

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

Vision: *Respect – Pride – Excellence for All*

AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
Monday, April 25, 2022
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**

May 4	Early Release
May 9	Board of Education Meeting – 5:30 p.m. ~ IPC
May 11	Employee Recognition Banquet ~ Huron Event Center
May 18	Baccalaureate – 8:00 p.m. ~ Huron Arena
May 19	Last Day of Classes / Early Release
May 20	Teacher Checkout
May 22	Graduation – 2:00 p.m. ~ Huron Arena
May 23	Board of Education Meeting – 5:30 p.m. ~ IPC
May 30	Memorial Day Holiday / No School
June 6 – 24	ESL Summer School for Grades K-7 ~ 7:45 a.m. – 1:00 p.m. Monday – Thursday
August 9	HSD On-Line Surplus Property Auction Closes
6. **Community Input on Items Not on the Agenda**
 - Policy BFB – Public Participation at Board Meetings
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The Superintendent of Schools recommends approval of the following:

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

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

 - 1) Krysten Sifuentes/Substitute Food Service Worker/\$17.31 per hour
 - 2) Rebecca Granados/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour
 - 3) Amber Broers/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour
 - 4) Sher Khin/Food Service ~Buchanan Satellite/\$17.31 per hour
 - 5) Jamee Kattner/.5 Marching Band Assistant/\$2,528 per year

- 6) Carson Britzman/Spring Strength & Conditioning Coach/\$1,896 per year
- 7) Chantelle Kremer/Licensed Physical Therapy Assistant/\$30.00 per hour
- 8) Samantha Brace/DI Volunteer
- 9) KayRa Say/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour

b) Contracts for Board Approval

- 1) Camryn Binger/Special Education Teacher~Buchanan/\$47,332 per year
- 2) Taylor Ryan/Teacher-HMS/\$50,740 per year

c) Resignations for Board Approval

- 1) Richard Olson/Food Service~Buchanan Satellite
- 2) Christian Small/50% MS Memory Book/1 year

d) Consideration and Approval of Bills

e) Intent to Apply for Grant Funding

Group Applying

Contact Person
Name of Award
Name of Funder
Amount to be Requested
Project Focus

Preschool Partnership Program
Jolene Konechne
United Way
UW Heartland Region
\$3,000
Preschool Partnership Program

f) Intent to Apply for Grant Funding

Group Applying

Contact Person
Name of Award
Name of Funder
Amount to be Requested
Project Focus

Huron Middle School
Tammy Barnes
United Way
United Way
\$387.84
Publishing a book for each 7th grade writing student for 2022-23

g) Request Permission to Bid for CTE Student Built House ~ 2022-2023 SY

(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:

- Natosha & Natalie Hufford for their donation of Girl Scout Cookies to the staff at the Washington 4-5 Center
- The Community Partners / Vendors that participated in the Business and Career Fair on April 14th

10. REPORTS TO THE BOARD

- a) Good News Report ~ Technology Department ~ Roger Ahlers
- b) Superintendent's Report

11. OLD BUSINESS

- a)

12. NEW BUSINESS

- a) SDHSAA 2022 Official Election Ballot
 - 1) Division II Representative
 - a) Dr. Jeff Danielsen, Watertown

2) **Amendment to Constitution and Bylaws**

- a) Amendment No. 1 ~ Section 1. Application for Membership
- b) Amendment No. 2 ~ Section 3. Dues
- c) Amendment No. 3 ~ Section 3, Subsection J
- d) Amendment No. 4 ~ Section 10. Control of Eligibility of Students
- e) Amendment No. 5 ~ Add Sub-Subsection 6 to Chapter I, Part IV, Section 1, Subsection D of the SDHSAA ~ 6. Alternative Instruction Students
- f) Amendment No. 6 ~ Section 3. Seventh and Eighth Grade Contestants
- g) Amendment No. 7 ~ Section 2. Basis for Classification by Enrollment

The Huron School District Activities Director is supported by the High School Principal and Superintendent of Schools and recommends that we vote for Dr. Jeff Danielsen and "Yes" on all 7 amendments.

- b) **Transfer 2 Old Scoreboards Removed from Middle School Gym to town of Alpena for their gym**

13. **ADJOURNMENT**

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

Camryn Binger

March 25, 2022

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 **8/8/2022** 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.

BS
Hired 2022-2023 W/BS and 0 years of teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 8. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

*****CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY FRIDAY, APRIL 1, 2022*****

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 11th day of April, 2022

Witness: Dolly Benavides

Print Name: Camryn Binger

Sign here: Camryn Binger
Teacher

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

Taylor Ryan

April 12, 2022

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 \$ 50740 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 **8/8/2022** 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.

BS
Hired 2022-2023 W/BS and 0 years of teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 8. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

*****CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY APRIL 20, 2022*****

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 18 day of April 2022

Witness: Chelsea Ryan

Print Name: Taylor Ryan

Sign here: Taylor Ryan
Teacher

Christian Small
2346 Frank Avenue
Huron SD, 57350
605-860-2070
Christian.small@k12.sd.us

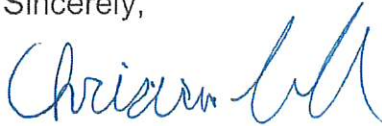
4/13

Dear Huron School Board,

Please accept this letter as notification that I am leaving my position as part of the Memory Book.

If I can be of assistance during this transition, please let me know.

Sincerely,



Christian Small

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>				
	1			
Checking	1	Fund: 10 GENERAL FUND		
DAKOTA EDUCATION CONSULTING		PROF SVC	3,250.00	
MG OIL COMPANY		SUPPLIES	17,282.08	
NORTHWESTERN ENERGY		UTILITIES	2,713.53	
		Fund Total:		23,245.61
		Checking Account Total:		23,245.61
<u>Checking</u>				
	4			
Checking	4	Fund: 51 SCHOOL NUTRITION FUND		
MG OIL COMPANY		SUPPLIES	317.16	
		Fund Total:		317.16
		Checking Account Total:		317.16



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

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 4-13-22 Contact Person: Jolene Konechne

Group Applying: Preschool Partnership Program

Name of Grant/Award: United Way

Name of Funder: UW Heartland Region Contact Person: Jen Bragg

Amount to be Requested: \$3,000 Funder's Submission Due Date: 5/13/2022

Project Focus: Preschool Partnership Program

How awarded amount received? Full amount up front Reimbursement

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

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

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

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

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

Signature: Jolene Konechne 4/13/22
Building/Department Administrator Date

Signature: Linda J Pietz 4/13/22
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 4-13-22
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



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

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 4-8-22 Contact Person: Tammy Barnes

Group Applying: Huron Middle School

Name of Grant/Award: United Way

Name of Funder: United Way Contact Person Jennifer Bragg

Amount to be Requested: \$387.84 Funder's Submission Due Date: _____

Project Focus: Publishing a book for each 7th grade writing student for 2022-23.

How awarded amount received? Full amount up front Reimbursement

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

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

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

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

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

Signature: [Signature] Date: 4/8/2022
Building/Department Administrator

Signature: [Signature] Date: 4/11/22
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: [Signature] Date: 4-11-22 2:30pm
Kelly Christopherson, Business Manager

Presented to School Board: _____



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2022 OFFICIAL ELECTION BALLOT
DIVISION II REPRESENTATIVE- SUPERINTENDENT
TERM: JULY 1, 2022 TO JUNE 30, 2027**

Division II Representative- To be filled by a SDHSAA member school Superintendent.

This position is currently held by Terry Rotert of Huron high School. The Division II representative may be a Superintendent from any SDHSDAA member school with a 2021-22 ADM from 1042 to 543. The Division II schools include Brandon Valley with a 2021-22 ADM of 1042 to O’Gorman with a 2021-22 ADM of 543. This position must be filled by a Superintendent. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** The person elected will serve a five-year term on the SDHSAA Board of Directors and is unable to run for re-election in the Division III Representative slot. Member schools in the Division III Representative group include: Brandon Valley, Aberdeen Central, Watertown, Brookings, Mitchell, Yankton, Sturgis Brown, Pierre TF Riggs, Douglas, Huron, Spearfish, and O’Gorman. Aberdeen Central is ineligible due to already having a member on the Board of Directors.

You may vote for one candidate.

The deadline for the return of this ballot is **May 31, 2022.**

Dr. Jeff Danielsen, Watertown

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 1

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 1

Amend Article III, Section 1 of the SDHSAA Constitution as such:

SECTION 1. APPLICATION FOR MEMBERSHIP. Any high school approved and accredited by the secretary of the department of education and cultural affairs, except such schools as have been expelled and have not been reinstated under Art. VIII of this Constitution, may become a member of this Association by (1) submitting a statement signed by a proper school official to show that the governing board has taken action to approve the application for membership and, also, to approve this Constitution and these Bylaws; (2) designating its official representative; **and** (3) having the ~~principal (or superintendent)~~ **Superintendent (or Chief Executive Officer) and Board of Education** of the high school subscribe in writing to this Constitution and Bylaws; ~~(4) paying the three dollar (\$3.00) initial membership fee, and the dues for the current year.~~ The Association's year shall begin on July 1 and end on June 30.

Rationale: This changes the language to reflect actual practice. We do not require any initial membership fee, and the annual resolution authorizing membership in the SDHSAA is signed by the School District Superintendent and Board of Education.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 2

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 2

Amend Article III, Section 3 of the SDHSAA Constitution as such:

SECTION 3. DUES. Each member school shall pay dues for each student enrolled in grades 9, 10, 11 and 12. The amount of dues per student and the minimum and maximum dues per school will be recommended by the Board of Directors. Each member school will have an opportunity to vote on the Board of Director's recommendation with the majority prevailing. Entry fees for all events shall be determined by the Board of Directors. (By Board Action in the 2020-21 school year, the SDHSAA has suspended membership dues and fees, beginning in FY2022.)

Rationale: Reflects board action, as recommended by SDHSAA staff, beginning in FY2022. If reinstatement of membership dues is financially necessary in the future, the membership and Board of Directors will have an opportunity by policy to decide on the structure of those dues.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 3

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 3

Amend Article VII, Section 3, Subsection J of the SDHSAA Constitution as such:

J. The Board of Directors, or the Executive Director, as hereinafter provided in Section 10, shall have authority to waive the enforcement of the transfer rule when it appears that an individual student would be unjustly penalized because of (1) death of a parent; (2) divorce; (3) court adjudicated separation of the parents; (4) change in economic status of the parents beyond the control of the student's family which forces the transfer. A waiver under this sub-section shall only be granted when the economic change is a foreclosure, bankruptcy, or parents loss of job which would require documentation by the parents; (5) assignment, by any governmental agency of a student to a particular school or school district; (6) assignment, by any governmental agency, of a student to a facility such as McCrossan Boys Ranch; ~~(7) No Child Left Behind—NCLB;~~ and (87) any other circumstance of a similar serious nature.

Rationale: NCLB no longer exists, and there are no feasible reasons by which a student would need a waiver of the transfer rule due to ESSA. This was used in the past when students had completed the entirety of available course offerings within a school. With distance learning and dual credit possibilities due to technological advancements, this reason for hardship is no longer needed.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 4

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 4

Amend Article VII, Section 10 of the SDHSAA Constitution as Such:

SECTION 10. CONTROL OF ELIGIBILITY OF STUDENTS. Since it is important that eligibility cases be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. The term “days” when used in this policy will mean working days. (Monday-Friday except holidays)

The eligibility of students of member high schools to participate in South Dakota High School Activities Association events will rest with the Board of Directors of the Association under the powers of Section 3 above.

LEVEL ONE: EXECUTIVE DIRECTOR

Initial rulings on request for interpretations regarding eligibility based on the Association Constitution and Bylaws, including rulings on all hardship cases, will be made by the Executive Director. Once the request is received in the SDHSAA office, the Executive Director will render a decision in writing to the aggrieved party within fourteen (14) days.

LEVEL TWO: APPEALS COMMITTEE

The member school aggrieved by a decision of the Executive Director in eligibility cases may appeal such decision to an Appeals Committee of the SDHSAA within seven (7) days after receiving notification of the Executive Director’s decision. Such requests will:

- A. be made in writing
- B. be signed by the **Superintendent/CEO or Board of Education of the** member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

The Appeals Committee will be appointed by the Executive Director and will consist of three (3) members **of the SDHSAA Board of Directors**, one of whom will be designated as the chairman of the committee. ~~All members of such an Appeals Committee will be superintendents, high school principals, athletic/activities directors, or board of education members of member schools but n~~No representative will be named from a school which is involved in the decision. The Executive Director of the SDHSAA will establish a date and conduct a hearing within seven (7) days and will advise all interested parties and committee members of the time, place and purpose of the hearing.

The hearing conducted by the Appeals Committee will be fair, impartial and in accord with due process of law. The Appeals Committee will have the authority to investigate the factual situation as per each request and require that additional, specific information be submitted. The aggrieved party and the Board of Directors will have the right to be represented by counsel; to examine and cross-examine witnesses; and to present evidence of all relevant nature in the matter before the Committee. The Appeals Committee will render a decision

within seven (7) days following the hearing. Any decision made by the Appeals Committee may be appealed to the Board of Directors. Such requests will:

- A. be made in writing
- B. be signed by **Board of Education or the Superintendent/CEO** of the member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

LEVEL THREE: BOARD OF DIRECTORS

Appeals ~~from the three member of the decision of the~~ Appeals Committee shall be initiated by the member school and will be to the Board of Directors of the SDHSAA. **The three SDHSAA Board of Directors members involved in the Level Two appeal shall not participate in the Level Three appeal.** The request will be filed within seven (7) days after receiving notification of the decision of the Appeals Committee. The decision of the Board of Directors will be final. The Executive Director and/or the Board of Directors will have the authority to investigate the factual situation as per each request and require that additional specified information be submitted. The Board of Directors will hear appeals during their next regularly scheduled meeting, **unless it is agreed upon by the Board of Directors to hear the appeal in a special meeting due to timeliness of the request.**

Written notification of the decision of the Board of Directors will be rendered through the office of the Executive Director within seven (7) days following the Board of Directors hearing.

Nothing herein contained will prohibit the Executive Director or the Board of Directors from initiating investigations of cases of eligibility, including the right to require that information pertinent to such investigations be submitted. The Board of Directors can issue rulings resulting from such investigations in the same manner and with the same force and effect as decisions rendered pursuant to written requests.

All decisions of the Board of Directors rendered pursuant to this section shall be final.

Rationale: The Executive Director processes approximately 80-100 hardship requests per year, and a growing number are being appealed to levels two and three without knowledge of the school's Superintendent or Board of Education. In addition, the current level two process relies on a random sampling of three membership administrators to fully understand the SDHSAA constitution and by-laws and puts those administrators in a difficult position. Involving members of the Board of Directors in the Level Two process allows for participation from individuals with a deeper understanding of SDHSAA processes and involves individuals who have been voted in as a Board Member by the SDHSAA membership to represent their interests.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 5

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 5

Add Sub-Subsection 6 to Chapter I, Part IV, Section 1, Subsection D of the SDHSAA By-Laws as such:

6. Alternative Instruction Students: Students receiving alternative instruction satisfy the SDHSAA Scholastic/Academic Eligibility Rule (By-Laws Chapter 1, Part IV, Section 1, Subsection D) through compliance with SDCL 13-27-3 and submission of transcripts per SDCL 13-36-7.

Rationale: This brings us into compliance with changes to SDCL 13-36-7 from the 2021 Legislative Session.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 6

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 6

Amend Chapter I, Part IV, Section 3 of the SDHSAA By-Laws as such:

SECTION 3. SEVENTH AND EIGHTH GRADE CONTESTANTS. Member schools may use seventh and eighth grade students on high school teams for high school contests provided they meet scholastic standards fully equivalent to those required for students in grades 9-12 by the Association. **7th and 8th grade students satisfy SDHSAA scholastic standards via compliance with SDCL 13-27-3 and submission of transcripts per SDCL 13-36-7.**

Rationale: This brings us into compliance with changes to SDCL 13-36-7 from the 2021 Legislative Session.



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2022 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 31, 2022**. In order to pass, a proposal must receive a 60% favorable vote. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 7

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 31, 2022

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

AMENDMENT NO. 7

Submitted By: SDHSAA Native American Advisory Council and SDHSAA Staff

Proposal: Amend Article III, Section 2 of the SDHSAA Constitution as Such-

SECTION 2. BASIS FOR CLASSIFICATION BY ENROLLMENT. ~~When a Member~~ Member schools are classified according to enrollment for participation in the various athletic or fine arts activities sponsored by the Association, reflective of actual figures collected by the South Dakota Department of Education on the last Friday in September of each reclassification/alignment year ~~will be utilized to establish classifications.~~ **In addition to actual figures collected by the South Dakota Department of Education, a Free and Reduced Lunch Multiplier shall be utilized to adjust enrollment counts dependent upon the reported percentage of students in grades 9-12 at each school who qualify for Free and Reduced Lunch according to the South Dakota Department of Education per Federal guidelines. The free and reduced lunch percentage shall be multiplied by 30%, and the resulting percentage will be used to reduce the enrollment count of the school, with a maximum multiplier reduction of 30%. The resulting enrollment count with multiplier shall be used as the official enrollment number of the school when determining classifications. Special programs utilized by the Federal Government whereby a school is classified on an other than annual basis may be considered by the Board of Directors (i.e.-Community Food Programs, etc).** Reclassification and alignments for all sports and fine arts activities shall be done at the same time so that the two-year periods are concurrent for all activities.

Rationale: We have a number of schools on the line between classifications with large populations of students who qualify for Free and Reduced Lunch. In general, those schools and students have severe discrepancies in access to equipment and school/personal access to outside training opportunities as compared to similar sized schools with low populations of students who qualify for Free and Reduced Lunch. This multiplier is used in several other states, and free and reduced lunch percentage has been widely accepted as a major factor in athletic/activity success. This multiplier would allow those schools to remain in a classification level that most appropriately reflects their opportunities.

Formula (example using FRLP of 85% and enrollment of 400):

- Step 1- multiply 30 by FRLP. (ex- $30 \times 0.85 = 25.5$)
- Step 2- subtract resulting number from 100 and change to a percentage (ex- $100 - 25.5 = 74.5$, change to 74.5% or .745)
- Step 3- Multiply Enrollment number by the Step 2 percentage (ex- $400 \times .745 = 298$)

Examples:

- School 1: 9-11 Enrollment 400, FRLP 100%, multiplier of 30%, adjusted enrollment 280.
- School 2: 9-11 Enrollment 400, FRLP 50%, multiplier of 15%, adjusted enrollment 340
- School 3: 9-11 Enrollment 400, FRLP 70%, multiplier of 21%, adjusted enrollment 356
- School 4: 9-11 Enrollment 400, FRLP 30%, multiplier of 9%, adjusted enrollment 364.
- School 5: 9-11 Enrollment 400, FRLP 85%, multiplier of 25.5%, adj. enrollment 298.