

Tentative Agenda
Monday, June 12, 2023
6:00 pm

Flandreau School Board
Elementary Commons

Below is a link for the live stream of the school board meeting:
LiveTicket = <http://fliers.liveticket.tv/> or <https://youtu.be/MXIVRs95zUU>

- I. PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. OPEN FORUM *
- V. COMMUNICATION – Recognition of visitors
 - a. Superintendent’s report.
 - b. Disclosure/Conflict of Interest.
 - c. Stay Well Plan 22-23.
- VI. CONSENT AGENDA – All in one motion.
 - a. Approval of minutes, financial statements, and bills.
 - b. Resignations:
 - Emma Peters – JH Track
 - c. New hires:
 - Megan Griebel – Special Education Teacher
 - Jennifer Mees – Speech Language Pathologist
 - Kayla Flatten – 5/6 ELA Teacher
 - Rebekah Hoffman – Special Education (start 2nd semester)
 - Kelci Olson – Summer custodian
- VII. OLD BUSINESS
 - a. New policies – 2nd reading.
 - b. School Sentinel Program.
- VIII. NEW BUSINESS
 - a. Preliminary General Fund, Capital Outlay and Tech Budgets.
 - b. SRO.
 - c. Health Service contract with Avera.
 - d. Long term Substitute waiver.
 - e. Open Enrollment.
 - f. Stipends.
 - g. Contingency transfer.
 - h. Supplemental budget.
 - i. Audit.
 - j. Executive Session according to SDCL 1-25-2 (1) and (4).
 - k. Discussion and approval of any action deemed necessary from executive session.
 - l. Adjournment.

*NOTE: Members of the public who desire to address the board on items of interest or concern are invited to do so at this time. Up to 15 minutes will be devoted to this agenda item with the board president to increase or decrease the time as needed.

It would be most appreciated if you would limit your remarks to not more than 3 minutes; to appoint a spokesperson if the concern is a group concern; and to supplement verbal presentations with written reports, if necessary or desired.

We ask that you remember that South Dakota law prohibits the board from discussing specific employees, their job performance, or students.

This open forum is for you to express your general concerns about the Flandreau School System and any of its policies or procedures. If you have a specific complaint on any employee, teacher, coach or administrative person, you need to first go through the proper school procedure to see whether or not the matter can be resolved by the chain of command.

SCHOOL BOARD MEETING

May 8, 2023

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Elementary School commons at 6:00 p.m. Board members Kari Burggraff, Dustin Headrick, Brian Johnson, Brian Klein, Kelly Kontz, Tom Stenger, and Adam Wiese were present. Superintendent Rick Weber, Principals Kristi Fischer, Justin Kelm and Brian Relf, and Administrative Assistant Brenda Whipkey were also present.

The Pledge of Allegiance was recited.

05-132.23 Motion by Klein, seconded by Kontz to approve the agenda. All voted aye.

There was no open forum.

Visitors to the meeting: Kali Ahlers, Kortney Amdahl, Heather Beltman, Amanda Bensen, Kenzie Bierschbach, Karissa Blum, Janet Chamblin, Kayla Charles, Allison Clafin, Josh Cleveland, Suzie Cleveland, Sheila Collins, Susan Damm, Courtney Decker, Kimberly DeKruif, Caitlyn Drietz, Laura Drietz, Summer du Randt, Josh Edlund, Julia Fargen, Gabriel Frias, Natalie Gallop, Marietta Gassman, Chelsea Greenfield, Amanda Hall, Nicole Heier, Josh Helling, Kari Lena-Helling, Amber Hoffman, Kelly Johanson, Sarah Kaschke, Emma Keith, Nancy Kelm, Angela Klein, Morgan Kontz, Karla Kopejtka, Makenzie Kuyper, Hailey Lahr, Natasha Luchtenburg, Callie Martens, Karissa Nolan, Heather Olesen, Emma Peters, Laura Peters, Brooke Pearson, Emily Pieper, Bruce Porisch, Phyllis Porisch, Brenda Pulscher, Julie Relf, Blake Savey, Deb Schrecengost, Megan Severtson, Sandy Sheppard, Elaine Stephens, Brendan Streitz, Dacey Turnquist, Ariann VanBockern, Pat Weight, Elizabeth White, Denise Wiese, Lori Williams, Heidi Woodside, Paula Wortham, Malerie Yeaton, Alison Zephier.

Superintendent's and principals' reports were given.

There were no Conflict of Interest disclosures to report for this month.

05-133.23 Motion by Johnson, seconded by Kontz to continue to operate in the green phase at this time and to continue to follow the CDC guidelines of quarantining for five days and returning to school on day six or after, if the student is asymptomatic, wearing a mask for another five days. All voted aye.

05-134.23 Motion by Headrick, seconded by Burggraff to approve the consent agenda consisting of minutes for the regular meeting on April 10, 2023; the financial reports as of April 30, 2023; the bills in the amount of \$129,432.03 be allowed from General Fund; \$186,460.85 be allowed from Capital Outlay Fund; \$73,229.00 be allowed from Special Education Fund; \$34,184.67 be allowed from Food Service Fund; \$41.80 be allowed from Drivers Education Fund; the resignations of Kylie Grengs (high school math), Elizabeth White (high school science), Matt Knippling (technology and coaching), Morgan Terwey (elementary special education), Danielle Geigle (0.8 FTE speech), Jacob Huber (MS/HS chorus), Shana Vander Grift (high school education), Gordon Pulscher (part time custodian), Brenda Pulscher (part time custodian), Georgia Adolph (paraprofessional), Barb Nord (paraprofessional), and Michelle Pepper (high school student council), all effective at the end of the school year; and Leslie Arnold (paraprofessional) effective April 28, 2023; the hiring of Susan Maier (high school social studies), William Molengraaf (high school math), Madison Kontz (MS volleyball coach), Ariann VanBockern (assistant cross country coach), all for the 2023-2024 school year; transfers for the 2023-2024 school year: Traci Nissen from PVC to 4th grade; Malerie Yeaton from middle school ELA/reading to MS/HS chorus; Tony Ullom from HS night custodian to EL day custodian. All voted aye.

05-135.23 Motion by Burggraff, seconded by Johnson to approve building five snow make-up days into the 2023-2024 school calendar: January 15, 2024; February 19, 2024; March 27, 2024; March 28, 2024; and April 1, 2024. At least 10 days' notice must be given before each date if school will be in session to make-up a day. All voted aye.

Preliminary general fund, capital outlay, and technology budgets were shared with the Board.

05-136.23 Motion by Wiese, seconded by Headrick to approve the ordering of middle school lockers, a new PA system to connect all buildings, updated security server and cameras, updates to the elementary parking lot, and carpet for three kindergarten rooms from next year's capital outlay budget. All voted aye.

Discussion was held on the last day of school for students and teachers. Student Makenzie Kuyper spoke on Girls State being May 29 through June 3 and having to miss that week of school. Academic Advisor Josh Cleveland spoke on increased attendance issues, families excusing students from school and students failing classes. Teacher Megan Severtson spoke on contracted days and the amount of extra time teachers put in. Principal Brian Reif asked the board to consider changing the end of the school year plan and recognized all the time the valued staff put in.

05-137.23 Motion by Kontz, seconded by Johnson to revoke the April motion to extend the last day for students to June 1 and the last day for staff to June 6 to make up the days missed due to weather and state girls basketball. Ayes: Headrick, Johnson, Kontz. Nays: Burggraff, Klein, Stenger, Wiese. Motion did not pass.

The first reading of the updated policy manual through KSB Law was held.

Information was shared regarding a possible School Sentinel program. The board would like additional information, including costs.

05-138.23 Motion by Johnson, seconded by Kontz to approval the resolution for membership in the SDHSAA. All voted aye.

05-139.23 Motion by Burggraff, seconded by Headrick to cast a vote in favor of Randy Hartman for the large School Board of Education member. All voted aye.

05-140.23 Motion by Kontz, seconded by Johnson to cast a vote in favor of Adam Shaw for the SDHSAA Division III representative-secondary principal. All voted aye.

05-141.23 Motion by Wiese, seconded by Burggraff to cast a "yes" vote for SDHSAA Amendment #1. All voted aye.

05-142.23 Motion by Headrick, seconded by Burggraff to cast a "yes" vote for SDHSAA Amendment #2. All voted aye.

05-143.23 Motion by Johnson, seconded by Klein to approve the following stipends: Elementary Math night (\$25 each) to Susan Damm, Natalie Gallop, Heather Olesen, and Elaine Stephens; Middle School Match Reading night (\$25 each) to Karla Kopejtko, Ann Kuper, Robert Lack, Julie Relf, Jenn Rieff, Megan Severtson, Elaine Stephens, and Lori Williams; Local mentoring stipend (pending approval from principals that all requirements have been met, \$250/each) to Sarah Anderson, Heather Beltman, Alycia Colvin, Susan Damm, Kimberly DeKruif, Laura Drietz, Julia Fargen, Kristi Fischer, Natasha Luchtenburg, Traci Nissen, Melissa Opsahl, Scott Ross, Shana Vander Grift, Pat Weight, Elizabeth White; DSU student teacher (\$100) to Kortney Amdahl. All voted aye.

05-144.23 Motion by Klein, seconded by Wiese to approve the diplomas to seniors who successfully complete all graduation requirements. All voted aye.

05-145.23 Motion by Burggraff, seconded by Headrick authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1) and (4). All voted aye. The Board thereupon went into executive session at 7:12 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 8:30 p.m.

05-146.23 Motion by Burggraff, seconded by Klein to issue a \$2,250.00 stipend to elementary special education teacher Morgan Terwey for taking on extra cases when another elementary special education teacher resigned mid-year. All voted aye.

Gross salary for April is as follows: Instruction \$226,211.69; Support Services \$91,621.32; Social Security \$22,754.91; Retirement \$18,595.53; Insurance \$30,472.52. Special Education Fund: Instruction \$40,681.73; Support Services \$25,269.08; Social Security \$4,660.94; Retirement \$3,691.89; Insurance \$7,180.30. Food Service Fund: Support Services \$4,320.24; Social Security \$295.88; Retirement \$258.38; Insurance \$960.71.

05-146.23 There being no further business, motion by Burggraff, seconded by Wiese to adjourn the meeting at 8:31 p.m.

Tom Stenger, President

Brenda Whipkey, Administrative Assistant
Flandreau School District #50-3

(Published once at the total approximate cost of _____. The notice may be viewed free of charge on a statewide public notice website.)

FLANDREAU SCHOOL DISTRICT #50-3
 FINANCIAL REPORT FOR THE MONTH
 ENDING MAY 31, 2023

	General Fund	Capital Outlay Fund	Special Education Fund	Impact Aid Fund	Bond Redemp. Fund	Food Service Fund	Enterprise Fund (DE)	Trust and Agency Fund
Balance forward:	1,328,306.50	1,828,122.90	9,119.22	658,642.29	205,419.83	236,412.58	15,497.13	521,819.22

Local Sources:

Taxes	444,008.32	614,293.32	327,424.08		25.64			
Interest	1,675.82	2,311.66	16.17		258.65	296.37		
Co-Curricular	-					3.71		
Misc	827.90		7,865.09			2,590.43		
Meals/milk								
Student Activities							520.00	61,943.07
Transfers In/Out	-	-						

Intermediate Sources:

County Apportionment	13,590.74							
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State Sources:

State Aid	284,311.00		49,365.00					
State Apportionment	-							
Bank Franchise Tax	-							
Impact Aid	-							
Mentor teachers	-		2,376.00	38,171.00				
State Assessed Utilities	-							
Other Grants	2,280.38		17,105.00			26,708.33		

Federal Sources:

Grants	-							
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Total Revenue:	746,694.16	616,604.98	404,151.34	39,000.83	284.29	29,598.84	520.00	61,943.07
Total Available:	2,075,000.66	2,444,727.88	413,270.56	697,643.12	205,704.12	266,011.42	16,017.13	583,762.29
Disbursements:	(616,701.29)	(186,460.85)	(169,280.46)	-	-	(41,835.12)	(41.80)	(66,810.82)
Balance on hand 5-31-23	1,458,299.37	2,258,267.03	243,990.10	697,643.12	205,704.12	224,176.30	15,975.33	516,951.47

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING MAY 31, 2023

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,959.60	-	-	2,959.60
CLASS OF 2022	3,943.90	-	-	3,943.90
CLASS OF 2023	2,594.27	650.00	460.00	2,404.27
CLASS OF 2024	8,304.36	253.50	192.56	8,243.42
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	13,375.43	663.96	217.00	12,928.47
FLEX PROGRAM	15,541.41	3,720.92	3,861.68	15,682.17
FFA	398.27	-	-	398.27
FFA LAND PLOT	-	-	-	-
IMPREST	2,115.89	5,398.32	2,313.33	(969.10)
NATIONAL HONOR SOCIETY	1,508.70	751.06	482.00	1,239.64
PAYROLL WITHHOLDING	20,132.16	53,668.06	52,528.87	18,992.97
REVOLVING ACCOUNT	-	1,705.00	1,705.00	-
SCHOLARSHIP - BECHEN	10,884.43	-	-	10,884.43
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,054.57	-	-	83,054.57
SCHOLARSHIP - FULLER	6,908.85	-	-	6,908.85
SCHOLARSHIP - GENERAL	16,596.54	-	-	16,596.54
SCHOLARSHIP - JELLIFE	6,214.95	-	-	6,214.95
SCHOLARSHIP - DAKOTALAYERS	5,801.00	-	-	5,801.00
SCHOLARSHIP - LEE	209,531.48	-	-	209,531.48
SCHOLARSHIP - MASONIC	20,482.71	-	-	20,482.71
SCHOLARSHIP - RICE	6,146.76	-	-	6,146.76
SCHOLARSHIP - RUSCH	73,729.68	-	-	73,729.68
SCHOLARSHIP - WITTERN	10,425.70	-	-	10,425.70
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	500.00	-	-	500.00
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	668.56	-	182.63	851.19
TOURNAMENT	-	-	-	-
TOTALS	521,819.22	66,810.82	61,943.07	516,951.47

BILL LISTING - June 12, 2023

GENERAL FUND:

Access Systems	Services	8.87	
Adolph, Georgia	State track meals	94.00	
Ahlers Automotive	Services	67.31	
ASBSD	Dues	315.00	
BMO Procurement Card	Services	775.86	
Bluepeak	Gasoline	44.36	
Casey's	Supplies	385.60	
Custom Ink	Conference airfare	10,069.40	
Delta	Supplies	31.53	
Dollar General	Time clock software	53.00	
Easy Time Clock	Supplies	33.33	
Fastenal	Conference registration	745.00	
ISTE	Supplies	6,645.90	
JCL	Supplies	280.99	
JW Pepper	Conference shuttle	387.00	
Mears	Services	1,587.46	
Office Peeps	Supplies	59.60	
Party Depot	Supplies	195.52	
Sams	Conference registrations	13,190.00	
SREB	Conference registration	175.00	
USD	Supplies	211.45	
Tyler Lumber	Conference airfare	896.30	
United	Telephone services (2 months)	103.88	
Verizon	Supplies	327.90	36,199.08
Walmart	Services	100.00	
Booster	Services	184.69	
Buhl's	Services	15,236.34	
City of Flandreau	Services	121.25	
Dakotacare	Supplies	5.00	
Division of Motor Vehicles	Supplies, repairs	2,428.49	
Ekern	Services	8,250.00	
ELO CPAs	Services	1,074.00	
Eng Services	Gasoline	21.00	
Feske, Dave	Services	11,090.87	
Harlow's School Bus Service	Supplies	3,134.20	
Hauff Midamerica Sports	Supplies	265.08	
Hillyard	Services	2,396.10	
Infinite Campus	Services	591.32	
Interstate Power Systems	Credit reimbursement	600.00	
Lack, Robert	Supplies	23.17	
Lowe's	Services	1,232.88	
Lunchtime Solutions	Postage reimbursement	78.09	
Mallinger, Ryan	Supplies	225.70	
Maynards	Utilities	488.73	
MidAmerican Energy	Services	463.21	
Moody County Enterprise	State track meals	94.00	
Parsley, Owen	Postage	85.41	
Petty Cash	Supplies	50.21	
Popplers	Supplies	180.00	
Rivers Edge	State track meals	94.00	
Savey, Blake	Supplies	21.96	
Tractor Supply			
Trust and Agency-Imprest			
Chester Area Schools	Golf entry fees	50.00	
Dells Rapids School Dist	Golf entry fees	24.00	
Eich, Austin	Softball official	145.50	
Garretson School	Golf entry fees	150.00	
Neuharth, Eric	Softball official x 2	270.60	
Sioux Valley School Dist	Track entry fees	125.00	
Whipkey, Brenda	Flower reimbursement	41.79	
Yankton High School	Track entry fees	25.00	
Holter, Brian	Softball official x 2	372.00	
Smit, Ron	Softball official	175.50	
Beresford School Dist	Softball tourney entry fee	150.00	
Edgebrook Golf Course	Golf entry fees	125.00	
Flandreau Schools	Kindergarten reg meals	160.05	
Larsen, Jay	Softball official x 3	451.80	
McCook Central School Dist	Golf entry fees	50.00	
O'Gorman High School	Track entry fees	150.00	
West Central School Dist	Golf entry fees	100.00	
Johnson, Doyle	Softball official	151.00	
Malaterre, Don	Softball official	100.00	
Region II music	Entry fees	214.00	
Sioux Valley School Dist	Golf entry fees	80.00	
Sisseton School	Golf entry fees	40.00	

	Warne, Kevin	Softball official	120.00	
	Wiles, Mary	Softball official x 2	240.00	
	US Postmaster	Postage	17.60	
	Cash	State track meal money	868.00	
	Cash	State golf meal money	72.00	
	Estelline School District	Region track expenses	158.85	
United	Meadowbrook Golf Course	State golf practice rounds	42.00	4,669.69
Whipkey, Brenda		Supplies		1,757.00
		Mileage		47.00

TOTAL GENERAL FUND 91,693.65

CAPITAL OUTLAY FUND:

Big City Motors		2020 Ford Transit		42,400.00
BMO Procurement Card	Amazon	Library books, supplies	1,095.48	
	Teacher Synergy	Software	195.92	1,291.40
EPS		Curriculum		14,936.67
Follett		Library books		351.38
G&R		Maint agreement		15,818.91
Heinemann Restoration		Services		16,500.00
Infinite Campus		Services		749.52
Innovative		Supplies		543.35
ITS		Services		1,904.34
JLG		Services		1,237.50
Schulte Subaru		2012 Chevy Silverado		16,500.00
Trust and Agency-Imprest	BMO	RTI materials	959.20	
	BMO	Library books	42.28	1,001.48

TOTAL CAPITAL OUTLAY FUND 113,234.55

SPECIAL EDUCATION FUND:

Provider		Services		3,438.75
Goodcare		Services		10,794.15
Provider		Services		35,680.50
Nord, Rich		Bus wash		36.53
Prairie Lakes		Services		7,587.45
Stephens, Teresa		Mileage		67.32
Teachwell		Services		13,207.00

TOTAL SPECIAL EDUCATION FUND 70,811.70

FOOD SERVICE FUND:

Ekern		Supplies		21.48
Gourneau, Tiffany		Meal account refund		87.55
IS Restaurant Services		Supplies		151.50
Lunchtime Solutions		Services		44,519.87
Schweiteman, Dylan		Meal account refund		45.70

TOTAL FOOD SERVICE FUND 44,826.10

School Year 22/23

Flandreau Public School

Harlow's School Bus Service

Total General Transportation	\$	5,083.77
Total Field Trips & Sports Activities	\$	881.66
PPE/Sanitization	\$	86.96
Total Intown School Bus Trips	\$	1,941.10
Total Driver Down Time	\$	3,097.38
Fuel Surcharge	\$	11,090.87
Total Monthly Invoice	\$	11,090.87

General Transportation	Daily Miles	Annual Rate	1 of 9 Monthly Pmts
Total General Transportation	320	\$253,657.00	\$ 28,184.11

Field Trips & Sports Activities

Date	Description	Bus #	Miles	Rate	Total	Wait Hours	Rate	Total	Total
5/2/23	Volga- Track	5	73	2.91	212.43	7:00	17.37	121.59	334.02
5/4/23	Kindergarten-Sioux Falls	6	107	2.91	311.37	4:00	17.37	69.48	380.85
5/4/23	Salern-JH Track	6	136	2.91	395.76	7:00	17.37	121.59	517.35
5/4/23	Hartford-Softball	5	112	2.91	325.92	5:00	17.37	86.85	412.77
5/5/23	Sioux Falls- Track	5	101	2.91	293.91	9:00	17.37	156.33	450.24
5/5/23	Brookings-Anatomy	6	64	2.91	186.24	3:00	17.37	52.11	238.35
5/8/23	Chester- Track	5	54	2.91	157.14	7:00	17.37	121.59	278.73
5/9/23	Brookings-5th grade	6	63	2.91	183.33	5:00	17.37	86.85	270.18
5/9/23	Hayt- Track	5	143	2.91	416.13	8:50	17.37	147.65	563.78
5/11/23	Salern- HS Track	6	131	2.91	381.21	7:50	17.37	130.28	511.49
5/12/23	Sioux Falls-Kindergarten	6	107	2.91	311.37	5:00	17.37	86.85	398.22
5/12/23	Madison-Softball	5	66	2.91	192.06	5:50	17.37	95.54	287.60
5/17/23	Estilline-HS Track	5	107	2.91	311.37	7:00	17.37	121.59	432.96
5/19/23	Brookings- 1st grade	5	63	2.91	183.33	5:00	17.37	86.85	270.18
5/19/23	Tea-Softball	5	108	2.91	314.28	5:00	17.37	86.85	401.13
5/22/23	Desmet-4th Grade	5	142	2.91	413.22	6:00	17.37	104.22	517.44
5/26/23	PVC-Sioux Falls/Garretson	5	141	2.91	410.31	10:00	17.37	173.70	584.01
5/29/23	Band-Memorial services	5	29	2.91	84.39	4:25	17.37	73.82	158.21
				Total's	\$ 5,083.77	110.75	\$ 17.37	\$ 1,923.73	\$ 7,007.50

*** Intown School Bus Trip 30 Miles or Less**

Date	Description	Miles	Number of Trips	Rate	Total	Wait Hours	Rate	Total
5/23/23	Edgewood	4	1	86.96	86.96	1:00	17.37	104.33
		0	0	86.96	-	0:00	17.37	-
				Total's	\$ 86.96	1:00	\$ 17.37	\$ 104.33

Fuel Surcharge	Days	Miles	Total Miles
Routes	20	320	6,400
Sports/Field Trips Activities			1,747
Intown School Bus Service			4
Total Miles			8,151


Avg Price for Fuel	\$	3.90	
Contract Price	\$	2.00	
Difference	\$	1.90	
Mileage Rate	\$	0.38	
Total Fuel Surcharge	Miles	Rate	Total
	6/8/2028,151	\$ 0.38	\$ 3,097.38

Sentinel Program - FPS Staff Survey

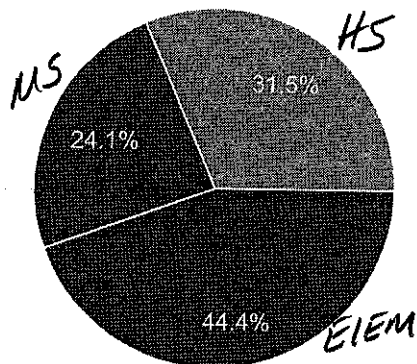
54 responses

Publish analytics

Which building do you primarily work in?

 Copy

54 responses

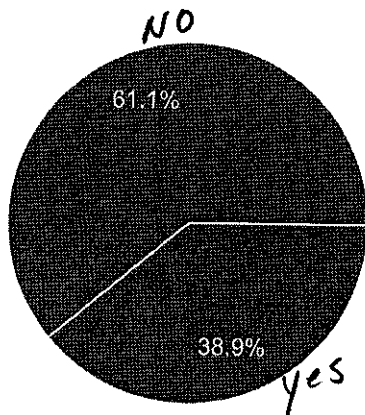


- Elementary School = 44.4%
- Middle School = 24.1%
- High School = 31.5%

Would you like to see the Flandreau Public School District pursue further discussion and consideration of the Sentinel Program?

 Copy

54 responses



- Yes = 38.9%
- No = 61.1%



If you have any comments, please list them here:

19 responses

Nothing is more important that the safety of the kids who have been entrusted to us. It's our duty to protect them.

This is hard because there are so many concerns but also possible benefits. I think it's worth continuing the conversation... not sure that I am 100% on board yet though.

I think the high school needs our resource officer to be on site during school hours M-F. On days when he is not here, someone else from the PD/Sheriff's office should take his place. There have been many days where we have been without a resource officer. With the amount of behaviors and vaping, we cannot afford to be without one each day.

If we are considering or see a need for a sentinel person in the school, I think it would be more beneficial to hire another SRO instead that is better trained.

We currently have a school resource officer, city police, tribal police, and county sheriffs active in our city in close proximity to the school. The presence of additional armed personnel on school grounds is neither necessary nor advisable. This would simply be introducing the possibility of another shooter on the premises which could confuse and hamper actual law-enforcement response to a violent act.

This is absolutely ridiculous. Keep the guns out of the school.

This program seems unnecessary as we have THREE police forces within 5 minutes of the district at any point in time.

Personally as a special education teacher, I work with students who are very hands on and typically do not understand personal boundaries. I personally think that is one more thing I would have to worry about in my class. I feel very safe at our school with the resource officer, town and county officers. At this time I would not like to see the school consider the sentinel program.

I believe if properly trained individuals take part in it, this would make the school a safer environment.

We are hired as educators, not guards for our classroom.

We are hired as educators, not guards for our classroom. (Ignore the first one with the "yes")

There are on average 66 deaths from guns per year at schools out of 50 millions students enrolled in k-12 schools. The odds of a student dying from gun violence in school are very low. However feeling like you are working or going to school in a war zone is very real if your teachers are carying guns.



Some research shows that accidental discharge of firearms are more likely than a school shooting. For example, according to the National Center for Education Statistics, there were 25 school-associated violent deaths in the United States in the 2018-2019 school year, but only 3 of those deaths were the result of active shooter incidents. Meanwhile, there were 10 accidental gun discharges on school grounds in that same year.

An educational researcher on school violence from Minnesota was asked about the effectiveness of Guns in School, her thoughts:

Marshall Poe:

Would it be advisable, and some people claim it should be, to somehow protect these locations better than we do? Is the frequency of these events such that we need to make them well, to use a military phrase, kind of harder targets? Is this advisable in any way? Because you hear people talking about, "We should arm school teachers," and stuff like this, I don't know, but is this something that we should think about?

Jillian Peterson:

I mean, our data would say no, only because most perpetrators are insiders. These are not outsiders coming into a location that they don't know. Perpetrators of school shootings are students of the school, perpetrators of workplace shootings work at that location. They are moving in and out of that security. They know where the armed officers are, they've been through the active shooter drills, they know how this all works. And so, I think a lot of things we do in terms of hardening, assume it's sort of these outsiders coming in. The reality is, this is insiders. And so a lot of that hardening won't be as effective. Actually, what we know is protective, particularly in schools, is things like warm, trusting environments with really strong relationships and some of that hardening can run counter to the type of environments we know kind of foster this protective safe school.

Lastly the use of the gun for self defense of the home has shown that home owners are 4 more times more likely to have an unintentional shooting, 7 times more likely to commit assault or homicide, and 11 times more likely to use the gun for suicide than for defending their homes. This is from the study "Armed Resistance to Crime: The prevalence and Nature of Self Defense with a Gun"

It is not reasonable to expect that a teacher is more likely to use the Gun to protect the students from a school shooting than they are to have some sort of accident with the gun.

SRO and Moody County Sheriff department are available if they are needed and could respond quickly being they are located within city limits.

My "no" is a maybe: I teach at the Colony, so not sure this would apply to me at my primary location. I think that I would want to know what the SRO thought on the matter to have a better understanding.

I feel we do not need this program.

Arming teachers is not the answer to this very scary situation we could end up in.



The presence of guns in schools is not something that I believe should be considered. 80 hours of training is not a sufficient amount of training time to warrant carrying a firearm within a school. The idea of knowing there is a firearm within a confined environment that I am in is off-putting. The presences of guns is not a deterrent when there are statistically more homicides from the presences of more guns in a violent altercation; guns in schools should not be the answer to combatant shootings in schools. There is statistical evidence to back up the claim that there is a correlation between the presences of a weapon and the larger risk of injury or death by that weapon, regardless of who has access.

Although we have a Resource Officer (RO) assigned to our school, he is not able to be here at all times. This means that if there ever was a shooter in our school during his absence it would take several minutes for a Flandreau Policeman to respond. Hundreds of rounds can be fired during that time, meaning many potential injuries and deaths. Having a few armed Sentinels (or even just 1) in the building would ensure that a response could be much quicker and there would be a backup for the RO. As in the cases of the schools that have had shootings, most didn't have any type of armed guard in the school. But, they do now- after the fact. How many of those schools wished they would have had an armed guard BEFORE the shootings happened? "Hope for the Best. Prepare for the Worst."

This is absolutely ridiculous. The day that my colleagues carry guns at school will be the day that I leave the classroom. This cannot and is not our best solution against gun violence! Demand that our legislatures create laws to protect our educational staff and students rather than expect teachers to throw themselves in front of bullets and hostile citizens.

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Additional Resources

School Sentinel Training Program

Law Enforcement Training provides training for all approved school sentinels. The training course for the school sentinel program consists of at least 80 hours of training in the following subject areas.

1. Firearms proficiency
2. Use of force
3. Legal aspects
4. Weapons retention
5. Identifying protocol for identifying sentinel
6. First aid

The school board may submit a person for school sentinel training only if the person meets the following requirements:

1. Is a citizen of the United States;
2. Is at least 21 years of age at time of appointment;
3. Has fingerprints taken by a qualified law enforcement officer;
4. Is of good moral character;
5. Is a graduate of an accredited high school or has a high school equivalency certificate acceptable to the commission;
6. Is examined by a licensed physician who certifies, on forms prescribed by the commission, that the applicant is able to perform the duties of a school sentinel;
7. Is interviewed in person by the school board or its designee and approved by the school board to apply to the school sentinel basic training course;
8. Has received written approval to apply to the school sentinel basic training course by all local law enforcement agencies with jurisdiction over the school premises in which the individual will act as a school sentinel;
9. Has not unlawfully used any prescribed drug, controlled substance, or marijuana within one year before the time of application for training; and
10. Has a valid concealed weapons permit.

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School Sentinel Program – Frequently Asked Questions

What is a School Sentinel?

(The) School board may implement school sentinel program. Any school board may create, establish, and supervise the arming of school employees, hired security personnel, or volunteers in such manner and according to such protocols as the board may believe to be most likely to secure or enhance the deterrence of physical threat and defense of the school, its students, its staff, and members of the public on the school premises against violent attack. (SDCL 13-64-1)

The School Sentinel is *not* a law enforcement officer. The Sentinel is present to provide deterrence and immediate response to violent attack. Tasks that are customarily the responsibility of law enforcement remain so.

The School Sentinel program should be considered a component of comprehensive efforts to enhance safety. These efforts should include awareness and training in related topics. Affirmative preparedness is a community effort whose intention is to provide education, deterrence and defense.

How is a "School Sentinel" selected?

See South Dakota Codified Law in Chapter 13-64.

What is the "School Sentinel" application process?

Found here: <https://atg.sd.gov/LawEnforcement/Training/schoolsentinel.aspx>

School Sentinel application: [https://atg.sd.gov/docs/Sentinel%20application%201-2016%20\(4\).pdf](https://atg.sd.gov/docs/Sentinel%20application%201-2016%20(4).pdf)

School Sentinel Medical Form:

<https://atg.sd.gov/docs/Sentinel%20Medical%20Frm%201-2016.pdf>

What training is required for a School Sentinel?

School sentinel training course. Any person who acts as a school sentinel, pursuant to § 13-64-1, shall first successfully complete a school sentinel training course as defined by the Law Enforcement Officers Standards Commission pursuant to subdivision 23-3-35(16).

There is no exemption from Sentinel training, regardless of the background of the Sentinel candidate. This includes current or former law enforcement or military of any job category.

School Sentinel Program – Frequently Asked Questions

What does the School Sentinel training consist of?

Fundamental training topic areas:

1. Firearms proficiency
2. Use of force
3. Legal aspects
4. Weapons retention
5. Identifying protocol for identifying sentinel
6. First aid (self and others)

Also covered: immediate response to violent attack, searching for attackers, functioning in low light conditions, weapon retention, handcuff familiarization, and movement tactics. Discreet, confidential, and concealed carry of a handgun is trained and practiced extensively. Sentinel candidates also learn to use a law enforcement type patrol rifle.

Who is exempt from having to go through the training, but still wants to be a Sentinel?

There is no exemption from Sentinel training, regardless of the background of the Sentinel candidate. This includes current or former law enforcement or military of any job category.

How long is the training?

This training is 80 hours or two weeks long.

What happens if I miss a day of training?

The program is progressive in that each day is built upon the previous day's training. Missing portions of the training would keep the student from completing the course of instruction.

How does a student make up missed training?

The current 'blocked' format of Sentinel training does not provide for make up days. The student would have to return to the next scheduled class.

Where does it take place?

Training is conducted at the offices of Law Enforcement Training in Pierre.

School Sentinel Program – Frequently Asked Questions

Where can I get more information on this program?

Contact Law Enforcement Training, (605)773-3584.

Equipment

It is recommended that the school purchase and provide firearms and related equipment. Alternatively, schools may choose to authorize privately owned firearms and equipment. Use of same or similar types as those issued or authorized by area law enforcement agencies is a best practice. Firearms should be factory stock, un-modified and current on any updates or recalls. If your school does not have any firearms, contact LET for resource information.

Training ammunition is provided by LET. Duty ammunition should be similar to what is used by law enforcement.

Prior firearms training is not required. Some training can be counterproductive to learning to shoot. Please contact LET if you have questions.

Handgun: - a good quality 9mm Luger semi-auto like the Glock 17 or 19, Smith & Wesson M&P or M&P Compact, Sig P320 Compact (upgrade compliant) work well for the majority of people. Other calibers can compromise your training experience. You will need at least 3 magazines. If your magazines hold 10 rounds or less, bring enough to load (in magazines) and carry 30 – 40 rounds at a time. Small statured people may need to look at one of the single stack subcompact firearms from Glock or Smith and Wesson. (Note you will need at least 4 magazines for these single stack guns). Highly recommended that firearms should be handled prior to purchase. Visiting a commercial range that offers handgun rentals of the various above handguns is a beneficial method of determining fit.

Law Enforcement Training will provide ammo for 9mm Luger, .40 S&W, and .45 ACP.

NOTE: The gun you will perform best with at training, may not necessarily be the one you will carry when in school. This should be a policy decision made by the school.

The reason for this issue is that the school environment may require a very high level of concealment which may necessitate moving to a smaller firearm. The problem with trying to use the smaller firearms in training is simply the volume of rounds you will be shooting. For a one day class, the small guns can be made to work well with practice. For multiple days and almost 1000 rounds of fire, they will quickly become difficult for even the most experienced shooters. The small firearms are harder to grip, they require more frequent reloading and most critically, tend to rub 'hot-spots' on the shooters hands quicker. This all means that the student cannot concentrate on the skills we are teaching when flinching from rubbed blisters on their knuckles or palms.

School Sentinel Program – Frequently Asked Questions

Holster: Strong side outside the waist band holster. Holsters can be made of kydex, polymer or leather. You likely will use a different holster while at school, but having a holster which you can easily re-holster the gun without looking or without using two hands will allow you to concentrate on the other skills we cover without distraction. Inside the waist band holsters offer concealment but often require a change in pants size and must not collapse closed when the gun is removed so you can re-holster one-handed. Hybrid style leather/kydex tend to quickly soften and start collapsing closed. Do not bring the generic 'This holster fits 10 guns' style or a soft nylon style holster. The hybrid (polymer and leather/nylon/etc.) and generic fabric holsters often compromise safety and performance. A very good inexpensive model to consider is the Standard (not SERPA) Blackhawk CQC, the Safariland ALS, the Safariland GLS, Comptac QB, Blade Tech Eclipse, Glock Sport-Combat, etc. Body shape may affect holster selection.

Due to safety concerns regarding holsters that require an overt movement of the trigger finger, the use of these types of holsters and any other holsters with the same type of auto locking/trigger finger release is not permitted.

Please contact LET if you have questions.

Magazine pouch: Available and made from leather, kydex or polymer. Two, single magazine pouches are optimal. The soft magazine pouches will work, open top magazine pouches with passive retention work best. A single magazine holder will work as you can have one magazine in the gun, one in the magazine pouch and then a third (and fourth for low-capacity guns) in your pocket. Examples by brand name: Blackhawk, Safariland, Glock or BladeTech.

Belt: A good gun belt is essential to safely carry this equipment. Your standard dress or stylish web belt will simply not hold a full-size firearm, a magazine pouch, magazine and 30 rounds of ammo securely. Look for something in very stiff leather or something like the Blackhawk Riggers Belt, Wilderness Tactical 5 Stitch, Galco Concealment or Bianchi Ranger Belt (with overlapping leather behind the buckle).

Concealed carry options: Carrying your handgun in a briefcase, computer bag or dedicated concealed carry bag is also an option. We will practice this, called 'off body carry,' as part of training. Holster and magazine pouches are required for training.

Rifle: – a short rifle or carbine in .223/5.56mm caliber is highly recommended and used in training. A good quality AR type semi-automatic rifle works well for most situations. While a rifle or carbine is not concealable, it has advantages in accuracy and distance capability. A sling and extra magazines will be needed. SROs may already have a suitable rifle or carbine available. Please contact LET if you have questions.

LET will provide .22 caliber AR type rifles for basic training.

Students will need to provide their own rifle for the balance of training.

School Sentinel Program – Frequently Asked Questions

Ear and eye protection: Quality muff style electronic ear protection is preferred. It will allow you to clearly hear all range commands and instructions. Popular brands: Howard Leight, Peltor, etc. Eye protection can be purchased at Walmart or a good sporting goods store. With multiple shooters present, we may use additional ear plugs underneath the muff type protection.

Flashlight: Compact and bright with a simple switch is preferred. It should have a means of remaining accessible, either a belt pouch or clip on the light.

Clothing: Pants with cargo pockets are useful. Clothing types actually worn on the job are highly recommended. If that clothing conflicts with above recommendations for holsters, belts, etc., contact LET for further information. Bring the following: a loose-fitting vest, a jacket and a pullover type (sweater, sweat shirt) garment for use in handgun concealment practice. Concealment garments will be used in many of the training exercises.

Comfort Items: Hat, sunscreen, folding chair, cooler, bug spray, hydration, etc. We may spend some time at the outdoor range.

Capital Outlay – June 2023

Available = \$1,760,000

Total requested = \$1,804,350

Every year costs - \$1,142,000

Building maintenance – warranty = \$45,000	Debt services = \$465,000
Bus contract – 15% of contract = \$41,000	Textbooks = \$25,000
Technology – District wide = \$220,000	Library – Books, etc. = \$15,000
Fiscal Services – accounting software = \$8,500	ELL Curriculum (Rieff/Heier) = \$7,500
SPED Curriculum = \$15,000	Transfer to General Fund = \$300,000

2023 items/requests = \$662,350

Building Maintenance: \$61,000

PA System – Connect HS/Elem = \$30,000	Elem. Door Curtains – 36 = \$6,000
Pipe openings? Fire Marshall – ????	Floor Scrubber = \$15,000 – ?????
Elem Lunchroom tables – 25 = \$31,000	HS – Tuck Points = \$25,000
HS Lights – \$60,000 – ?????	

Grounds: \$76,000

Elem. Parking = \$40,000	Cameras & Server = \$18,000
Wood Chips = \$5,000	Stadium – Repairs/Paint = \$6,000
Vape Detectors = \$7,000	

Administration \$14,300

Cash Counter = \$700	Desk Chair (Weber) = \$600
File Cabinet (Decker) = \$7,000	Copier = \$6,000

Elementary Staff: \$40,250

Carpet – Kindergarten – 3 rooms = \$30,000	Cubby unit (Sanders) = \$500
Chairs– 28 (Luchtenburg) = \$2,000	Door curtain (Kelm) = \$500
Activity tables – 4 (Du Randt) = \$1,500	Chairs – 18 (Du Randt) = \$1,200
Storage Cabinets – 3 (Greenfield) = \$500	Supply Center (Wortham) = \$400
Activity Carpet (Gilbertson) = \$500	Classroom Rug (Kaschke) = \$600
Platform swing (Gassman) = \$750	Portable Sink (Gassman) = \$1,800
Student Desks – Stand up – 2 (PVC) = \$500	Student Desks – 10 (PVC) = \$1,400
Student Chairs – 15 (PVC) = \$1,000	Student Chairs – 10 (PVC) = \$700

Middle School Staff: \$76,550

MS Lockers = \$75,000

Printers = \$700

Roeking stool—3 (Yeaton) = \$1,200

~~Teacher desk (Yeaton) = \$1,500~~

Adjustable Desk – 2 (Hall) = \$850

Middle/High School Staff: \$9,400

Cabinet (Art) = \$300

Stools – 16 (Art) = \$3,200

Activity tables – 12 (Art) = \$5,000

Elliptical Chairs – 8 (Art) – 6 = \$900

High School Staff: \$250,500

FACS Kitchen = \$250,000

KitchenAid mixer = \$500

~~Adjustable tables—13 (Pieper) = \$4,500~~

Activities: \$16,850

~~Wrestling Seale, etc. = \$3,000~~

VB Uniforms = \$3,500

~~Weightroom flooring = \$15,000~~

FB Helmets = \$5,000

Softball bats – 2 = \$850

Golf Bags – 8 = \$2,500

~~Pole Vault pits, etc. = \$40,000~~

Popcorn machine = \$2,000

FB Shoulder Pads = \$3,000

Music/Band: \$7,500

Instruments = \$7,500

Other: \$110,000

SPED Minibus = \$110,000

Capital Outlay	2023-2024	Capital Outlay	2023-2024
Hardware		Software	
Colony Laptop Cart		Adobe Software	\$ 2,600.00
Computer Labs lab (Library)	\$ -	Blackboard - Website	\$ 3,233.30
Cables/External Devies	\$ 500.00	BrainPop	\$ 3,500.00
Chargers - Replacement	\$ 2,250.00	Backup - Offsite	\$ 669.11
Chromebox for Promethean	\$ 2,000.00	Campus Learning	\$ 854.70
Chromebook/iPAD Sleeves	\$ 5,700.00	Campus Messenger	\$ 982.90
Chromebook - Colony	\$ 6,600.00	Campus Registration	\$ 700.00
Chromebook - EL	\$ 23,000.00	Campus - Shout Out SMS	
Chromebook - MS	\$ 33,600.00	Classroom Business Sim.	
Ipads		Cloud Ready	\$ -
High School MultiMedia Lab	\$ 20,000.00	Colony Firewall	\$ -
High School Student Machines	\$ -	Forticlient	
Promethean board (Mobile Stands + Shipping)	\$ 9,500.00	Ipad Management	\$ 900.00
Printers	\$ 2,000.00	IXL	\$ 1,000.00
Racks	\$ -	Learning A-Z (ELL)	\$ 2,500.00
Servers		Map Testing	\$ 11,785.10
Switches		Microsoft Licenses	\$ 6,172.00
Cat 6A Cabling	\$ 20,000.00	Monitoring Software for Laptops/Chromebooks	\$ 3,988.80
Teacher Machines	\$ -	Praxis Testing for paraprofessionals	\$ 200.00
UPS	\$ -	Rosetta Stone (\$165 Copy)	\$ 2,500.00
Wireless Controller and Access Points.	\$ -	Ruckus - Cloud Wi-Fi 5yr	\$ 5,000.00
Live Ticket Streaming Equipment	\$ -	Ruckus - Cloud Switch	
Lunch Machines	\$ -	Tie Membership	\$ 1,300.00
Hardware Total	\$ 125,150.00	Software Total	\$ 52,885.92

	2023-2024
Total Tech Budget	
Hardware Budget	\$ 125,150.00
Software Budget	\$ 52,885.92
Total Budget	\$ 178,035.92

SCHOOL RESOURCE DEPUTY (SRD)

Job Description

Revised (June 2023)

QUALIFICATIONS:

1. Certified as a law enforcement officer in the State of South Dakota in accordance with Chapter 23-3 of the South Dakota Compiled Laws.
2. Attend and complete 40 hours of School Resource Officer training.
3. Educational experience shall not be a pre-requisite for SRD duties, but experience in the field of education shall be preferred.
4. Such alternatives to the above qualifications as the board may find appropriate and acceptable.

REPORTS TO: Building principals and superintendent for school related issues.
Moody County Sheriff's Office for law related issues

PRIMARY FUNCTION: The School Resource Deputy (SRD) shall be based out of the Flandreau High School and act in matters of security and law related issues. The SRD will act as the liaison between the school district and local law enforcement. At the principals' request, the SRD will also act as a school official in the matters of supervising students and enforcing school district policies, in accordance with SDCL 13-32-1. Should a school policy violation become a criminal investigation, the SRD will respect the rights of students and follow the districts procedures as established in the Flandreau Public School policy manual.

A. ESSENTIAL SKILLS:

1. Establish and maintain an appropriate working relationship with students, staff, and community members.
2. Serve as a resource and consultant to staff relative to security and law related issues.
3. Maintain the Emergency Management Plan for the school district.
4. Investigate crimes committed on school property.
5. Keep the peace in accordance with SDCL 13-32-6.
6. Educate staff and students on law related topics.
7. Work with building principals to investigate and enforce matters concerning possible violations of school policy.

B. OTHER SKILLS/DUTIES:

1. Conduct school security audits.
2. Provide students with guidance in ~~law~~ criminal related issues.
3. Report to parents, school personnel, physicians, clinics, and other agencies on school law related matters.
4. Work with school personnel on matters of school attendance.
5. Supervise after-school activities at the request of the building principal.
6. Prepare and submit reports for the superintendent and the ~~Chief of Police-Sheriff~~.
7. Advise teachers on current law enforcement related matters, particularly regarding school security.
8. Attend committee meetings and conferences regarding law enforcement and school resource deputy related topics and curriculum.
9. Educate students and staff on issues such as: Stranger-Danger, gang awareness, school violence/bullying, dangers of alcohol & substance abuse, internet safety, bicycle safety, etc.
10. Other duties as assigned by the FPS administration.

C. BENEFITS

1. Salary and work year to be established by the Moody County Commissioners and Flandreau Public Schools.

Talking points for the school board:

Combine some of the items noted above.

What violation of school policies that are also criminal in nature does the school board want the SRD to treat as a criminal violation (Citation or Summons and Complaint)?

- Vaping
- Marijuana
- Assaults (4th graders pushing each other vs. 15-year-olds throwing hands)
- Theft
- So, on

The SRD should not provide “Legal Advice” but can explain laws and statutes.

Does the school board have a policy about Canine usage in the school regarding “sniffs” on Lockers or bags.

Sentinel program

13-32-1 – Should the SRD deal with “discipline”. Putting a student in ISS vs a principle.?? Or should an in-school report be written and submitted to administration.

CONTRACT FOR PROVIDING SCHOOL HEALTH SERVICES
BETWEEN

Flandreau Public School District 50-3
600 Community Drive
Flandreau, SD 57028

Avera McKennan d/b/a Avera Flandreau Hospital
214 N. Prairie St.
Flandreau, SD 57028

Referred to as "School"

Referred to as "Provider"

The Provider hereby executes an agreement for providing school health services to the School.

I. THE PROVIDER

A. The Provider's services on this agreement shall begin on July 1, 2023, and end June 30, 2024. The Provider will not pay for any services provided by the Consultant unless this contract is signed by all parties BEFORE THE CONSULTANT BEGINS TO PROVIDE SERVICES.

B. The Provider agrees to provide 230 hours (of which includes time spent traveling) of basic school health services listed below, as requested by the School at the rate of \$29.45 per hour:

i. PREVENTION CARE FOR CHILDREN

- a. Complete health assessments in grades pre-kindergarten or kindergarten, 5th grade (Recommended for pre-kindergarten, kindergarten, fifth grade) and any school child on referral.
- b. Scoliosis screening to girls (Recommended for the fifth and seventh grade) in grades 5th and 7th grade and boys (Recommended for the ninth grade) in 9th grade and any school child on referral.
- c. Vision screening for grades pre-kindergarten, 1st, 3rd, 5th, 7th, 8th, and 10th grades and any school child on referral.
- d. Hearing screening for pre-kindergarten, 5th grade, and any school child on referral.
- e. Developmental screening in pre-kindergarten and any school child on referral.

ii. STUDENT EDUCATION

- a. Provide student education in some or all of the following areas:
 - STD education
 - Growth and Development: Puberty changes, Menstruation, Breast and Testicular Self-exam
 - Oral Health
 - Nutrition: Sports Nutrition, Fruits and Veggies-More Matter, Think Your Drink
 - Hygiene: Hand washing
 - Injury Prevention: Farm Safety, Seatbelt, Suicide
 - Tobacco and Substance Abuse

C. The Provider agrees to provide school health services listed below, as requested by the School at the rate of \$46.33 per hour. These services are paid 100% by the School, as Public Health Alliance contract does not pay for any of these services:

- i. Assessment of individuals and groups of school children for head lice infestations.
- ii. The Provider agrees to supervise and monitor the school district's medication distribution policies and procedures.
- iii. Crisis Prevention and Education
- iv. Employee Education
 1. Educational sessions regarding specific disease/process (i.e. diabetes, allergic reactions, seizures etc.)
 2. Training for unlicensed assistive personnel for the South Dakota's Board of Nursing (SDBON) Unlicensed Diabetes Aide registry

v. Diabetes services:

1. Provider's nurse will be available to oversee and implement needed interventions for diabetic students as directed on each student's individualized medical management plan as ordered by his/her medical provider. On days that the provider's nurse is unavailable the school will provide appropriately trained personnel listed on the South Dakota's Board of Nursing (SDBON) Unlicensed Diabetes Aide Registry or have an appropriate parent or guardian provide the needed care. The Provider's nurse will delegate insulin administration when he or she is not physically present on site to administer the insulin. A nurse will be available via electronic communication for all mealtimes. An exact schedule can be determined between School Principal and Provider. Changes to the schedule needed by Provider and or School will be communicated via telephone.
2. The time Provider spends providing services will be charged against total hours of services provided to the School.

D. The Provider agrees to provide 60 hours clerical support as needed to provide such services at the rate of \$19.10 per hour. These services are paid 100% by the School, as Public Health Alliance contract does not pay for any of these services.

E. The provision of the services described in this Agreement is contingent on the Provider having sufficient staff to provide the services. In the event the Provider does not have sufficient staff to provide the services, the Provider will be able to discontinue services without penalty.

II. THE SCHOOL

- A. The School agrees to provide clerical support as needed to provide services (such as assistance in directing students to screenings).
- B. The School agrees to provide space appropriate for services provided (including space that allows privacy for scoliosis screening and health assessments, quiet area for hearing screenings, etc.)
- C. The School agrees to distribute information to parents regarding services provided.

- D. The School agrees to hold harmless and indemnify the Provider, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the School to be responsible for or defend against claims or damages arising solely from acts or omissions of the Provider, its officers or employees.

III. OTHER PROVISIONS

- A. **INTEGRATION/CHOICE OF LAW AND FORUM PROVISION:** This contract contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this contract. The terms and condition of this contract are subject and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in Hughes County, South Dakota.
- B. **TERMINATION PROVISION:** This contract can be terminated upon thirty (30) days written notice being received by the other party and may be terminated for cause by the Provider at any time with or without notice.
- C. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the South Dakota Legislature or the South Dakota Executive Branch for this purpose. This contract will be terminated for cause by the School if Congress, the Legislature or the Executive Branch fails to appropriate funds, terminates funding or refuses to grant expenditure authority. Funding termination is not a default by the School nor does it give rise to a claim against the School.
- D. **NONASSIGNMENT PROVISION:** This contract may not be assigned by either party without the written consent of the other.
- E. **AMERICANS WITH DISABILITIES ACT PROVISION:** The School agrees to provide all services required in this contract in compliance with the Americans with Disabilities Act (ADA) OF 1990, 42 U.S.C. # 12101-12213, and any amendments thereto.
- F. **SMOKE FREE WORK PLACE:** To promote a safe and healthy working environment for all people, the Provider strongly encourages the School to provide a smoke free work place in any buildings where services pursuant to this contract are rendered.
- G. **DRUG FREE WORK PLACE:** To promote health and safety, the School agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. The Provider reserves the right to terminate this contract if the School, or any of its employees or agents, is convicted of using illegal drugs.
- H. **RECYCLING:** To help preserve our natural resources and reduce the need for additional landfill space, the Provider strongly encourages the School to establish a recycling program, to promote the separation and recovery of recyclable materials, and to transport those recyclable materials to the nearest recycling center.
- I. **CIVIL RIGHTS POLICY PROVISION:** Both parties agree to provide services covered by this contract without regard to race, color, sex, religion, national origin, creed, marital status, age or disability as prohibited by state or federal law.
- J. **AUDIT REQUIREMENTS PROVISION:** Governmental sub-recipients are required to have audits performed in accordance with the Single Audit Act of 1984 and Office of Management and Budget Circular A-128, Audits of State and Local Governments. The School agrees to ensure that a copy of the final audit report is provided to the Department of Health Finance Office within thirty days upon receipt of the audit results. All audits may be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by

forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070.

- K. PERSONNEL PROVISION: Neither the School nor any employees or agent thereof will hold him or herself out as or claim to be an officer or employee of the Provider and will not make any claim, demand or application to or for any right or privilege applicable to an office or employee of the Provider including, but not limited to workers' compensation, health, life or malpractice insurance, retirement membership or credit, and the School agrees to assume responsibility for such liabilities.
- L. CONTRACT ORIGINAL AND COPIES: An original of this contract will be retained by the Provider. A second original will be sent to the School.
- M. RECORD RETENTION/EXAMINATION: The School agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. The Provider agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by the State, other personnel duly authorized by the State, and federal officials so authorized by law.

The parties signify their agreement by signing below.

Mr. David Flicek, President and CEO
Avera McKennan d/b/a
Avera Flandreau Hospital

President, School Board

Date

Date

School Superintendent

Date



Date Received by SD DOE:
ARW-LTS1 (6/2022)

Office of Accreditation
Type all information or use blue or black ink.

Administrative Rule Waiver Application
Long-Term Substitute

Authority to Grant Administrative Rule Waiver

24:43:08:01. Waiver of certain administrative rules and Department of Education policies. The secretary of education may waive compliance of one or more administrative rules or Department of Education policies when requested by a public school district or approved nonpublic school.

24:43:08:10. Secretary's authority to grant waivers limited. The secretary of education may not waive a state statute. The secretary may waive an administrative rule promulgated by the Department of Education or the South Dakota Board of Education, unless the language of the rule prevents waiving. The secretary may waive established Department of Education policy and procedure.

Part 1 – District Information

School District: Flandreau Public Schools		
Superintendent Name: Rick Weber	Phone Number: 605-997-3263	Email: Rick.Weber@k12.sd.us
School Board President Name: Tom Stenger	Phone Number: 605-864-9710	Email: tstenger64@gmail.com

Part 2 – Administrative Rules to be Waived

Select the rule(s) the district is requesting to be waived:

Long-term Substitute Requirement

- ARSD 24:28:01.01 (54) "Long-term substitute" means:
 - (A) an individual acting as a teacher of record for no more than 45 cumulative school days in a vacant teaching position while a school district pursues a contract for a teacher; or
 - (B) an individual who is acting as the teacher of record for more than 45 cumulative school days when a teacher is on a temporary leave of absence if:
 - (1) the teacher's leave of absence is granted pursuant to the "Family and Medical Leave Act of 1993," 29 U.S.C. § 2601, et seq. by the school; or
 - (2) the individual has a valid or inactive teaching certificate.

Definition of an Inactive Certificate (will allow someone with an invalid certificate to receive an inactive certificate allowing them to meet the exemption in ARSD 24:24:01.01(54)(B)(2))

- ARSD 24:28:01.01 (50) "Inactive certificate" means a certificate issued to a certificate holder with a valid certificate, who is not acting as an educator and requests the certificate become inactive for a period of five years.

Application Timeline

- ARSD 24:43:08:04. **Application timelines.** An approved waiver shall take effect at the beginning of the next school fiscal year on July 1. The department must receive an application for a waiver at least 60 days prior to the start of a new school fiscal year July 1. A district may petition the secretary for consideration of an alternate effective date that is least 60 days after the department receives its application for a waiver. The secretary shall consider the quality of the application and the extent of its intended outcomes on student learning and enhancement of student opportunity in determining whether to grant the alternate effective date for an approved waiver.

Part 3 – Verification of Administrative Rule Waiver Intent

(a) List the school(s) the where the waiver will be utilized:

Flandreau Elementary School

(b) Provide a description about the reason for requesting the waiver:

Maternity leave for a 4th grade teacher. We could not find a certified substitute.

(c) If requesting a waiver for a long-term substitute ARSD 24:28:01:01(54) (A) or (B) provide the following information:

- List the grade span and courses that will be taught by the long-term substitute:
4th grade teacher. Subject areas include Math, Science, ELA, and Social Studies.

- Provide a detailed description of the long-term substitute including name and qualifications such as degrees, work experience, or other experiences related to the courses being taught:
Mikiyela Colombe: 2 years as a paraprofessional and 2 years as a substitute teacher.

- Provide a description of the plan for monitoring the quality of the instruction by the long-term substitute and how the school will ensure there is not a negative impact on student learning:
Weekly checkins provided by 2 other 4th grade teachers as well as the Elementary Principal.
She had a 4th grade teacher as a mentor teacher. She kept a parent communication log.
She had access to educational resources such as TOTEM.

(d) If requesting a waiver to allow someone with an invalid certificate to be eligible for an inactive certificate, list the name of the invalid educator and the reason the waiver is being requested:

N/A

Part 4 – Length of Waiver

If applicable, identify the estimated length of time the long-term substitute will be in place:

47 Days

Part 5 – Approval by Local School Board

Date(s) Presented to School Board (*attach board minutes*):

June 12, 2023

Date Approved by School Board:

June 12, 2023

Signature of Superintendent/CEO:

Signature of School Board President:

Date of Signature:

June 12, 2023

Date of Signature:

June 12, 2023

Part 6 – Department of Education Review

Date Received:

Date Reviewed:

Name and Reviewer:

Approve

Deny

Reason for Denial:

Additional Documentation Required:

Part 7 – Department of Education Secretary's Action

Approve

Deny

Reason for Denial:

Signature:

Include:

1. Completed application
2. School board minutes

Email to

doeaccred@state.sd.us