

Tentative Agenda
Monday, August 9, 2021
6:00 pm

Flandreau School Board
Elementary Commons

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

- I. PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. OPEN FORUM *
- IV. COMMUNICATION – Recognition of visitors
 - a. Superintendent’s report.
 - b. Disclosure/Conflict of Interest – HB 1214.
 - c. Stay Well Plan 21-22
- V. CONSENT AGENDA
 - a. Approval of minutes, financial statements, and bills.
- VI. OLD BUSINESS
 - a. Title IX – 3rd reading.
 - b. SRO
- VII. NEW BUSINESS
 - a. Medical Marijuana.
 - b. ESSER III funds.
 - c. Resignations.
 - d. Adult meal prices.
 - e. Executive Session according to SDCL 1-25-2 (1).
 - f. Discussion and approval of any action deemed necessary from executive session.
 - g. New hires.
 - h. 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.

SCHOOL BOARD MEETING

July 12, 2021

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, Kevin Christenson, Jamie Hemmer, Brian Johnson, Tammy Lunday, and Tom Stenger were present. Kelly Kontz was absent. Superintendent Rick Weber, Business Manager Stacey VanBeek, and Principal Brian Relf were also present.

07-001.21 Motion by Christenson, seconded by Hemmer to approve the agenda with the addition of the approval of a resignation under new business. All voted aye.

The Pledge of Allegiance was recited.

The 2021-2022 BUDGET HEARING was held on Monday, July 12, 2021, at 6:01 p.m. in the Elementary School commons. The published 2021-2022 budget was presented by Business Manager Stacey VanBeek.

07-002.21 Motion by Hemmer, seconded by Burggraff to adopt the 2021-2022 budget as presented: General Fund \$5,958,126; Capital Outlay Fund \$1,766,950; Special Education Fund \$2,020,978; Impact Aid Fund \$283,820; Enterprise Funds \$470,857 (Food Service, Driver's Education) and to certify the tax levies to the Moody County Auditor as follows in mills and/or dollars: General Fund \$1.409 Ag; \$3.153 NA-Owner Occupied; \$6.525 NA-Other; Utilities \$6.525; Capital Outlay Fund \$1,631,000; Special Education Fund \$1.67. All voted aye.

There was no open forum this month.

Visitors to the meeting: Natasha Luchtenburg, Brenda Wade Schmidt, Abe Streitz, Elizabeth White, Adam Wiese.

Superintendent's report was given.

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

07-003.21 Motion by Hemmer, seconded by Johnson to approve the consent agenda consisting of minutes for the regular meeting on June 14, 2021 and the special meeting on June 27, 2021; the financial reports as of June 30, 2021; the bills in the amount of \$105,209.69 be allowed from General Fund; \$265,739.78 be allowed from Capital Outlay Fund; \$60,981.58 be allowed from Special Education Fund; \$43,450.33 be allowed from Food Service Fund, \$510.37 be allowed from Drivers Education Fund. All voted aye.

There was no motion to approve the SRO agreement with the city, the school will contact the county to learn if any officers are available.

The second reading of the Title IX Policy was held.

07-004-21 Motion by Christenson, seconded by Johnson to accept the resignation of Abby Hawks, third grade teacher, effective immediately with \$1,200 late resignation fee. All voted aye.

Jamie Hemmer was recognized for her three years of service to the Flandreau School Board.

07-005.21 Whereas all of the business for the 2020-2021 fiscal year has been properly processed and completed, motion by Johnson, seconded by Hemmer to adjourn the meeting at 6:38 p.m. All voted aye.

Oaths of office were administered to Kevin Christenson, Brian Johnson, and Adam Wiese.

The new board was called to order by Superintendent Rick Weber with Board members Kari Burggraff, Kevin Christenson, Brian Johnson, Tammy Lunday, Tom Stenger, and Adam Wiese present. Kelly Kontz was absent, but joined the meeting by phone at 6:41 p.m.

For the office of President: Johnson nominated Stenger and Lunday nominated Burggraff. The request for further nominations was called – upon no other nominations being received, votes were cast; Kontz voted via telephone. Stenger received six votes and Burggraff one vote. Superintendent Weber declared Stenger as president.

For the office of Vice-President: Johnson nominated Christenson and Lunday nominated Burggraff. The request for further nominations was called - upon no other nominations were received, votes were cast; Kontz voted via telephone. Christenson received five votes and Burggraff received two votes. President Stenger declared Christenson as Vice-President.

Kontz left the meeting via phone at 6:45 p.m.

07-006.21 Motion by Johnson, seconded by Burggraff to designate Superintendent Rick Weber as the official representative for Title I, II, III, VI, and IX; ADA; EOE; PL 101 and 99-457; Voc Ed; AHERA; School Food Service, and all state and federal funded programs; to appoint Marie Ivers, Special Education Director, as district authorized representative for Section 504 for each school; to appoint the High School Principal to be Title IX Director; to appoint the superintendent as Harassment Officer; to authorize the superintendent to dismiss school in case of inclement weather, disease, or emergency with the High School Principal authorized to dismiss school in absence of the Superintendent; to designate the Superintendent and Business Manager as purchasing agents; to designate the Business Manager as custodian of trust and agency with the central office administrative assistant to be the bookkeeper of the account; to authorize the Business Manager and Board President to borrow funds if needed; to authorize the central office administrative assistant to use the board president's signature stamp when needed; to appoint

the principals as truant officers and authorize them to make referrals to the School Resource Officer, County Sheriff, Chief of Police and States Attorney to enforce truancy policy and laws; to authorize early payment of city utilities as a reoccurring payable, when necessary; to designate Business Manager as investment officer and custodian of all accounts. All voted aye.

07-007.21 Motion by Johnson, seconded by Burggraff to designate the Moody County Enterprise as the official school district newspaper. All voted aye.

07-008.21 Motion by Christenson, seconded by Wiese to designate First National Bank as the official depository for all funds of the school district. All voted aye.

07-009.21 Motion by Burggraff, seconded by Johnson to authorize participation in SD Public Funds Investment Trust for school district's funds. All voted aye.

07-010.21 Motion by Johnson, seconded by Christenson to appoint John Shaeffer as legal counsel for the school district. All voted aye.

07-011.21 Motion by Christenson, seconded by Johnson to set the 2nd Monday of each month, 6:00 p.m. meeting time for all regular school board meetings. All voted aye.

07-012.21 Motion by Burggraff, seconded by Christenson to approve meal prices as follows: BREAKFAST: K-12 student reduced \$.30; K-12 student full pay \$1.75; Adult \$2.35; extra breakfast entrée \$1.25; extra cereal \$.85; extra toast \$.25; extra juice \$.50. LUNCH: K-12 student reduced \$.40; K-5 student full pay \$2.85; 6-12 student full pay \$2.95; Adult \$3.95; adult veggie bar \$2.00; extra lunch entrée \$1.90; extra yogurt \$.75; extra branded pizza \$2.00. MILK: K-3 milk breaks, K-12 extra milk, adult milk \$.50. All voted aye.

07-013.21 Motion by Christenson, seconded by Johnson to approve the following prices: admission for home school events as follows: Students Grades 1-12 \$3.00, Flandreau students grades K, 9-12 free; Adults \$5.00; Over age 65 district residents/taxpayers free passes (request at the High School office); Grades 1-8 activity tickets \$15.00 (Grades 9-12 free); Adult season pass \$35.00. Faculty state rate for meals and mileage – maximum in state – breakfast \$6.00; lunch \$14.00; dinner \$20.00; maximum out of state – breakfast \$10.00; lunch \$18.00; dinner \$28.00; lodging – actual costs; mileage \$0.42/mile. Student meals (state events only) – breakfast \$6.00; lunch \$10.00; dinner \$10.00. Substitute teaching wages: Certified/non-certified teacher \$110.00 per day; Long term substitute teacher (consecutive days for the same teacher) 6-20 days \$120/day, 21+ days 1/175 of base; classified staff substitute \$12.00/hour. The school board rate of pay as follows: regular meetings \$60.00 plus mileage; special, negotiation and committee meetings \$40.00. All voted aye.

President Stenger appointed the following committee assignments: Ag Advisory – Burggraff, Christenson, Wiese; ASBSD LAN – Johnson; Bldgs and Grds/Armory Board – Christenson, Johnson; Crisis Management – Stenger, Wiese; Equalization – Stenger; Diversity – Burggraff, Lunday; Finance and Transportation – Christenson, Johnson; ESSER/Back to School:

Burggraff, Johnson; Flandreau Education Foundation – Burggraff, Treasurer and Wiese, Secretary; Food Service Advisory – Burggraff, Christenson; Impact Aid Implementation, JOM – Kontz, Lunday, Wiese; Insurance – Burggraff, Johnson, Kontz; Negotiations/Professional Development – Christenson, Johnson, Kontz; Personnel, Curriculum, Textbooks/Supplies, School Improvement – Lunday, Stenger; Prairie Lakes Co-op – Stenger, alternate Wiese; Resource Center –Lunday, Wiese; Technology – Christenson, Kontz; Wellness – Burggraff, Wiese.

The Back to School plan suggestions were presented.

07-014.21 Motion by Johnson, seconded by Christenson to make masks recommended; eliminate desk shields and plexiglass; lunch/music/PE back to normal classrooms; open attendance for activities. Instruction should be in-person except for excruciating circumstances, and the back to school committee will review instruction and close-contact policies to make recommendations at the next meeting. All voted aye.

07-015.21 Motion by Burggraff, seconded by Lunday to hold a special meeting on Sunday, August 1st at 6:00 p.m. in the Elementary Commons to further discuss the Back To School plan. All voted aye.

A suggestion to change the open forum format was tabled to next month.

07-016.21 Motion by Johnson, seconded by Burggraff to transfer \$1,412 from general fund to the food service fund to cover the shortage in non-program foods revenue. All voted aye.

07-017.21 Motion by Johnson, seconded by Wiese to cast a vote for Kelly Messmer in the SDHSAA West River At-Large Representative run-off election. All voted aye.

07-018.21 Motion by Wiese, seconded by Christenson to cast a vote for Eric Denning in the SDHSAA Division IV Representative-Athletic/Activity Director run-off election. All voted aye.

07-019-21 Motion by Johnson, seconded by Wiese to accept the resignation of Josh Cleveland, middle school track coach, upon finding a suitable replacement. All voted aye.

07-020.21 Motion by Burggraff, seconded by Johnson authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1). All voted aye. The Board thereupon went into executive session at 7:44 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 8:27 p.m.

07-021.21 Motion by Christenson, seconded by Lunday to approve the contract of Thien Ho, high school principal, at \$60,000. All voted aye.

07-022.21 Motion by Wiese, seconded by Johnson to approve the contract of Kathryn Brakke, elementary secretary, at \$14.00/hour. All voted aye.

07-023.21 Motion by Burggraff, seconded by Johnson to approve the contract of Emma Peters, school social worker, at \$40,000. All voted aye.

07-024.21 Motion by Lunday, seconded by Burggraaf to approve the contract of Konstance Fricke, paraprofessional, at \$13.00/hour. All voted aye.

07-025.21 Motion by Wiese, seconded by Burggraaf to approve the contract of Paloma Fricke, paraprofessional, at \$13.00/hour. All voted aye.

Gross annual salaries including extra-curriculars and longevity for the 2021-2022 fiscal year are as follows: Brooke Albertson \$41,498; Kortney Amdahl \$41,336; Sam Baier \$44,213; Mathilyn Baldwin \$40,000; Heather Beltman \$43,779; Sarah Benson \$41,574; Josh Biever \$44,838; Karissa Blum \$40,484; Amy Carroll \$40,000; Josh Cleveland \$40,822; Suzannah Cleveland \$58,769; Alycia Colvin \$40,822; Susan Damm \$48,708; Kimberly DeKruif \$45,227; Laura Drietz \$45,307; Erin Duke \$40,484; Summer Du Randt \$41,000; Joshua Edlund \$49,003; Mazie Elrod \$40,560; Julia Fargen \$41,014; Kristi Fischer \$61,854; Jamie Fryslie \$44,285; Marietta Gassman \$51,080; Danielle Geigle \$47,392; Derek Genzlinger \$45,549; Julie Haggar \$41,608; Amanda Hall \$42,865; Nicole Heier \$45,014; Amber Hoffman \$44,317; Miranda Ivers \$42,333; Kelly Johanson Sarah Kaschke \$42,234; \$40,484; Gail Keating \$54,114; Nancy Kelm \$41,886; Lori Kneebone \$49,104; Matthew Knippling \$40,000; Alexis Konrad \$41,400; Karla Kopejtko \$43,687; Ann Kuper \$44,904; Robert Lack \$44,729; Kari Lena-Helling \$42,748; Natasha Luchtenburg \$43,500; Samantha Luze \$40,822; Ryan Mallinger \$40,484; Chelsea Molden \$42,656; Stephanie Nelson \$40,000; Traci Nissen \$43,249; Heidi Ode \$42,750; Melissa Opsahl \$46,006; Owen Parsley \$50,688; Emma Peters \$41,574; Laura Peters \$47,816; Brooke Pearson \$45,286; Christy Plucker \$42,849; Julie Relf \$54,320; Jennifer Rieff \$45,348; Scott Ross \$45,368; Blake Savey \$47,344; Wylie Scalise \$49,864; Megan Severtson \$45,549; Alexis Sisk \$44,748; Michael Smit \$43,494; Ashley Stenger \$40,560; Elaine Stephens \$42,656; Alaina Stoutland \$41,890; Shana Vander Grift \$46,751; Patrick Weight \$50,922; Elizabeth White \$41,275; Lori Williams \$48,187; Paula Wortham \$42,813; Alison Zephier \$42,671; Malerie Yeaton \$41,600. Thien Ho \$60,000 (10 mth); Marie Ivers \$74,206 (10.5 mth); Justin Kelm \$56,775 (10 mth); Brian Relf \$76,713 (10 mth); Brendan Streitz \$62,704 (11 mth); Stacey VanBeek \$64,266 (12 mth); Rick Weber \$106,315 (12 mth). The following are per hour wages: Georgia Adolph \$14.18 plus \$150 (longevity) plus \$3,181 (extra-curricular); Faith Andersh \$14.10; Leslie Arnold \$13.00; John Bechen \$15.51 plus \$150 (longevity) plus \$2,643 (extra-curricular); Stephen Brady \$16.01 plus \$150 (longevity); Brenda Brayman \$14.00; Christi Christianson \$13.00; Sheila Collins \$15.20 plus \$300 (longevity); Christine Despinis \$13.00; David Feske \$20.09 plus \$150 (longevity); Melissa Fletcher \$13.98 plus \$150 (longevity); Alexandria Fricke \$15.00; Konstance Fricke \$13.00; Paloma Fricke \$13.00; Rebekah Hoffman \$13.00; Denise Johnson \$15.00 plus \$300 (longevity); Carol Kiecksee \$15.20 (\$16.20/food service hrs) plus \$250 (longevity); Richard Nord \$146.25/day plus \$150 (longevity); Andrea Pederson \$13.00; Brenda Pulscher \$14.00; Gordon Pulscher \$14.00; Leandra Ryan \$13.00 plus \$150 (longevity); Deb Schliinz \$13.98 (\$14.98/food service

hrs) plus \$150 (longevity); Deb Schrecengost \$14.69 plus \$250 (longevity); Nancy Spiering \$13.00; Dawn Uilk \$14.66 plus \$300 (longevity); Brenda Whipkey \$21.21 plus \$300 (longevity). Other co-curricular: Cody Chamblin \$2,643; Joe Parsley \$2,643; Brendan Sheppard \$4,213.

Gross salary for June is as follows: Instruction \$213,737.11; Support Services \$102,285.31; Social Security \$22,868.67; Retirement \$18,507.94; Insurance \$27,320.18. Special Education Fund: Instruction \$47,493.26; Support Services \$24,794.41; Social Security \$5,237.96; Retirement \$4,308.15; Insurance \$8,917.80. Food Service Fund: Salaries \$911.53; Social Security \$55.19; Retirement \$52.92; Insurance \$705.92. Drivers Ed Fund: Salaries \$6,116.00; Social Security \$467.87; Retirement \$366.96.

07-026.21 There being no further business, motion by Johnson, seconded by Christenson to adjourn the meeting at 8:29 p.m.

Tom Stenger, President

Stacey VanBeek, Business Manager

Flandreau School District #50-3

(Published once at the total approximate cost of _____.)

SCHOOL BOARD MEETING

August 1, 2021

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in special session in the Elementary School commons at 6:00 p.m. Board members Kari Burggraff, Kevin Christenson, Brian Johnson, Kelly Kontz, and Tom Stenger were present. Tammy Lunday and Adam Wiese joined via conference call. Superintendent Rick Weber, Business Manager Stacey VanBeek, and Principals Justin Kelm and Brian Relf were also present.

The Pledge of Allegiance was recited.

08-027.21 Motion by Johnson, seconded by Christenson to approve the agenda. All voted aye.

Visitors to the meeting: Tawny Heinemann, Sandy Sheppard, Brenda Wade-Schmidt, Troy Wellman, Elizabeth White.

08-028.21 Motion by Christenson, seconded by Kontz to accept the Stay Well (Back To School) Plan as presented by the administration, starting school on August 19, 2021, in green phase. Masks are optional, use of hand sanitizer and regular hand-washing will be encouraged, parents should continue to screen students before sending them to school, all classes and lunch periods will meet as normal, anyone named a close contact will not have to quarantine if that student is symptom-free, and no vouchers will be needed to attend school events. All voted aye.

Sheriff Troy Wellman provided some information on possibly hiring an SRO through the county. The County Commission will meet again on Tuesday, August 3, 2021 to discuss further details and the board will have an update at the next regular meeting on Monday, August 9, 2021.

08-029.21 Motion by Burggraff, seconded by Johnson to waive computer fees for the 2021-2022 school year for all grade levels. All voted aye.

08-030.21 Motion by Kontz, seconded by Christenson to change the open forum procedure to include receiving all public input during the open forum portion of the meeting. Burggraff voted no, all others voted aye. Motion carried.

08-031.21 Motion by Johnson, seconded by Burggraff to cast a vote for Kelly Messmer in the SDHSAA West River At-Large Representative run-off election. All voted aye.

08-032.21 Motion by Christenson, seconded by Johnson to approve Garrett Carr as a volunteer football coach. All voted aye.

08-033.21 Motion by Kontz, seconded by Christenson to approve Sam Baier as a volunteer football coach. All voted aye.

08-034.21 Motion by Christenson, seconded by Kontz to approve Marilyn Allen as a volunteer cross country coach. All voted aye.

08-035.21 There being no further business, motion by Johnson, seconded by Kontz to adjourn the meeting at 6:37 p.m.

Tom Stenger, President

Stacey VanBeek, Business Manager

Flandreau School District #50-3

(Published once at the total approximate cost of _____.)

FLANDREAU SCHOOL DISTRICT #50-3
 FINANCIAL REPORT FOR THE MONTH
 ENDING July 31, 2021

	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:	2,055,374.83	1,539,696.16	175,044.52	399,535.60	86,584.05	191,568.83	11,919.97	511,957.48

Local Sources:

Taxes	7,915.62	9,798.11	5,585.58		1,684.42			
Interest	6.69	5.00	0.57	1.29	0.27	0.62		
Co-Curricular	513.40							
Misc	89,275.46		14,186.55					
Meals/milk						1,413.19		
Student Activities						40.00		
Transfers In/Out	-	-						46,477.71

Intermediate Sources:

County Apportionment	9,347.96							
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State Sources:

State Aid	261,671.00		34,796.00					
State Apportionment	-							
Bank Franchise Tax	-							
Impact Aid	-							
Mentor teachers	-							
State Assessed Utilities	-							
Other Grants	-							

Federal Sources:

Grants	-							
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Total Revenue:	368,730.13	9,803.11	54,568.70	1.29	1,684.69	1,453.81	-	46,477.71
Total Available:	2,424,104.96	1,549,499.27	229,613.22	399,536.89	88,268.74	193,022.64	11,919.97	558,435.19
Disbursements:	(426,857.29)	(265,739.78)	(114,497.13)	-	-	(43,467.20)	(2,360.57)	(54,919.88)
Balance on hand 7-31-21	1,997,247.67	1,283,759.49	115,116.09	399,536.89	88,268.74	149,555.44	9,559.40	503,515.31

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING JULY 31, 2021

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	3,294.60	400.00	-	2,894.60
CLASS OF 2021	224.65	-	-	224.65
CLASS OF 2022	7,261.27	-	-	7,261.27
COMMUNITY REWARDS	0.00	-	-	0.00
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	5,925.57	-	-	5,925.57
FLEX PROGRAM	14,503.84	1,891.41	1,520.03	14,132.46
FFA	12,194.39	-	-	12,194.39
FFA LAND PLOT	-	-	-	-
IMPREST	4,000.00	-	-	4,000.00
NATIONAL HONOR SOCIETY	331.97	-	130.40	462.37
PAYROLL WITHHOLDING	18,273.47	52,628.47	44,327.28	9,972.28
REVOLVING ACCOUNT	-	-	-	-
SCHOLARSHIP - BECHEN	11,127.69	-	500.00	11,627.69
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,144.39	-	-	83,144.39
SCHOLARSHIP - FULLER	6,754.80	-	-	6,754.80
SCHOLARSHIP - GENERAL	17,914.59	-	-	17,914.59
SCHOLARSHIP - JELLIFE	6,071.80	-	-	6,071.80
SCHOLARSHIP - DAKOTALAYERS	5,667.49	-	-	5,667.49
SCHOLARSHIP - LEE	206,194.40	-	-	206,194.40
SCHOLARSHIP - MASONIC	20,011.88	-	-	20,011.88
SCHOLARSHIP - RICE	6,003.61	-	-	6,003.61
SCHOLARSHIP - RUSCH	72,042.65	-	-	72,042.65
SCHOLARSHIP - WITTERN	10,281.92	-	-	10,281.92
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	-	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	732.50	-	-	732.50
TOTALS	511,957.48	54,919.88	46,477.71	503,515.31

BILL LISTING - August 9, 2021

GENERAL FUND:

Area II Supts	Dues		175.00
Ban-Koe	Services		333.00
BMO Procurement Card			
Amazon	Supplies	2,339.27	
American Airlines	Airfare	486.79	
American Piano Covers	Supplies	219.00	
ABC	Services	440.82	
Austreim	Services	2,049.50	
Badlands Trading Post	Gasoline	88.19	
Baymont	Lodging	116.18	
Booking.com	Car rental	166.38	
Boystown Press	Supplies	175.80	
Dick Blick	Supplies	1,626.40	
Easy Time Clock	Time clock software	26.00	
EMC	Insurance	75,435.00	
Eric Armin Inc	Supplies	178.82	
Essential Elements	Subscription	195.00	
Etsy	Supplies	414.50	
Flinn Scientific	Supplies	2,446.94	
Follett	Services	2,142.00	
G & R	Services	612.50	
Gopher	Supplies	483.73	
Hillyard	Supplies	340.32	
Innovative	Supplies	266.32	
JCL	Supplies	4,003.56	
Matheson	Supplies	(31.28)	
McRuffy Press	Supplies	41.23	
Medco	Supplies	3,725.20	
Music Is Elementary	Supplies	133.82	
Plank Road Publishing	Subscription	124.95	
Riddell	Services	3,550.61	
Sams	Supplies	355.44	
School Specialty	Supplies	346.68	
Supreme School Supply	Supplies	296.54	
Teacher Created Resources	Supplies	148.37	
TFD	Postage	400.00	
Tyler Lumber	Supplies	398.21	
United Laboratories	Supplies	564.63	
Vast	Services	763.22	
Verizon	Hot spot devices	2,245.33	
Wall Auto Livery	Gasoline	89.61	
Walmart	Supplies	1,498.50	
Ward's Science	Supplies	452.39	
		<hr/>	109,356.47
Booster	Advertising		100.00
City of Flandreau	Utilities		11,083.04
Cordrey, Terri	Services		500.00
Country Inn & Suites	Lodging		436.00
Dakotacare	Services		121.25
Genzlinger, Derek	Coaching class		35.00
Hand To Mind	Supplies		240.88
Hauff Mid America Sports	Supplies		370.25
Ho, Thien	Background check		43.25
Maynards	Supplies		25.29
Menards	Supplies		382.66
MidAmerican Energy	Utilities		1,331.67
Moody County Enterprise	Services		1,240.72
Music In Motion	Supplies		325.44
Plucker, Christy	Credit reimbursement		150.00
Really Good Stuff	Supplies		447.58
School Specialty	Supplies		173.29
SDACTE	Dues, registration		1,382.00
Sisk, Alexis	Background check, fingerprints		53.25
Sparkle Car Wash	Services		24.75
Sturdevants	Supplies		54.18
Williams, Lori	Coaching class		35.00
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	TOTAL GENERAL FUND		128,419.97

CAPITAL OUTLAY FUND:

BMO Procurement Card	Amazon	Supplies	3,861.08	
	BSN	Uniforms	1,625.00	
	Demco	Supplies	2,650.79	
	Field Marketing Direct	Supplies	3,549.00	
	Flinn Scientific	Equipment	587.00	
	Junior Library Guild	Library books	2,350.20	
	JW Pepper	Supplies	360.74	
	Matheson	Supplies	3,941.42	
	Northern Tool	Equipment	2,999.99	
	School Outfitters	Supplies	885.29	
	Teacher Synergy	Software	331.92	
	Worthington Direct	Supplies	3,922.49	27,064.92
Dew Online Stores		Supplies		1,014.50
Graves IT		Servers		3,000.00
Hauff Mid America Sports		Supplies		637.04
Houghton Mifflin		Supplies		530.40
McGraw Hill		Curriculum		27,052.41

TOTAL CAPITAL OUTLAY FUND 59,299.27

SPECIAL EDUCATION FUND:

Provider		Services		240.91
Bjorem		Supplies		120.50
BMO Procurement Card	Amazon	Supplies	1,426.63	
	Beam Store	Supplies	199.99	
	Lesson Pix	Subscription	36.00	
	Northern Speech Services	Supplies	447.04	
	Social Thinking	Supplies	246.85	
	Super Duper Publications	Supplies	330.89	
	Verizon	Phone services	52.21	2,739.61
Curt's Collision Center		Services		505.10
Krulls		Services		852.15
Provider		Services		33,313.50
Pearson		Supplies		57.50
Pro-Ed		Supplies		113.30
Provider		Services		0.11

TOTAL SPECIAL EDUCATION FUND 37,942.68

FOOD SERVICE FUND:

BMO Procurement Card	Amazon	Supplies	28.98	28.98
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TOTAL FOOD SERVICE FUND 28.98

Explanation

KAREN A. HAASE *NE, SD, IA, WY*
STEVE WILLIAMS *NE*
BOBBY TRUHE *NE, SD*



COADY H. PRUETT *NE, CO*
JORDAN JOHNSON *NE*
TYLER COVERDALE *SD*
SHARI RUSSELL, Paralegal

MEMORANDUM

TO: Board of Education
Superintendent Rick Weber
Principal Nichole Herzog

FROM: KSB School Law

DATE: May 27, 2021

RE: Title IX Policy and Forms

As you know, the US Department of Education has made major changes in the regulations addressing how educational institutions must respond to allegations of sex harassment under Title IX. Schools were required to adopt revised Title IX policies no later than August 14, 2020. Enclosed, please find our recommended Title IX policy for your board's consideration.

Why is it so long? Trust us, we don't like sending you 22 page-long policies any more than you like receiving them. But the new regulations are extraordinarily detailed in what must be included in your Title IX policy. We have spent a lot of time making this policy as brief and understandable as possible. This is the end product of those efforts.

What do we have to do now? As you review this policy, there are four decisions the board will have to make for the school district:

- 1) *Decide who will serve as Title IX Coordinator(s)*

If you have been to one of our Title IX sessions, you know that the new regulations will require the district to have a Title Coordinator, a Title IX Investigator, Title IX Decision-Maker, and a Title IX Appeal Officer. Of these roles, only the Title IX Coordinator is legally required to be an employee of the district. The Title IX Coordinator may serve as the investigator as well (although that may be too much of a workload for one administrator), but

Rick

Brian

Thien

Justin

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000

141 NORTH MAIN AVENUE, SUITE 504
SIOUX FALLS, SOUTH DAKOTA 57104

ATTORNEYS LICENSED IN STATES INDICATED

neither the Title IX Coordinator nor the investigator may be the same person as the decision-maker who determines responsibility at the end of the grievance process. As you will see in the policy, you are required to publish the name or title, and contact information, of your Title IX Coordinator on your website and in your handbooks. You should make sure that this person knows that he/she has been designated as your Title IX Coordinator.

2) *Decide if you want to change the burden of proof to "clear and convincing"*

NO

In section 5.7.2 on page 14 the draft policy adopts the "preponderance of the evidence" standard for Title IX investigations. The US Department of Education allows school districts the option of using a "clear and convincing" evidence standard. A preponderance of the evidence standard means that the evidence shows it is more likely than not that the accusations are true. A clear and convincing evidence standard is a higher bar of proof that requires a party to show that it is substantially more likely than not that the accusations are true. In other words, it is way harder for a school to impose consequences on a student or staff member if the district adopts the "clear and convincing" standard.

Schools are required to use the same standard for Title IX that you use for all other student discipline matters. You must also use the same standard of evidence for formal complaints against students as for formal complaints against employees, including those subject to your negotiated agreement. That means if you adopt the "clear and convincing" standard for Title IX, you'll also have to adopt it for your student code of conduct and for your negotiated agreement, which is subject to collective bargaining. We recommend against this, but if your board would like to adopt the "clear and convincing" standard, you should contact us and we will assist you in making the necessary policy revisions.

3) *Decide how many days you will allow for an appeal*

10 days

In section 5.8.1 on page 15 the policy provides that the parties to a Title IX investigation have 10 days in which to appeal the decision-maker's decision. That timeline is not set by regulation and your board can make it longer or shorter if you so desire. We recommend 10 days to remain consistent with the other timeframes in the Title IX regulations. If you change this timeline, make sure it is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure your board has adopted elsewhere in your policies. Also note that if you change the 10-day appeal timeline, you will also need to change that information on the relevant forms which are included with the policy.

- 4) *Decide if you want to make it a violation of the code of conduct to knowingly make a false statement as part of a Title IX proceeding.* *

The regulations allow you to have a policy that makes it a violation of the student code of conduct to knowingly make a false statement or knowingly submit false information during the Title IX grievance process or any other school investigation. If you would like to be able to impose consequences on individuals who intentionally make false allegations as part of a Title IX investigation, you will need to amend your student discipline policy to include that in the list of prohibited actions.

Please note that the mere fact that a respondent takes a position in the grievance process that ends up being inconsistent with the ultimate determination of responsibility will not, in and of itself, provide you a basis to impose disciplinary consequences on the respondent for intentionally making false statements as part of a Title IX proceeding. Similarly, you can't punish every complainant who makes a complaint that is ultimately found to be without merit.

What Do We Have to Do After We Adopt the Policy? After you have reviewed the policy, made the decisions above and adopted it, you cannot simply put it in your policy book and call it a day. The new regulations require you to continue to put forth a lot of effort on this policy.

1) Notice and Publication

Section 12 and 13 of the policy on page 22 sets out the notice and publication requirements that the regulations mandate. You must include this policy on your district's website, and in your staff and student handbooks. Since your handbooks for the 2020-2021 school year have already been published, we recommend that you distribute a copy of this policy to each student and staff member with a copy of the cover letter that we have included in our sample forms. Moving forward, you will have to publish this entire policy in both your student and employee handbooks each year. Additionally, you will provide notice of this policy to the following individuals:

- All families who file option enrollment applications with the district
- All individuals who apply for employment with the district
- All unions or professional organizations holding collective bargaining or professional agreements with the district (*we have included a sample cover letter for this purpose in our forms*)

2) Training

It will be obvious to anyone who looks at this policy that your administrative team will need a lot of training on how to implement it. The policy identifies the training that the district will provide beginning on page 8 in section 5.1.4. There are several sources for this training. KSB School Law offers modules of online training that staff can access on demand, and which will generate an appropriate "certification" at each level which your district can keep on file. To register for the training being offered by KSB, [click here](#). However, we are not the only source of training. Several entities have held or will be holding virtual workshops on specific dates, and other opportunities for training will be provided.

The new regulations specifically require you to train three groups of people:

a. Title IX Coordinators

The employee or employees who will serve as your Title IX Coordinator have always needed frequent training. The new regulations add several things about which Title Coordinators must be trained.

b. Title IX Investigators

Anyone who will investigate Title IX complaints on the district's behalf must receive the same training that Title IX Coordinators receive. They also must specifically be trained on the legal standards of "relevance," "privilege," and "burden of proof/burden of production." Finally, Title IX Investigators must be trained on how to write compliant Title IX investigation reports.

c. Title IX Decision-Makers

Anyone who will decide the outcome of Title IX grievances must receive the same training that Title IX Coordinators. They must have additional specific training on the legal standards of "relevance," "privilege," and "burden of proof." Finally, Title IX Decision Makers must be trained on writing Title IX decisions.

Although the regulations don't **specifically** require it, it will be impossible for your district to comply with the new regulations unless it provides training to a fourth group from your school community:

d. All staff and board members

Under the new regulations, **any employee or agent of the school district** who is aware of possible sexual harassment can create liability for the district if that staff member does not immediately report that harassment. We do not see any way to ensure that this obligation is addressed unless you train every staff member (including classified staff and community coaches) and every board member on how to identify and report sexual harassment. If your district is interested in KSB School Law's Basic Employee Training, [click here](#).

So did you put every possible item into the policy? Actually we didn't. The new regulations require colleges to allow in-person questioning of the victim and the respondent by the other party. The regulations say that this is also permitted but not required in a K-12 setting. We cannot fathom a kindergartner being cross examined by another student or parent, so we have omitted that from this policy.

Did you mention forms? Yes, we have attached a flowchart that illustrates the Title IX complaint process. At each stage of the process, we have linked to sample forms that the district can use in implementing this policy.

Other policy changes to consider? Just a couple. This may affect other non-discrimination policies that you have in other board policies. We also recommend that you review your general grievance procedure and your policies addressing discrimination claims, as some or all of those policies may need to be amended.

CONCLUSION

We know that you did not run for the board or get into school administration to read legal gobbledeygook. We have tried hard to take extremely complicated and detailed regulations and boil them down. However, you will almost certainly have questions arise about the new Title IX requirements.

As always, please feel free to contact any of us if you have questions about any of this policy or these forms. Our group e-mail address is ksb@ksbschoollaw.com.

New

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Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. Definitions. As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. **Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006 [NOTE TO BE DELETED: Update this policy number if your general complaint procedure is numbered differently from 2006].

Policy # 6755

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. General Response Not Conditioned on Formal Complaint. With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

5.1.1. Equitable Treatment. The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. Objective Evaluation. This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. Absence of Conflicts of Interest or Bias. The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. Training. The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

- 5.8.2.1. Procedural irregularity that affected the outcome of the matter;
- 5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- 5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. Informal Resolution. The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a

report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

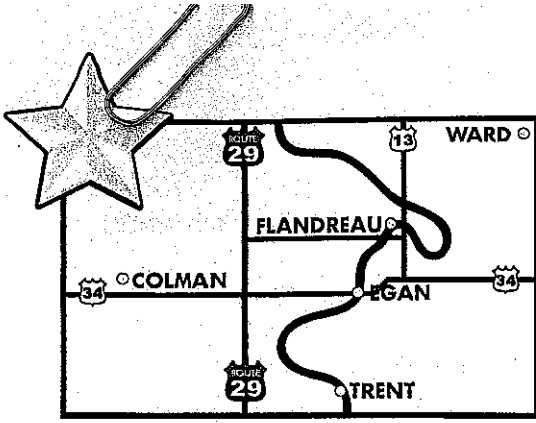
10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.



MOODY COUNTY SHERIFF

General start up cost for a new position but not all inclusive

Ballistics Vest plus carrier: \$1,000.00

Toughbook and Docking station: \$4,500

Tazer: \$2,000.00 holster \$500.00

Axon camera: Car and Body/ \$15,000.00

Uniform: \$600.00 2 long sleeve, 2 short sleeve and 2 pants

Duty Belt: \$500.00 including gear

Radio: Car \$4,000.00 Portable \$6,000.00 Extender \$2,000.00

Gun = \$500

This was put together with some hard numbers and some older numbers that were adjusted for the time since the hard numbers. Again this is a general price range of starting a brand new position. These numbers total: \$34,100 *- \$35,000*

Medical Cannabis Administration Plan

Before the administration of medical cannabis on school property or at a school-sponsored activity, at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes, the student's parent/guardian must complete and submit to the district this form, the student's registry identification card, the designated caregiver(s) card, and a written signed certification¹ by the recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.

To be completed by the parent/guardian:

Name of Qualifying Student²: _____

School: _____ Grade: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

Signature of parent or guardian

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

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

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

To be completed by the school:

I have received the following:

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

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

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

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

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

Oil/Lotion Tincture Edible Product Other: _____

Administration method to be used: _____

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

Location of administration⁵ on school property or at a school-sponsored activity:

Date: _____

Name and Signature of Nurse: _____

Name and Signature of Administrator: _____

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

Provide copies of the Administration Plan to:

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

ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Adopted: 7/20/2021

Revised:

Reviewed:

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

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

Policy JHCDE: ADMINISTRATION OF MEDICAL CANNABIS TO QUALIFYING STUDENTS

Status: ADOPTED

Original Adopted Date: 07/20/2021 | Last Reviewed Date: 07/20/2021

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

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

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

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

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

Definitions

The following definitions apply for purposes of this policy:

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

of South Dakota Department of Health for the use of medical cannabis.

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

Permissible administration of medical cannabis to a qualifying student

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

1. The qualifying student's parent/guardian provides the following to the school before the administration of medical cannabis is allowed on school property or at a school-sponsored activity and thereafter at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes:
 - a. The qualifying student's valid registry identification card from the State of South Dakota Department of Health or nonresident card with the State of South Dakota Department of Health's confirmation of registration authorizing the student to receive medical cannabis;
 - b. The completed and signed Form JHCDE-E(1)(Medical Cannabis Administration Plan);
 - c. The designated caregiver(s) card approved by the State of South Dakota Department of Health; and
 - d. Written certification dated and signed by the student's recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.
2. The qualifying student's parent/guardian provides written notice to the school within ten (10) days of any of the following:
 - a. Change in a designated caregiver;
 - b. The student ceases to have a debilitating medical condition, as that term is defined in South Dakota law; or
 - c. The registry identification card is void, expired or revoked.
3. In the event that a new registry identification card is issued, the qualifying student's parent/guardian provides the new card to the school district within ten (10) days of the issuance of the card;
4. The qualifying student's parent/guardian signs the written acknowledgement in Form JHCDE-E(1)(Medical Cannabis Administration Plan) assuming all responsibility for the provision, administration, maintenance, possession, storage and use of medical cannabis under state law, and releases the district from liability for any claim or injury that occurs pursuant to this policy;
5. The qualifying student's parent/guardian or designated caregiver shall be responsible for providing the permissible form of medical cannabis to be administered to the qualifying student, shall transport it in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and shall not at any given time possess on school property an amount of medical cannabis that exceeds the qualifying student's prescribed daily dosage;
6. The district will determine the location and the method of administration of a permissible form of medical cannabis so to not create risk of disruption to the educational environment or exposure to other students;
7. After administering the permissible form of medical cannabis to the qualifying student, the student's designated caregiver shall remove any remaining medical cannabis from the school property or school-sponsored activity;
8. The written dated and signed plan contained in Form JHCDE-E(1)(Medical Cannabis Administration Plan) is

prepared that identifies the form, designated location(s), and any protocol regarding administration of a permissible form of medical cannabis to the qualifying student.

Additional parameters

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

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

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

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

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

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

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

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

ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.

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**American Rescue Plan Elementary and Secondary School Emergency Relief Requirement for
ARP ESSER School District Plan**

Updated: 6/2/2021

The American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) Fund was established in response to the immense challenges facing students, educators, staff, schools, and districts in preparing for and responding to COVID-19. The funds are for a wide array of activities to address diverse needs arising from or exacerbated by the pandemic, or to emerge stronger post-pandemic. This includes responding to students' social, emotional, mental health, and academic needs. Because of the unprecedented, one-time funding available to districts, the South Dakota Department of Education (the department) encourages school districts to invest the funding strategically. Investments should provide sustained benefits to students and positively impact the district long-term.

The below plan must be completed by each public school district receiving funding under the ARP ESSER, developed in concert with stakeholders as detailed below and available for public comment. Districts must submit this plan to the department by Aug. 20, 2021; all funds must be obligated by Sept. 30, 2024. All funds must be liquidated by Dec. 10, 2024.

The ARP ESSER School District Plan Template is based on the U.S. Department of Education (US ED) Interim Final Rules 34 CFR Chapter II, Docket IDED-2021-OESE-0061 from April 22, 2021, the [ARP State Plan](#) issued April 21, 2021 from US ED, and US ED's [Frequently Asked Questions](#) issued May 2021.

This plan must be provided in formats accessible to parents who speak a language other than English and individuals with disabilities.

School District: Flandreau School District 50-3	Total ARP ESSER Funding Available: \$986,803
Date of School Board Plan Approval: 08/09/2021	Budgeted to Date: \$986,803
ARP ESSER School District Plan URL: flandreau.k12.sd.us	Amount Set Aside for Lost Instructional Time: \$651,603

Prevention and Mitigation Strategies

1. Describe how the funds will be used to implement prevention and mitigation strategies that are, to the greatest extent practicable, consistent with the most recent Centers for Disease Control and Prevention (CDC) guidance on reopening schools. Please insert NA if a category is not applicable to your plan.

Narrative	Approximate Budget
Overview The district will continue to stress the important of using hand sanitizer and personal protective equipment when necessary.	
Equipment and/or Supplies N/A	
Additional FTE 0.25 FTE for two years—0.5 FTE was hired during the 2020-2021 school year, part of that position will be retained under ESSER for the next two years.	\$15,000
Other Priorities Not Outlined Above N/A	
Total Approximate Budget for Mitigation Strategies	\$15,000

Academic Impact of Lost Instructional Time

2. Describe how the school district will use the funds it reserves (i.e., at least 20 percent of funding) under section 2001(e)(1) of the ARP Act to address the academic impact of lost instructional time through the implementation of evidence-based interventions (please see U.S. Department of Education’s FAQ A-10 and C-2; districts may also consult the department’s Evidence Based Practices Template found under Documents/Resources here). This can include summer learning, extended school day, comprehensive afterschool programs, or extended school year. Please insert NA if a category is not applicable to your plan.

Narrative	Approximate Budget
Overview The district will purchase curriculum and software that will improve and enhance instruction and better meet the needs of our students. We will also provide some additional staff to help combat the learning loss that has occurred and provide more one-on-one instruction to our students needing extra help whenever possible.	
Specific Evidence-Based Interventions (eg., curriculum, assessments) We will purchase/contract NWEA MAPS for assessment purposes. The school district will use data revealed in NWEA MAPS to identify areas of strengths and weaknesses. Data will be used to drive instruction and curriculum reviews to determine replacing/updating district curriculum. 2021-2024	\$44,500

RTI (Response To Intervention) -supplemental programs to enhance learning and assist with learning loss over the next three school years. \$17,000/year	\$51,000
Edgenuity licensing to assist with credit recovery and individual remote-learning needs, when they arise. This will be over three years.	\$18,000
Opportunities for Extended Learning (eg., summer school, afterschool) We offered summer school to students K-12 after the 2020-2021 school year to assist with credit recovery and lost learning. We plan to offer this program for the next three summers as well in a similar format, focusing on the areas that students need the most help in.	\$75,000
We also plan to offer after school tutoring to assist students who need that extra help to get them caught up.	\$15,000
Equipment and/or Supplies Promethean boards for rooms that do not have them yet with the most up-to-date operating system so as to implement learning software and be used as collaboration tools between staff and students.	\$56,000
Additional FTE 2.0 FTE ELL paraprofessionals x three years-- Additional paraprofessionals will be utilized in both the regular classrooms and in the ELL classrooms to provide more one-on-one instruction and additional help to assist with learning loss.	\$139,200
1.0 FTE additional ELL instructor x two years-- Additional ELL teacher to allow for more individual instruction for our ELL learners who struggled even more with learning loss because of the language barriers. 2021-2022 covered under ESSER II, so this would be for 2022-2023 and 2023-2024.	\$109,000
1.0 FTE additional colony instructor x two years-- Divide up the colony school into smaller groups by adding a teacher for the 2022-2023 and 2023-2024 school year (2021-2022 covered under ESSER II).	\$109,000
1.0 FTE Title VI paraprofessional—Additional paraprofessionals will be utilized to help students who may be at risk from extended remote learning situations and to help them catch up to grade level work.	\$34,903
Other Priorities Not Outlined Above N/A	
Total Approximate Budget for Academic Impact of Lost Instructional Time	\$651,603

Investments Aligned with Student Needs

- Describe how the school district will ensure that the interventions it implements described in question 2 above will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students disproportionately impacted by the

COVID-19 pandemic. This should include specific language around each of the below groups. Discuss each category by elementary, middle, and high school, if appropriate.*

Population	Academic	Social, Emotional, and Mental Health
All students	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>
Students from low income families	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>
Students of color	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>

	<p>variety of evidence-based strategies allowing teachers to reach students at different levels.</p>	
English learners	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>
Children with disabilities	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>
Students experiencing homelessness	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based 	<p>The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.</p>

	strategies allowing teachers to reach students at different levels.	
Children in foster care	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.
Migratory students	<p>The School District will implement strategies designed to engage and/or re-engage these students and provide strong instruction for academic attainment for all students based on their individual needs. These strategies include:</p> <ul style="list-style-type: none"> • NWEA Assessments given three times each year to determine specific areas of learning loss. • Curriculum, technology, and software updates to provide a variety of evidence-based strategies allowing teachers to reach students at different levels. 	The School District will seek professional development opportunities for all staff that is focused on behavioral management programs as well as services for students who face mental health challenges and need counseling.

**If a population is not traditionally and was not present during the 2020-21 school year, the district may include a statement on how it will address the needs of such students should that population be present in the 2021-22, 2022-23 or 2023-24 school years.*

Investments in Other Allowed Activities

4. Describe how the school district will spend its remaining allocation consistent with section 2001(e)(2) of the ARP Act (see here for remaining allowable uses of funds). Please insert NA if a category is not applicable to your plan.

Narrative	Approximate Budget
<p>Overview We will plan to provide staff with professional development opportunities related to our testing assessments and the use of testing data in order to better identify strengths/weaknesses. This is an allowable use described under addressing learning loss among students through assessments to accurately assess students' academic progress and assist educators in meeting students' academic needs.</p>	
<p>Academic Supports We would like to switch over to an online registration system to allow parents to complete some of the paperwork from home and not have to come into the building so often—this will encourage social distancing.</p> <p>Add some part-time technology help in our tech center to assist with the rising technology needs due to increased use of technology devices and greater demands of software and hardware throughout the school.</p> <p>1.0 FTE kindergarten teacher—we hope to keep our classes smaller to help with social distancing and to help provide a stronger learning base being able to provide instruction in smaller groups. 2021-2022 covered under ESSER II, so this would be for 2022-2023 and 2023-2024.</p>	<p>\$5,000</p> <p>\$30,000</p> <p>\$109,000</p>
<p>Educator Professional Development We will continue to provide staff with professional development training on use of testing data to identify strengths/weaknesses.</p> <p>Paraprofessional online trainings to help them better meet the needs of our students.</p>	<p>\$15,000</p> <p>\$700</p>
<p>Interventions that Address Student Well-Being We will add a social worker position starting in 2021-2022 to assist with students' overall well-being, as we have seen an increase in anxiety and depression due the effects of the pandemic. We plan to sustain this position over three years.</p>	<p>\$160,500</p>
<p>Strategies to Address Workforce Challenges N/A</p>	
<p>Other Priorities Not Outlined Above N/A</p>	
<p>Total Approximate Budget for Investments in Other Allowed Activities</p>	<p>\$320,200</p>

5. If the school district proposes to use any portion of ARP ESSER funds for renovation, air quality, and/or construction projects, describe those projects below. Each project should be

addressed separately. (Districts may add boxes as needed). Please insert NA if this category is not applicable to your plan.

Please also note that these projects are subject to the department's prior approval. For further guidance, see [U.S. Department of Education's FAQs B-6, B-7, B-8 and C-27.](#)

Narrative	Approximate Budget
Overview N/A	
Project #1 N/A	
Project #2 N/A	
Total Approximate Budget for Renovation, Air Quality, and/or Construction	\$0

6. Before considering construction activities as part of the district's response to COVID-19 and as a component to emerging stronger post-pandemic, describe how and with which funding sources the district will support other essential student needs or initiatives.

Narrative	Approximate Budget
Overview N/A	

Engaging Students at Risk

7. Describe how the school district will use ARP ESSER funds to identify, reengage, and support students most likely to have experienced the impact of lost instructional time, including, but not limited to:
 - a. Students who have missed the most in-person instruction in the 2019-20 and 2020-21 school years
 - b. Students who did not participate or participated inconsistently in remote instruction
 - c. Students most at risk of dropping out of school.

Please note if these strategies represent a continuation from either ESSER I or ESSER II funding.

Narrative
Overview To the extent possible students will remain in small cohorts and participate in extended learning and enrichment programs. Transportation will be provided as necessary.

<p>Missed Most In-Person Extended learning time – summer school, afterschool Enrichment programs</p>
<p>Did Not Participate in Remote Instruction In-person instruction</p>
<p>At Risk for Dropping Out Credit recovery through Edgenuity, Saturday School and after school tutoring help. New social worker position to help students work through challenges they may be facing.</p>

Stakeholder Consultation:

8. Describe how the school district did and will continue to engage in meaningful consultation with stakeholders around the planned use of ARP ESSER funds.

Narrative
<p>Overview, including the three highest priority needs that emerged from consultation After engaging in meaningful conversation about meeting student needs stemming from the pandemic and its aftermath, the following needs were identified:</p> <ul style="list-style-type: none"> • Safe return to in-person and high-quality instruction • Social, emotional, and mental health of students and staff • Communicating and updating parents, students, and other stakeholders as conditions change
<p>Students The district examined NWEA MAPS Assessment Data, Attendance, and Behavioral Reports.</p>
<p>Families Families were invited to participate in meetings regarding the needs and proposed uses of ARP funds.</p>
<p>School and district administrators (including special education administrators) In addition to examining student data, school and district administrators met frequently to discuss what other priorities the district may have due to the Covid-19 pandemic. Administrators became versed in the allowable uses of funds.</p>
<p>Teachers, principals, school leaders, other educators, school staff, and their unions Building level meetings were held with the principal, teachers, and school staff to determine evidence-based strategies that would best meet the needs of all students.</p>
<p>Tribes (for affected LEAs under Section 8538 of the ESEA; see here for more detail) Representatives from tribal health and the tribal education office were involved in the committee work for the ESSER III (ARP) planning.</p>

<p>Civil rights organizations (including disability rights organizations), as applicable N/A</p>
<p>Stakeholders representing the interests of: children with disabilities, English learners, children experiencing homelessness, children and youth in foster care, migratory students, children who are incarcerated, and other underserved students Stakeholders were invited to participate in meetings (including school board meetings) regarding the needs and proposed uses of ARP funds.</p>
<p>The public The public was invited to participate in meetings (including school board meetings) regarding the needs and proposed uses of ARP funds.</p>

District Assurance of Regular Review

The South Dakota Department of Education will collect assurances from superintendents that ARP ESSER Plans have been reviewed, available for public comment, and amended if necessary at these points during the school year:

- December 2021 (in conjunction with December Child Count)
- June 2022 (in conjunction with Year-End Sign-off)
- December 2022 (in conjunction with December Child Count)
- June 2023 (in conjunction with Year-End Sign-off)

To facilitate transparency, the department will post the link to each school district’s plan on its website. It will be the responsibility of the district to ensure its link remains valid.