforms are either available or being developed that will continue to change the nature of how we teach our children in profound and far-reaching ways.

ASBSD believes technology is a powerful, important tool for public education to be used in combination with proven teaching and learning strategies to ensure a high-quality education.

ASBSD supports technology initiatives that are focused on improved student outcomes and that reflect the need for ongoing support and renewal in the ever-changing technological landscape. Digital technology using virtual learning strategies, blended learning, and other cutting edge teaching coupled with quality training, will advance our students in the highly competitive global environment.

South Dakota's public school systems should embrace technology as a catalyst to improve teaching and learning. School district staff need support, through high-quality, embedded professional development, to integrate technology into their instruction. Technology integration is a critical tool to prepare our students for digital world that is transforming around them.

Adopted: 2012

Revised: 2019