

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, March 13, 2023
5:30 p.m.



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

March 17	No School – Spring Break
March 27	Board of Education Meeting – 5:30 pm – IPC
April 5	Early Release
April 7	No School – Holiday Break
April 10	No School - Vacation
April 11	School Board Election
April 11	Board of Education Meeting – 5:30pm – IPC
April 24	Board of Education Meeting – 5:30pm – IPC
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
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 recommends approval of the following:

 - a) **Approval and/or Corrections of Minutes of Previous Meeting**
 - b) **Approval and/or Corrections of the Financial Report**
 - c) **Consideration and Approval of the Bills**
 - d) **Approval of New Hires to the District**

Classified personnel and substitute teachers must be approved in order to be covered by our workmen's compensation plan.

 - 1) Haylee Peterson/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 2) Cliff Hadley /Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 3) Rickey Nelson/Event Clean Up Custodial/\$27 per hour
 - 4) Samantha Blue/TAP Site Greeter - \$18.11 per hour, TAP Classroom Leader - \$18.11 per hour and TAP Site Supervisor - \$32.77 per hour
 - 5) Joel Bergeson/Transferring from .5 Asst GTN to Asst GTN - \$3,160 per year
 - 6) Shee Lar Paw/Volunteer/McKinley Learning Center
 - 7) The following High School student will begin working at Madison 2-3 Center: Kaylee Luepke (11 gr)

- e) **Resignations for Board Approval**
 - 1) Sarah Miner/7th gr Volleyball Coach/3 years
 - 2) Dru Strand/Assistant Varsity Boys Wrestling Coach/7 years
 - 3) Myranda Holtrop/Head Varsity Girls Soccer Coach/6 years
- f) **Contracts for Board Approval**
 - 1) Amy Schoenfelder/RTI Specialist/Instructional Coach-Buchanan/\$66,236 per year
- g) **Contract for Project Skills - SD Department of Human Services and Huron School District 03/2023**
- h) **Permission to rebid for outdoor freezer for Food Service at the Middle School**
- i) **Intent to Apply for Grant Funding**

Group Applying	HMS Art Club
Contact Person	Lyndi Hudson
Name of Award	HYLC Grant
Name of Funder	United Way
Amount to be Requested	\$500
Project Focus	supplies for students to use in an extracurricular art club
- j) **Intent to Apply for Grant Funding**

Group Applying	HSD Junior Class
Contact Person	Tatum Peterson, Jennifer Fuchs
Name of Award	HYLC Grant
Name of Funder	HYLC
Amount to be Requested	\$500
Project Focus	Prom DJ
- k) **Intent to Apply for Grant Funding**

Group Applying	Madison 2-3 Center
Contact Person	Heather Rozell, Lynn Soward, Megan Smith
Name of Award	Huron Community Foundation Grant
Name of Funder	Huron Community Foundation
Amount to be Requested	\$6,100
Project Focus	Inchy's Bookworm Vending Machine

(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 to:

- **Isabelle Ellwein** (12th gr) 1st Team All-Conference Team ESD GBB
- **Reilyn Zavesky** (12th gr) 1st Team All-Conference Team ESD BBB
- **Moses Gross**/145 lbs (10th gr) All-Conference Team ESD Boys WR
- **Charlie Sah**/106 lbs (8th gr), **Htee Htoo**/126 lbs (12th gr), **EhLer Klay**/132 lbs (12th gr) All-Conference ESD Girls WR

Thank You to:

- **Social Workers Week** was March 5-11 – a belated Thank you!
- **Amy Van Diepen** for her donation of boxes of Kleenex to the Kindergarten wing at Buchanan
- **the Huron Education Federal Credit Union** for the candy that they shared with the Buchanan staff

10. **REPORTS TO THE BOARD:**
 - a) **Presentation of the 2021-2022 Audit Report – ELO CPA's & Advisors**
11. **NEW BUSINESS**
 - a) **Approve the 2021-2022 Audit Report**
12. **REPORTS TO THE BOARD:**
 - a) **Classified Employee of the Month – Presented by Laura Willemssen Mark Pomerico, Custodian, Middle School**, has been selected as Classified Employee of the Month for March 2023. Nomination comments are included in this packet. Congratulations Mark!
 - b) **LAN Report – Tim Van Berkum**
 - c) **Board Goal Report – Mike Radke**
 - d) **Business Manager's Report**
 - e) **Superintendent's Report**
13. **OLD BUSINESS**
 - a) **Certified Staff Recruitment Incentive** – 1st Reading
14. **NEW BUSINESS**
 - a) **Policy BE – Organization of the Board of Education** – introduction
15. **EXECUTIVE SESSION**

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

2/28/2023

Dear Mr. Rotert,

I am writing this letter to notify you formally that I am resigning from my position as the 7th Grade Volleyball Coach at Huron High School, effective 2/28/2023.

As a coach, I have enjoyed the chance to provide our student athletes with the opportunity to participate in the sport of volleyball. It has been a mutually beneficial experience, as I have learned as much from them as they have from me!

Thank you for your support and encouragement.

Please let me know how I can help during the transition period.

Sincerely,

Sarah Miner

 3-1-23

Greetings,

I, Dru Strand on March 3rd, 2023, would like to inform you, that I will be resigning as varsity assistant boys wrestling coach to focus more on girls wrestling.

From,

Dru Strand

TR 3-2-23

To whom it may concern:

After 6 years as the Girls Soccer head coach, I am resigning from my position effective after the 2022-2023 school year. I have enjoyed my time building the program up while building relationships with many athletes. When I first began, we struggled fielding a JV and Varsity team and this last season, we had two full teams with only a handful of girls playing on both teams.

As to my reason for resigning, I feel like I am not able to provide as much of a service to the girls as I would like. With my husband coaching in the fall and having a young child, I do not have adequate time to devote to the program. I would like to be able to spend more time with my family as my son will soon begin his own after school sports and activities.

I am willing to help in any way necessary for there to be an easy transition.

Thank you for the opportunity to coach such amazing athletes.



Myranda Holtrop

DR 3-7-23



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

03/08/2023

Amy Schoenfelder

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **RTI Specialist/Instructional Coach** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$66,236** 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 **08/14/2023** 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 employment 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. Employees 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 employee and the Board of Education.

August 2023 - Prof Contract Increased - Employee will work 5 days above and beyond teachers 180.5 days with 4 days of pay at teachers daily rate and 1 day of "comp time." The above salary includes \$1,436 for 4 extra days of work. Extended days do not count toward the retainment and retention benefit in our school district and must be pre-approved by 3 people - Principal, Director of Instruction, Superintendent of Schools.

MS

Base Contract: \$64,800

4 Extra Days - Instructional Coach \$1,436 Step 0

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 03/17/2023

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 contract 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."

Employee Signature

Amy Schoenfelder

Date

03/08/2023 01:54 pm



DIVISION OF REHABILITATION SERVICES

811 East 10th Street, Dept. 21
Sioux Falls, SD 57103-1650
Pierre, South Dakota 57501-5070
Phone: (605) 367-5330 | TTY: (605) 367-5330
FAX: (605) 367-5327
Website: dhs.sd.gov

Enclosed is the Project Skills agreement with your agency and the South Dakota Department of Human Services and is a standard template required by DHS Fiscal Department. This agreement requires an electronic signature from your school. If you are not the person who would sign this contract, please forward the electronic signature email to the person in your agency who would be signing the contract. Once all signatures are completed, you will receive an email to download the signed contract for your records.

Just a reminder that the DHS-RS-340 Project Skills Monthly report must be completed monthly for each student participating in Project Skills and sent to the VR Counselor. The DHS-RS-346 Assurance of Match report is sent to me each quarter reporting the amount of match provided through direct services. More information the Project Skills Program can be found at: <http://dhs.sd.gov/rehabservices/projectskills.aspx>

Thank you in advance for your prompt attention in this matter. If you have any questions or concerns, please call me at 605.367.4657 or Katie.Gran@state.sd.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katie Gran". The signature is fluid and cursive.

Katie Gran, DRS Transition Specialist

Agreement # **5195-605-855 24**

Service PO # _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF REHABILITATION SERVICES
DIVISION OF SERVICE TO THE BLIND AND VISUALLY IMPAIRED**

Cooperative Agreement
Between

Huron School District 02-2
105 5th Street SW
Huron, SD 57350

Referred to as Cooperative Agency

State of South Dakota
Department of Human Services
Division of Rehabilitation Services and
Division of Service to the Blind and Visually Impaired
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre SD 57501-5070

Referred to as State

1. The Cooperative Agency is either a School District or Educational Cooperative agreeing to participate in the Project Skills Program.

2. PURPOSE OF AGREEMENT:

- A. This Cooperative Agreement is made for the purpose of providing paid work experiences for students with disabilities who require this experience in order to gain the skills necessary to compete in the competitive market, through the Project Skills Program. The State provides direct payments to the student for wages/benefits. The Cooperative Agency does not receive funds/payments from the State as a result of this Agreement.
- B. The State will not provide any Protected Health Information (PHI) to the Cooperative Agency as part of this Agreement.

3. PERIOD OF PERFORMANCE:

This Agreement shall be effective as of October 01, 2023 and shall end on September 30, 2026, unless sooner terminated pursuant to the terms hereof.

4. PROVISIONS:

- A. The Cooperative Agency agrees to:

1. Provide the necessary services to allow one or more students to participate in the Project Skills Program, if they meet all of the following Program criteria and eligibility requirements:
 - a. Students must be 16 or older before beginning the work experience.
 - b. Students must be enrolled in a certified secondary education program and meeting minimum academic and attendance requirements.
 - c. Students must have an employment experience requirement as part of their Individual Education Plan (IEP) unless waived by a State VR Counselor,
 - d. Students must have Job Development, Job Coaching and Monitoring Services included in their IEP. The responsible party to provide the services must also be identified. If there is no IEP, these services and responsibilities must be written in a letter to the VR Counselor.
 - e. Students must be determined eligible for VR services by a South Dakota VR Counselor. An individual is eligible when they have a physical or mental impairment which constitutes or results in a substantial impediment to employment; can benefit in terms of an employment outcome from VR services; and requires VR services to prepare for, enter, engage in, or retain gainful employment.
 - f. Students have a determination by a South Dakota State VR Counselor that they are an individual who requires an employment experience in order to prepare for adult employment and is not capable, because of their disability, of finding and maintaining employment in the business community.
2. Allow students to participate in more than one work experience setting, if they wish to, and their job duties must change.
3. Information all interested students that Project Skills services are to be provided only during the school year, unless the Cooperative Agency provides written assurance to the State Vocational Rehabilitation (VR) Counselor that job coaching and monitoring the student's work site will be provided to the student during the summer.
4. Ensure that participating students have a work experience of a minimum of 30 hours and a maximum of 250 hours per academic year. Students can participate in multiple year.
5. Ensure that students do not work more than the maximum of 20 hours per week.
6. On provide Project Skills services under to this Agreement to South Dakota VR clients.

7. Complete and use an interest assessment for each student to be utilized in selecting employment options. Cooperative Agency will provide a copy of these assessments to the State VR Counselor at the time of the student's application for vocational rehabilitation services.
8. Offer Project Skills students the opportunity to participate in the District's School-to-Work initiatives/Work Readiness programs. However, attendance in these programs should not restrict a student from accessing Project Skills or other Pre-Employment Transition Services prior to their graduation.
9. Assist participating students to develop a career portfolio. A portfolio is a collection of work that documents the student's career readiness skills. Portfolios must include the following:
 - a. Job Application Data information;
 - b. Resume;
 - c. Three references or letters of recommendation;
 - d. A cover letter or letter of introduction; and
 - e. A summary or the results of an interest assessment.
10. Provide the State VR Counselor with a completed release of information form, psychological, educational, interest assessment(s), and vocational records at the time of referral, in a manner compliant with all applicable laws and regulations.
11. Assist the State VR Counselor, the student, and the student's family in developing an Individualized Plan for Employment (IPE) for each student.
12. Provide the matching funds required by the Project Skills Program by providing the job development, job coaching, and monitoring the student at the work site. The match ratio is: for every \$10.00 the State Vocational Rehabilitation Agency provides in paid work experience, the Cooperative Agency will provide \$3.00 in job development, job coaching, and monitoring the student at the work site. The match cannot be federal funds. Cooperative agencies can provide these services on its own or purchase the services from Career Learning Centers, Educational Cooperatives, adult service providers or private providers, who are accredited by Department of Human Services' Division of Rehabilitation Services. The Assurance of Match form (DHS-RS-346) must be completed within 30 days after the reporting period. The form is available at: <https://dhs.sd.gov/rehabservices/projectskills.aspx>
13. Perform job development including:
 - A. Contacting employers for potential work site openings;

- B. Assisting students in obtaining employment in accordance with the student's assessed interests and aptitudes;
 - C. Completing and submitting Project Skills Work Experience Agreements (DRS- RS-339) for each student and receiving approval from the State VR Counselor before the work experience can begin;
 - D. Completing the W-4, I-9, and Non-Permanent Payroll forms for all students before starting the work experience; and
 - E. Orienting the student to the job demands.
-
- 14. A student's work site must not be within the Cooperative Agency, unless approved by the VR District Supervisor.
 - 15. Ensure that the work site placement is as an individual student placement only; the placement cannot be part of an enclave or mobile work crew.
 - 16. Provide job coaching as services needed to support and train the student in the employment setting. The job coach trains the student on how to perform the job tasks to meet the employer's requirements. This training usually starts one-on-one and gradually diminishes as the student becomes more job proficient. The amount and length of services is individualized and depends on the student's needs.
 - 17. Monitor the student at the work site. Monitoring consists of checking on the student at least two times per month. The contacts should be more frequent if the student is having difficulty with the work experience. The monitoring also includes contacting the employer to determine if the student is performing the work duties to the employer's requirements. These services are necessary to ensure the student's employment success.
 - 18. Assist the student and employer in completing and submitting accurate timecards to the VR Counselor by the required date on the payroll calendar. Completing the timecard should be an education experience for the student, however, the Cooperative Agency or provider needs to monitor the timecard process to assure the student is being paid correctly.
 - 19. Submit the Project Skills Monthly Service Report (DHS-RS-340) for each participating student to the State VR Counselor to report on the status of job development, job coaching, and monitoring activities. The form is available at: <https://dhs.sd.gov/rehabservices/projectskills.aspx>. This report must be submitted to the VR Counselor within 30 days after the reporting period ends.
 - 20. Assist any student who is injured during the work experience in completing and submitting the First Report of Injury form, available at:

<https://dhs.sd.gov/rehabservices/projectskills.aspx>, within three business days after the injury to the Vocational Rehabilitation Counselor.

B. The State agrees to:

1. Make the eligibility determination for all Project Skills Program applicants in a timely manner.
2. Develop an Individualized Plan for Employment (IPE) for each participating student.
3. Approve an appropriate number of hours for each students' work experience.
4. Approve appropriately completed Project Skills Work Experience Agreements.
5. Submit modifications of the Project Skills Work Experience Agreement to the Cooperative Agency when there is an increase in the dollar amount to the original agreement. Forms are available at:
<https://dhs.sd.gov/rehabservices/projectskills.aspx>.
6. Provide Benefits Specialists services for student(s) who are Social Security Administration recipients.
7. Provide technical assistance to ensure program success and assist with programming to best meet the needs of the students being served.
8. Fund the students' wages, worker's compensation, FICA and costs directly related to student's job (for example interpreter services or uniform costs). The amount of services for a student are individualized and must be approved by the Vocational Rehabilitation Counselor.
9. Promote Project Skills for students with the most significant disabilities. The Vocational Rehabilitation Services Program can fund job coaching services after the Cooperative Agency has provided the initial 125 hours of job coaching for a student during a school year. The initial 125 hours of job coaching is based on each individual student and not a combination of hours from multiple students. The following conditions must be met before Vocational Rehabilitation Services will fund these job coaching services:
 - a. The initial 125 hours per student of job coaching provided by the Cooperative Agency must be documented in the service reports that are provided to the VR Counselor. Job coaching services which count toward the 125 hours per student per year are supervising and training the student at the job site; and
 - b. The additional Project Skills services and funding of job coaching services must be pre-approved, included in the Individual Plan for Employment, and authorized by the Vocational Rehabilitation Counselor.

If additional job coaching services are approved, the Vocational Rehabilitation Services Program will purchase the job coaching services from the Cooperative Agency or an approved provider.

10. Evaluate the success of the Cooperative Agency according to the following performance measures:

- a. The number of students that complete secondary education and successfully enter permanent employment at minimum wage or into a post-secondary higher education training program; and
- b. Responses from employers who determine this program and services have significantly improved the students' work readiness skills.

C. This Agreement has no TOTAL AGREEMENT AMOUNT as no funds are paid to the Cooperative Agency. However, both Parties agree that the mutual assistance in helping to meet each Party's goal of assisting students with disabilities to further their education and skills is sufficient consideration for the commitments made herein.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Human Services' rules, regulations and policies to the Cooperative Agency and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Cooperative Agency agrees to comply in full with all licensing and other standards required by federal, state, county, city, or tribal statute, rule, regulation, or ordinance in which the service and/or care is provided for the duration of this Agreement. Liability resulting from noncompliance with licensing and other standards required by any applicable statute, rule, regulation, or ordinance or through the Cooperative Agency's failure to ensure the safety of all individuals served is assumed entirely by the Cooperative Agency.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Cooperative Agency certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Cooperative Agency further agrees that it will immediately notify the State, if during the term of this Agreement, the Cooperative Agency or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.

8. OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:

Cooperative Agencies who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Cooperative Agency shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Cooperative Agency understands that no payment shall be made for any goods or services furnished, ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

9. RETENTION AND INSPECTION OF RECORDS:

The Cooperative Agency agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Cooperative Agency shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Cooperative Agency agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this agreement.

All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this Agreement will become the sole property of the State. The State hereby grants the Cooperative Agency the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of the Cooperative Agency's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to the State, of all technical data, evaluations, reports and other work product of the Cooperative Agency shall be delivered to the State, if requested, upon completion or termination of this Agreement.

10. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice.

11. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principles, whether statutory or decisional. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire Agreement with respect to the subject matter hereof.

15. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. NOTICE:

Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division of Rehabilitation Services on behalf of the State, and by and to the Cooperative Agency, at the addresses set forth above, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. SUBCONTRACTORS:

Cooperative Agency may not use subcontractors to perform the services described herein without the express prior written consent of the State, as set forth in Section 4(A)(7) above. Cooperative Agency will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this agreement, to indemnify the State if not a governmental entity, and to have insurance coverage in a manner consistent with this agreement. Cooperative Agency will cause its subcontractors, agents, and employees to

comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

18. Liability:

As both the Cooperative Agency and the State are governmental entities, each agree to retain their own liability under this Agreement.

19. INSURANCE:

Before any student begins a work experience under this agreement, Cooperative Agency shall ensure that all legally required insurance coverage is in place for the student.

Cooperative Agency shall ensure that any automobile used to transport the student to and from the work experience is insured as required by law.

Cooperative Agency shall ensure that the students' employer(s) have workers' compensation and employers' liability insurance as required by South Dakota law.

20. REPORTING:

Cooperative Agency agrees to immediately report to the Department any event or incident encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Cooperative Agency, or the State of South Dakota or its officers, agents or employees to liability. Cooperative Agency shall report any such event to the State immediately upon discovery.

Cooperative Agency's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Cooperative Agency's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Cooperative Agency to report any event to law enforcement or other entities under the requirements of any applicable law.

21. CONFLICT OF INTEREST:

Cooperative Agency agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Cooperative Agency expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

22. RESTRICTION OF BOYCOTT OF ISRAEL:

Pursuant Executive Order 2020-01, for Cooperative Agencies with five (5) or more employees who enter into an Agreement with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement the Cooperative Agency certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this agreement. The Cooperative Agency further agrees to provide immediate written notice to the State if during the term of the agreement it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

23. CERTIFICATION REGARDING PROHIBITED ENTITIES, GOODS, AND SERVICES

Cooperative Agency hereby certifies that it is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, ("Prohibited Entity") as defined by South Dakota Executive Order 2023-02.

Cooperative Agency certifies that no information or communication technologies including devices, services, components, networks, or systems will be used under this Agreement that are:

1. Created, owned, or controlled by any Prohibited Entity;
2. Prohibited by any federal agency due to national or state security risks; or
3. Designed, developed, or manufactured by any affiliate, agent or other actor working on behalf of, or for the benefit of a Prohibited Entity, as determined by any federal or state governmental agency.

Cooperative Agency certifies that nothing provided or used in the services under this Agreement is unsafe for South Dakota's cybersecurity and will not expose any government information, communications technologies, services, equipment, component, networks, systems or records to any Prohibited Entity, or to any company, firm, individual, affiliate, agent, or any other entity or actor made unsafe for South Dakota cybersecurity by means of that entity's or actor's connection to a Prohibited Entity.

It is understood and agreed that if this certification is false, the State reserves the right to terminate this Agreement. Cooperative Agency agrees to provide immediate written notice to the State if during the term of this Agreement, Cooperative Agency no longer complies with this certification and agrees such noncompliance may be grounds for contract termination

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Cooperative Agency by the State. Cooperative Agency acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure.

25. AUDIT REQUIREMENTS:

Cooperative Agency agrees to an audit of its participation in the Project Skills Program at any time if requested by the State.

26. PROPERTY MANAGEMENT STANDARDS:

The Cooperative Agency agrees to observe Federal government uniform standards governing the utilization of any property whose cost was charged to a project supported by a federal funds.

27. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments may be ongoing throughout the term of this Agreement. Cooperative Agency agrees to allow the State to monitor Cooperative Agency to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Cooperative Agency agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and complete any necessary remediation.

28. HEADERS

The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

Agreement # **5195-605-855 24**

29. AUTHORIZED SIGNATURES: In witness hereto, the Parties signify their agreement by affixing their signatures hereto.

_____ Ralyna Schilling	_____ Cooperative Agency	_____ Date
_____ Eric Weiss	_____ State - DHS Division Director	_____ Date
_____ Gaye Mattke	_____ State - DHS Division Director	_____ Date
_____ Jeff Overcash	_____ State - DHS Office of Budget and Finance	_____ Date
_____ Shawnie Rechtenbaugh	_____ State - Office of the Secretary	_____ Date

This template is approved as to form:

JEH 1-27-23

Agreement # **5195-605-855 24**

State Agency Coding:

CFDA Number	<u>84.126A</u>	<u>84.126A</u>	<u> </u>	<u> </u>
Company	<u>2003</u>	<u>2003</u>	<u> </u>	<u> </u>
Account	<u>520605003</u>	<u>520605003</u>	<u> </u>	<u> </u>
Center Req	<u>1950172</u>	<u>1970053</u>	<u> </u>	<u> </u>
Center User	<u>142</u>	<u>142</u>	<u> </u>	<u> </u>
Dollar Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Company	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Company	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DHS Program Contact Person Katie Gran
 Phone (605) 367-4657

DHS Fiscal Contact Person Sarah Farnsworth
 Phone (605) 773-5990

Cooperative Agency Program
 Contact Ralyna Schilling
 Phone (605) 353-6997

Cooperative Agency Fiscal Contact
 Phone

Agreement# 5195-605-855 24

PO#

Vendor # 12055310

Group



Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: March 6, 2023

To: School Board Members
Dr. Kraig Steinhoff, Superintendent

From: Kelly Christopherson 

RE: Outdoor Freezer Bid

We advertised for bids for an outdoor freezer for Food Service at the Middle School. No bids were received on March 6.

We have two interested bidders but both missed the deadline for bids due to difficulty getting prices from manufacturers.

We are requesting to bid for an outdoor freezer again with the hope of receiving two bids.



SCHOOL DISTRICT

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

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: 3/1/23 Contact Person: Lyndi Hudson

Group Applying: HMS ART CLUB

Name of Grant/Award: HYLC Grant

Name of Funder: United Way Contact Person: Jen Bragg

Amount to be Requested: \$500 Funder's Submission Due Date: 3/8/23

Project Focus: supplies for students to use in an extracurricular art club

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:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - 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: Laura Millemsen 3/1/2023
Building/Department Administrator Date

Signature: Linda J Pietz 3/1/2023
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 3-1-2023
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



SCHOOL DISTRICT

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

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: 2-28-23 Contact Person: Tatum Peterson or Jennifer Fuchs

Group Applying: Junior class

Name of Grant/Award: HYLC

Name of Funder: HYLC

Contact Person Tatum Peterson

Amount to be Requested: \$500

Funder's Submission Due Date: March 8th

Project Focus: Prom DJ

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:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - 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: Rodney Mittelsch
Building Department Administrator

3-3-23

Date

Signature: Linda J Pietz
Linda J Pietz, Director of Curriculum, Instruction & Assessment

3-6-23

Date

Signature: Kelly Christopherson
Kelly Christopherson, Business Manager

3-6-23

Date

Presented to School Board: _____



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

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: 3.6.23 Contact Person: Heather Rozell, Lynn Soward, Megan Smith

Group Applying: Madison 2-3 center

Name of Grant/Award: Huron Community Foundation Grant

Name of Grant/Award: Huron Community Foundation Grant
Name of Funder: Huron Community Foundation Contact Person 205.354.1118 hcf@huron.sd.com

Amount to be Requested: \$6,100.00 Funder's Submission Due Date: March 15, 2023

Project Focus: Inchy's Bookworm Vending Machine

How awarded amount received? _____ Full amount up front _____ X Reimbursement

Are any follow up reports required? ☒ Yes ☐ No If yes, when are they due? Within 10 days of expenditure of grant funds

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

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

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.
Initial purchase prior to reimbursement, replenish book supply as needed

Please note: _____ is responsible for submitting and following through on the grant application

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

A copy of this request with signature _____ allowing the application to proceed.

Signature: _____ Date: 3/8/23
Building/Department Administrator

Signature: _____ Date: 3/8/2023
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: _____ Date: 3-9-2023
Kelly Christopherson, Business Manager

Presented to School Board: _____

Classified Employee of the Month

Name	Mark Pomericio
Position	Custodian
Date	March 13, 2023

I would like to nominate Mark Pomericio for classified employee of the month. Mark is an essential part of the Huron Middle School Custodial Staff. There are many attributes that can be used to describe Mark but the main ones that come to mind are positive, punctual, trustworthy, and dedicated. Mark always takes pride in his work and is dedicated to providing the best service to the students and staff of Huron Middle School which is shown through multiple praises given by staff members and colleagues. Some of the projects Mark partakes in are being part of finishing all wood floors in the school district, he maintains the battery supplies and cleaning equipment and completes welding and carpentry projects to accommodate school needs.

Mark does a great job keeping our school clean and does whatever is asked of him in a timely manner. He is also Dean's right-hand-man when it comes to fixing things at HMS.

Congratulations Mark!



Huron School District Certified Staff Recruitment Incentive


The Why: Our District has encountered multiple years of unfilled certified positions. The lack of filling certified openings hurts the success of our students and adds an undue burden to our staff. We strive to recruit Huron High School (HHS) Students, HHS graduates, and Huron School District employees pursuing an education certification and desire to work, live, and thrive in Huron, South Dakota. This is not intended for administrative certifications.

The What: The Huron School District (HSD) seeks applicants that are Huron High School Students, HSD graduates pursuing certification in a K-12 education position, or are current HSD employees. The recruitment incentive provides a 0% forgivable loan of up to \$2,500 (dollar amount to be determined by the Board of Education) to defray the expenses of post-secondary education required to obtain a K-12 education certification in South Dakota **and** up to \$7,500 (dollar amount to be determined by the Board of Education) in student loan repayment.

The How: Interested applicants can apply for the recruitment incentive on the Huron School District Employment page [Click here to apply](#).

- Applications are accepted **at any time within 6 months from the date you will be available for employment** and will be reviewed by the administrative team, who will review the application, consider the current and future teaching needs, and determine if the applicant warrants an interview. Applicants recommended by the administrative team will be reviewed by the superintendent and approved by the board of education. Once approved, the successful applicant will receive a \$2,500 loan from the Huron School District.
- The School District will forgive the loan in exchange for five years of successful teaching in the Huron School District. The loan will be reduced by 20% per year until it is paid in full upon the fifth year. If the applicant leaves the District before the end of five years or is terminated, the loan must be paid back in full to the Huron School District within thirty days of the last date of employment with the HSD.
- The School District will provide student loan repayment for five years starting with the first month of employment as a teacher at HSD. The repayment will be up to \$125 per month for the first 35 months and a balloon payment of \$3,125 on the 36th month.
- To be considered for the recruitment incentive, you must meet all of the following:
 - Agree in writing to work in the Huron School District for five years after completing your South Dakota education certification.

- Agree, through a promissory note, that failure to abide by the employment requirement above will result in the 0% note to be paid back in full to the HSD within 30 days.
- Agree, through a promissory note, that failure to abide by the employment requirement above will result in the student loan repayment ceasing by HSD within 30 days.
- Be actively pursuing an education degree and certification in the area approved in the application process.
- Be a U.S. citizen or lawful permanent resident.
- Have a minimum cumulative 2.8 GPA on a 4.0 scale.
- To maintain the recruitment incentive while pursuing the education certification, you must:
 - Maintain a minimum cumulative 2.8 GPA on a 4.0 scale
 - Be enrolled in coursework pursuing a South Dakota certification in K-12 education.
 - Make satisfactory academic progress and maintain predicted timeline towards certification.
 - Agree, through a promissory note, that failure to abide by the incentive requirements above will result in the 0% note to be paid back in full to the HSD within 30 days.
- To maintain the recruitment incentive while employed, you must:
 - Agree, through a promissory note, that failure to abide by the employment requirement above will result in the 0% note to be paid back in full to the HSD within 30 days.
 - Agree, through a promissory note, that failure to abide by the employment requirement above will result in the student loan repayment ceasing by HSD within 30 days.

	Huron School District #2-2	Code: BE Organization of the Board of Education
	Policies and Regulations	

Organization of the Board of Education

Composition, Terms and Election of School Board Members

The school board shall consist of five (5) members. Each regularly elected member shall serve three (3) years. The annual election date will be the second Tuesday in April (general municipal election). Newly elected members shall take office at the annual organizational meeting which shall be held on the second Monday in July.

Vacancies

A vacancy on the Board shall be filled by the Board, by appointment, at any legal meeting thereof until such vacancy can be filled by election at the next annual election. All elections to fill vacancies shall be for the balance of the unexpired term.

Appointments

At the organizational meeting, the Board of Education shall appoint the following: 1) business manager, for a one-year appointment. 2) school district attorney, and 3) truant officer.

Student Representation

Three One high school students shall be elected annually, and they shall be encouraged to participate in all Board meetings for a one-year term from July 1 to June 30. Students The student shall not attend executive sessions of the Board. The students will be a non-voting members. The high school principal will have the responsibility of formulating specific procedures for conducting student elections and shall coordinate with the superintendent to provide training to those the students elected to the Board. One student will be elected from grades 11 and 12. one student will be elected from grades 9 and 10, and one student will be elected at large. If a candidate is not elected from grades 11 and 12 the principal may take nominations from students in grade 10. Students will serve one-year terms and will be eligible to run for re-election.

Organizational Duties

At the organizational meeting, the Board of Education shall also:

- 1) select a president and a vice-president;
- 2) designate depositories of school funds;
- 3) authorize custodians for all accounts;
- 4) designate newspaper(s) for publishing legal minutes; and
- 5) take any other action deemed necessary.