

**Tentative Agenda**

Monday, October 11, 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. SRO.
- VII. NEW BUSINESS
  - a. Open Enrollment Policy -- 1<sup>st</sup> reading.
  - b. Stipends.
  - c. Resignation.
  - d. Executive Session according to SDCL 1-25-2 (1).
  - e. Discussion and approval of any action deemed necessary from executive session.
  - f. New hires.
  - g. 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.



## Executive Committee

September 2021

President  
**Eric Stroeder**

First Vice President  
**Lisa Snedeker**

Second Vice President  
**Louann Krogman**

Immediate Past President

ASBSD Executive Director  
**Dr. Wade Pogany**

Tom Stenger, President  
Flandreau School District  
600 West Community Drive  
Flandreau, SD 57028-1098

## Directors

Central Region  
**Pamela Haukaas**  
Colome Consolidated

**Steve Kubik**  
Winner

**Eric Stroeder**  
Mobridge-Pollock

**Louann Krogman**  
White River

Northeast Region  
**Duane Alm**  
Aberdeen

**Shane Roth**  
DeSmet

**Jamie Lindner**  
Waverly-South Shore

**Garret Bischoff**  
Huron

Southeast Region  
**Tom Farrell**  
Madison Central

**Ellie Saxer**  
Brandon Valley

**Julie Schwader**  
Howard

**Nan Baker**  
Sioux Falls

**Lisa Snedeker**  
Woonsocket

Western Region  
**Tanya Gray**  
Douglas

**Susan Humiston**  
Edgemont

**Anita Peterson**  
Haakon

Rapid City

**Angela Ross**  
Hill City

Dear Tom:

Congratulations to your district's school board for earning an ALL Award, which is ASBSD's Board Recognition Program designed to recognize school boards for their dedicated service to the students of South Dakota, for the 2020-21 school year.

In a school year unlike any other in terms of challenges and tough decisions local school boards faced, we want to recognize the time, effort, commitment and leadership put forth by your board members.

Thank you for all you and your board did throughout the 2020-21 school year and in the years to come.

Enclosed with this letter you will find your board's ALL plaque, which you've earned for your dedicated participation in activities, board development and training and demonstrated leadership at various areas and levels throughout the 2020-21 school year.

We would appreciate it if you would present the ALL award to your school board at your next school board meeting and, if possible, please forward a picture of the school board with their award to Tyler Pickner at [tpickner@asbsd.org](mailto:tpickner@asbsd.org).

For more information about the ALL program and ways your board can collect ALL points during the current school year go to:  
<https://asbsd.org/index.php/services/board-training/board-recognition-program-all/>.

Again, congratulations to your school board for utilizing the previous school year to broaden their knowledge of school board work, which will undoubtedly benefit the students, staff and community, and thank you for all you do for public education in South Dakota.

Sincerely,

Wade Pogany, Ed. D  
Executive Director

Enclosure

**PO Box 1059 • Pierre, South Dakota 57501**



Navigate to...

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Board Recognition Program – ALL

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## ASBSD Board Recognition Program – ALL

The ASBSD Board Recognition Program is designed to recognize school boards for their dedicated and ethical service to the students of South Dakota. This program will recognize board members' participation in outside activities, board development and training, and demonstrated leadership at various areas and levels.

### How does the recognition program work?

By participating in ASBSD activities, training opportunities and demonstrating leadership at the local, state and national level, board members accumulate points to achieve awards. For each level of award, **Gold**, **Silver**, and **Bronze**, point totals are counted in three separate categories. In order to qualify for any board award, some points must be earned in all three categories.

Points are totaled throughout the fiscal year (July 1-June), but GAVEL Training counts for a total of three years (past, present and future) under Learning Opportunities.

*Download a PDF version of the ALL program description [here](#).*

**ALL: ACT, LEARN, LEAD**

**ACT:** Activities in this category demonstrate participation at various board functions. Examples would include attending Annual Convention, Delegate Assembly or the NSBA national convention. This category is measured, and points are assigned, as to the functions a board member has attended.

- ASBSD-SASD Annual Convention 20 pts.
- Attend a Legislative Cracker Barrel or Forum 10 pts.
- Delegate Assembly 25 pts.
- NSBA National Convention 20 pts.
- Presenter @ ASBSD-SASD Annual Convention 20 pts.
- Presenter @ NSBA National Convention 20 pts.

**LEARN:** Activities in this category center around board member training opportunities board members have attended and completed. Examples would include attending face to face training sessions for board specific workshops or participating in ASBSD regional events, webinars or online courses. Points are assigned based on the learning opportunity and participation.

- GAVEL Workshops (face-to-face)
- School Board Governance 40 pts.
- Fiscal Responsibility 40 pts.
- Strategic Planning 40 pts.
- Collective Bargaining Webinar 30 pts.
- LAN Update Webinar 20 pts.
- School Law Webinar 20 pts.
- New School Board Member Workshop 40 pts.
- New School Board Member SBU Course 40 pts.
- Other Training Opportunities not listed 20 pts.
- School Board U Sundays webinar 20 pts.
- Wednesdays with Wade meeting/webinar 20 pts.

**LEAD:**

Activities in this category focus on leadership events or activities where board members take on a leadership role or participate in leadership training. Examples would include serving as state board officer, attending the President's Workshop, or representing your District at ASBSD's Delegate Assembly. Points are assigned based upon the position or role held and activity participation.

- ASBSD Board Director 50 pts.
- ASBSD Board Officer – President 50 pts.
- ASBSD Board Officer – Past President 50 pts.
- ASBSD Board Officer – 2nd VP 25 pts.
- ASBSD Board Officer – 1st VP 25 pts.
- ASBPT Protective Trust Board Member 50 pts.
- ASBSD Board Engagement webinar 20 pts.
- Delegate Assembly appointee 25 pts.
- LAN Member appointee 25 pts.
- School Board President Workshop 40 pts.
- School Board President SBU Course 40 pts.
- State Education Panel Member 50 pts.

## Board Scoring

Total all categories (ACT, LEARN, LEAD) for a cumulative score of the board using all board members points earned. The cumulative score must have some points in each category by any Board member to be eligible for an award.

Gold Level School Board

500 cumulative point total

Silver Level School Board

350 cumulative point total

**Bronze Level School Board**

250 cumulative point total

*Download a PDF version of the ALL program description here.*

**Scoring Example**

In the course of a fiscal year (July 1-June 30), your school board had three members attend the ASBSD-SASD Annual Convention, and you had a board member attend ASBSD Delegate Assembly, your Board would earn 85 points in the ACT category.

In the same year, your Board (7 members) had GAVEL Training (School Board Governance) in your District on-site, three other Board members participate in a Wednesdays with Wade meeting, one attend a New School Board Member Workshop and one take part in a School Law Webinar. Your Board would earn 400 points in the LEARN category.

Also, in that school year, your Board appointed a Delegate and a LAN member (Legislative Action Network). Your Board would earn 50 points in the LEAD category.

**ACT – 85**

**LEARN – 400**

**LEAD – 50**

**Total: 535 points = Gold Level Board**

**2020-21 ALL Award Earners:**

**Gold member school boards:** Deuel, Howard, Hill City, Eagle Butte, Todd County, Edgemont, Meade, Flandreau, Douglas, Gregory, Madison Central, McLaughlin, Faulkton Area, Rutland, Custer, Wessington Springs, Deubrook Area, Hot Springs, Newell, Harrisburg, Clark, Miller, Lemmon, Northwestern Area, Andes Central, Elk Point-Jefferson, Haakon, Aberdeen, Florence, Kimball, Yankton, Sioux Falls, De Smet.

**Silver level school boards:** Brookings, Montrose, Oldham-Ramona, Piatte-Geddes, Colome Consolidated, Wagner Community, Estelline, White River, Bon Homme, Belle Fourche, Dell Rapids, Menno, Spearfish, West Central, Parkston, Sisseton, Herreid, Langford Area, Mobridge-Pollock, New Underwood, Wall, Lead-Deadwood, McCook Central, Alcester-Hudson and Willow Lake.

**Bronze earning school boards include:** Rapid City, Arlington, Highmore-Harold, Vermillion, Garretson, Scotland, Waverly, Bison, Castlewood, Dakota Valley, Henry, Frederick Area, Wilmot, Gettysburg, Beresford, Rosholt, Baltic, Leola and Marion.

If you would like to know how many ALL points your board has earned thus far or what opportunities are available to earn ALL points, contact Tyler at [tpickner@asbsd.org](mailto:tpickner@asbsd.org).

## SCHOOL BOARD MEETING

September 13, 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, Brian Johnson, Kelly Kontz, Tammy Lunday, and Adam Wiese were present. Tom Stenger was absent. Superintendent Rick Weber, Business Manager Stacey VanBeek, and Principals Thien Ho, Justin Kelm, and Brian Relf were also present.

The Pledge of Allegiance was recited.

09-052.21 Motion by Johnson, seconded by Lunday to approve the agenda. All voted aye.

Open forum:

Angela Klein spoke on behalf of a group of parents who expressed their concern over beliefs that some opinions are silenced while others are not.

Cynthia Johanson shared her opinion on the pride flag and gender diversity.

Kevin Burshiem spoke about a sense of belonging and safety in the school.

Allison Ramsdell spoke on creating a safe environment for all at school and the diversity amongst students.

John Shaeffer gave some examples of the history of equality in education and laws regarding school issues.

Zach Zephier gave thanks to the teachers and administration for creating a welcome environment.

Marilyn Allen spoke encouraging more discussion in the schools on diverse and sometimes uncomfortable topics and being able to see both sides of issues.

Helena Thompson encouraged all to get an education and would like to see more diversity present.

Visitors to the meeting: Marilyn Allen, Cody Amdahl, Kortney Amdahl, Leanne Amdahl, Leslie Arnold, Matty Baldwin, Brittany Bennett, Dustin Beaulieu, Karissa Blum, Jennifer Bruning-Stone, Keva Burshiem, Kevin Burshiem, Allison Claflin, Caleb Dietrich, Todd Dietrich, Kendra Eng, Kathie Erdman-Becker, Jamie Frysle, Marietta Gassman, Elisabetta Giomo-James, Nisha Hagen, Allison Hamilton, Darren Hamilton, Tom Hansen, Kim Hanson, Nicole Heier, Jason Heinemann, Kathy Heinemann, Pat Heinemann, Tracey Heinemann, Jessica Hovland, Kenton James, Cynthia Johanson, Sarah Kaschke, Jonathan Kelley, Letishia Kelley, Angela Klein, Brian

Klein, Matt Knippling, Tim Lease, Ben LeBrun, Brenna LeBrun, Kari Lena-Helling, Brittany Ho, Natasha Luchtenburg, Chelsea Molden, Stephanie Nelson, Amy Olinger, Owen Parsley, Serena Pederson, Heather Peper, Leona Perry, Laura Peters, Emily Pieper, Allison Ramsdell, Kelley Ramsdell, Blake Savey, Wylie Scalise, Dusty Schoeberl, Beau Severtson, Megan Severtson, John Shaeffer, Sandra Sheppard, Alexis Sisk, Brendan Streitz, Jason Taylor, Helena Thompson, Kayla Ullom, Shana Vander Grift, Troy Wellman, Brenda Whipkey, Elizabeth White, Kathryn Wiese, Hailey Williams, Lori Williams, Malerie Yeaton, Alison Zephier, Zach Zephier, and others.

Superintendent's and principals' reports were given.

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

An update on the Stay Well plan was given.

09-053.21 Motion by Johnson, seconded by Kontz to continue to operate in the green phase at this time. All voted aye.

09-054.21 Motion by Kontz, seconded by Burggraff to approve the consent agenda consisting of minutes for the regular meeting on August 9, 2021; the financial reports as of August 31, 2021; the bills in the amount of \$117,220.80 be allowed from General Fund; \$183,762.36 be allowed from Capital Outlay Fund; \$45,700.57 be allowed from Special Education Fund; \$19,917.92 be allowed from Food Service Fund. All voted aye.

09-055-21 Motion by Kontz, seconded by Burggraff to enter into an agreement with Moody County on a school resource officer, with the school paying for approximately 75 percent of the start-up costs and salary. All voted aye.

09-056.21 Motion by Johnson, seconded by Wiese to contribute \$5,000 toward the Power Up program at the Boys and Girls Club. All voted aye, Burggraff abstained.

09-057.21 Motion by Burggraff, seconded by Wiese to approve the open enrollment applications as presented. All voted aye.

09-058-21 Motion by Kontz, seconded by Johnson to approve the Memorandum of Agreement with SDSU involving student teachers. All voted aye.

09-059-21 Motion by Burggraff, seconded by Kontz to approve the supplemental budget as follows: General Fund: Means of Finance—Cash applied \$6,187, Expenditures #2410 Principals' Office \$6,187. All voted aye.

09-060.21 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 7:04 p.m. All matters having been considered, Vice President Christenson declared the executive session over. The Board resumed in open session at 8:02 p.m.

09-061.21 Motion by Johnson, seconded by Lunday to approve the contract of Barb Nord, special education driver at \$40/day and elementary paraprofessional at \$13.00/hour. All voted aye.

09-062.21 Motion by Burggraff, seconded by Kontz to approve the contract of Kay Arens, paraprofessional, at \$13.00/hour. All voted aye.

09-061.21 Motion by Burggraff, seconded by Kontz to approve the contract of Esther Ambriz, paraprofessional, at \$13.20/hour. All voted aye.

Gross salary for August is as follows: Instruction \$252,398.52; Support Services \$73,520.24; Social Security \$23,845.99; Retirement \$19,529.68; Insurance \$32,871.43. Special Education Fund: Instruction \$41,133.95; Support Services \$18,335.62; Social Security \$2,005.44;



Retirement \$7,128.03; Insurance \$4,261.69. Food Service Fund: Support Services 186.00; Social Security \$14.22; Retirement \$11.16.

09-062.21 There being no further business, motion by Burggraff, seconded by Kontz to adjourn the meeting at 8:03 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 September 30, 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:	1,777,135.54	1,222,459.24	45,304.88	399,538.55	88,878.62	154,392.79	9,377.55	493,587.05

**Local Sources:**

Taxes	7,653.71	9,854.79	5,628.80		1,690.50			
Interest	31.28	21.44	0.77	6.98	1.56	2.71		
Co-Curricular	4,594.25							
Misc	5,097.28			5,958.91				
Meals/milk						8.69		
Student Activities						7,817.92		
Transfers In/Out	-	-						70,094.99

**Intermediate Sources:**

County Apportionment	10,685.31							
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**State Sources:**

State Aid	-							
State Apportionment	-							
Bank Franchise Tax	-							
Impact Aid	-							
Mentor teachers	-							
State Assessed Utilities	-							
Other Grants	83,539.55	41,589.00	36,452.00					

**Federal Sources:**

Grants	-							25,076.43
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Total Revenue:	111,601.38	51,465.23	48,040.48	6.98	1,692.06	32,905.75	-	70,094.99
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Total Available:	1,888,736.92	1,273,924.47	93,345.36	399,545.53	90,570.68	187,298.54	9,377.55	563,682.04
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Disbursements:	(508,997.75)	(183,762.36)	(147,558.64)	-	-	(23,274.02)	-	(70,560.81)
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Balance on hand 9-30-21	1,379,739.17	1,090,162.11	(54,213.28)	399,545.53	90,570.68	164,024.52	9,377.55	493,121.23
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TRUST AND AGENCY FUND  
FINANCIAL REPORT  
MONTH ENDING SEPTEMBER 30, 2021

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,894.60	-	-	2,894.60
CLASS OF 2021	224.65	-	-	224.65
CLASS OF 2022	7,261.27	-	-	7,261.27
CLASS OF 2023	2,382.34	3,135.39	5,680.60	4,927.55
COMMUNITY REWARDS	0.00	-	-	0.00
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	6,477.57	684.38	-	5,793.19
FLEX PROGRAM	14,596.52	3,215.16	3,575.85	14,957.21
FFA	10,864.81	3,511.42	1,891.32	9,244.71
FFA LAND PLOT	-	-	-	-
IMPREST	1,779.40	3,081.20	2,220.60	918.80
NATIONAL HONOR SOCIETY	492.37	-	250.00	742.37
PAYROLL WITHHOLDING	7,396.80	56,933.26	53,877.62	4,341.16
REVOLVING ACCOUNT	-	-	-	-
SCHOLARSHIP - BECHEN	11,127.69	-	-	11,127.69
SCHOLARSHIP - EVANS	-	-	2,000.00	2,000.00
SCHOLARSHIP - FFA LAND	83,144.39	-	-	83,144.39
SCHOLARSHIP - FULLER	6,754.80	-	-	6,754.80
SCHOLARSHIP - GENERAL	16,693.91	-	-	16,693.91
SCHOLARSHIP - JELLIFE	6,071.17	-	-	6,071.17
SCHOLARSHIP - DAKOTALAYERS	5,667.49	-	-	5,667.49
SCHOLARSHIP - LEE	204,694.40	-	-	204,694.40
SCHOLARSHIP - MASONIC	20,010.30	-	-	20,010.30
SCHOLARSHIP - RICE	6,002.98	-	-	6,002.98
SCHOLARSHIP - RUSCH	72,035.17	-	-	72,035.17
SCHOLARSHIP - WITTERN	6,281.92	-	-	6,281.92
SCHOLARSHIP - HURSEY	(500.00)	-	500.00	-
SCHOLARSHIP - JONES	500.00	-	-	500.00
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	732.50	-	99.00	831.50
<b>TOTALS</b>	<b>503,515.31</b>	<b>70,560.81</b>	<b>70,094.99</b>	<b>493,121.23</b>

BILL LISTING - October 11, 2021

GENERAL FUND:

Ahlers Automotive	Services	57.90	
Arrowwood	Lodging	203.90	
BMO Procurement Card			
Amazon	Supplies	239.21	
Austreim	Services	180.00	
Blue Jays	Supplies	140.00	
Brookings Register	Subscription	188.00	
Buhls	Services	326.57	
Dick Blick	Supplies	32.12	
Easy Time Clock	Time clock software	31.00	
Ekern	Supplies, services	1,330.22	
4Imprint	Supplies	1,657.78	
G & R	Services	2,860.66	
JCL	Supplies	2,558.77	
JW Pepper	Supplies	528.94	
Ma's Little Red Barn	Memorial	70.12	
Medco	Supplies	48.86	
Office Peeps	Services	1,956.55	
Pump n Pak	Gasoline	36.00	
Really Good Stuff	Supplies	149.97	
Sams	Supplies	49.72	
School Specialty	Supplies	60.70	
SCUTA	Subscription	175.50	
SDSCA	Registration	120.00	
Swiftel	Services	2,030.46	
Tyler Lumber	Supplies	146.15	
Vast	Services	763.83	
Verizon	Hot spot devices, services	2,193.01	
Walmart	Supplies	197.05	18,071.19
Booster	Advertising		100.00
City of Flandreau	Utilities		19,580.58
Dakotacare	Services		276.10
Demco	Supplies		309.02
Eikmeier, Kathy	Background check		43.25
Eng Services	Services		1,780.00
Flandreau Bakery	Supplies		55.41
Fryslie, Jamie	Supplies		5.88
Graves IT Solutions	Services		50.00
Harlow's School Bus Service	Services		36,194.15
Harves Sport Shop	Supplies		2,393.52
Hauff Mid America Sports	Supplies		652.80
Hillyard	Supplies		267.29
King Insurance	Premiums		563.00
Lack, Robert	NFHS courses		70.00
Lincoln Electric	Supplies		745.09
Macksteel Warehouse	Supplies		537.30
Mason, Aaron	Background check		43.25
Matheson	Supplies		1,397.54
Maynards	Supplies		129.97
MidAmerican Energy	Utilities		1,565.37
Napa	Supplies		72.10
NHD in SD	Membership		35.00
Office Peeps	Supplies		100.70
Patriot Electric	Services		418.95
Petty Cash	Postage		56.30
Popplers	Supplies		50.00
RAA Certification	Services		135.00
School Arts	Subscription		19.95
Sherwin Williams	Supplies		873.60
South Dakota DLR	Reemployment		178.00
South Dakota Supts	Registration		185.00
Sparkle	Services		10.00
Trust and Agency-Imprest			
Lakes Bar & Grill	BEC meal	124.00	
BMO	Membership	5.72	
Garretson School	XC entry fee	75.00	
Effling, Ross	FB official	125.00	
Johnson, Troy	FB official	125.00	
Milbank HS	XC entry fee	40.00	
Runia, Dan	FB official	125.00	

Schmig, Paul	FB official	125.00	
Schutt, Elizabeth	VB official	150.40	
Van Heerde, Steve	FB official	167.84	
Yesth, Nicole	VB official	100.00	
Beste, Dave	VB official	125.20	
Grantham, David	VB official	142.00	
Huron School Dist	XC entry fee	75.00	
Tiospa Zina Tribal School	Golf entry fee	40.00	
USD-Dept of Music	All State chorus	60.00	
Dell Rapids School Dist	XC entry fee	75.00	
Deuel School Dist	XC entry fee	45.00	
Duffy, Gary	VB official	142.00	
Duffy, Terry	VB official x 2	100.00	
Sioux Valley School Dist	XC entry fee	75.00	
Sisseton School	Golf entry fee	40.00	
Watertown School Dist	Golf entry fee	40.00	2,122.16
VanBeek, Stacey	Meal reimbursement		48.00
Zoobean	Subscription		2,070.00
	<b>TOTAL GENERAL FUND</b>		<b>91,467.27</b>

**CAPITAL OUTLAY FUND:**

Apple	Equipment		5,880.00
Band Shoppe	Uniforms		17,151.00
BMO Procurement Card			
Amazon	Supplies	907.75	
Bound To Stay Bound	Library books	2,388.11	
Brower Timing	Equipment	1,186.00	
Follett	Library books	243.12	
G&R	Lighting equipment	10,382.67	
School Specialty	Supplies	2,633.07	
Teacher Synergy	Software	165.13	17,905.85
Cengage Learning	Software		280.00
Graves IT Solutions	Services		299.00
McGraw Hill	Curriculum		84,360.67
Pearson	RTI		1,072.50
Phono-Graphix	RTI		417.74
Riddell	Equipment		1,154.73
School Specialty	Supplies		1,720.88
Sergeant Laboratories	Software		8,350.72
Winsor Learning	RTI		3,009.00
	<b>TOTAL CAPITAL OUTLAY FUND</b>		<b>141,602.09</b>

**SPECIAL EDUCATION FUND:**

Ark Therapeutic	Supplies		63.88
BHSSC	Services		700.00
BMO Procurement Card			
CASE	Registration	75.00	
Casey's	Gasoline	85.30	
EventBrite	Registration	250.00	
Really Good Stuff	Supplies	13.99	
Sam's	Supplies	24.44	
Screencast	Subscription	19.80	
Verizon	Services	104.33	572.86
Goodcare	Services		7,844.33
Provider	Services		
Prairie Lakes Coop	Services		8,421.84
Trust and Agency-Imprest			
Goodcare	Services	959.04	959.04
	<b>TOTAL SPECIAL EDUCATION FUND</b>		<b>18,561.95</b>

**FOOD SERVICE FUND:**

Allen, Bruce	Meal account refund		276.85
Otto, Nick	Meal account refund		25.80
	<b>TOTAL FOOD SERVICE FUND</b>		<b>302.65</b>

September-21

Flandreau Public School

Harlow's Bus Services

Total General Transportation	\$ 25,991.11
Total Field Trips & Sports Activities	\$ 5,514.50
PPE/Sanitization	\$ 967.68
Total Intown School Bus Trips	\$ -
Total Driver Down Time	\$ 1,756.38
Fuel Surcharge	\$ 1,964.48
<b>Total Monthly Invoice</b>	<b>\$ 36,194.15</b>

General Transportation	Daily Miles	Annual Rate	1 of 9 Monthly Pmts
Total General Transportation	320	\$233,920.00	\$ 25,991.11

Date	Description	Bus #	Miles	Rate	Total	Wait Hours	Rate	Total	Total
9/2/21	Tri Valley	3	84	\$ 2.69	\$ 225.96	4.00	\$ 16.04	\$ 64.16	\$ 290.12
9/7/21	White- VB	3	80	\$ 2.69	\$ 215.20	5.00	\$ 16.04	\$ 80.20	\$ 295.40
9/7/21	White- JHVB	5	78	\$ 2.69	\$ 209.82	4.00	\$ 16.04	\$ 64.16	\$ 273.98
9/7/21	Garretson-XC	11	65	\$ 2.69	\$ 174.85	4.50	\$ 16.04	\$ 72.18	\$ 247.03
9/9/21	Garretson-VB	5	62	\$ 2.69	\$ 166.78	5.00	\$ 16.04	\$ 80.20	\$ 246.98
9/10/21	Baltic-FB	3	66	\$ 2.69	\$ 177.54	6.00	\$ 16.04	\$ 96.24	\$ 273.78
9/11/21	Milbank-XC	11	219	\$ 2.69	\$ 589.11	6.00	\$ 16.04	\$ 96.24	\$ 685.35
9/11/21	Montrose-VB	3	124	\$ 2.69	\$ 333.56	4.00	\$ 16.04	\$ 64.16	\$ 397.72
9/13/21	Lake Regions-XC CANCELLED			\$ 2.69	\$ -		\$ 16.04	\$ -	\$ -
9/13/21	Madison-JHVB	3	68	\$ 2.69	\$ 182.92	4.00	\$ 16.04	\$ 64.16	\$ 247.08
9/14/21	Garretson-JHVB	5	64	\$ 2.69	\$ 172.16	3.00	\$ 16.04	\$ 48.12	\$ 220.28
9/14/21	Garretson-VB	3	64	\$ 2.69	\$ 172.16	5.00	\$ 16.04	\$ 80.20	\$ 252.36
9/17/21	Bridgewater-FB	11	170	\$ 2.69	\$ 457.30	6.00	\$ 16.04	\$ 96.24	\$ 553.54
9/18/21	Lake Preston-VB	5	122	\$ 2.69	\$ 328.18	7.00	\$ 16.04	\$ 112.28	\$ 440.46
9/20/21	Clear Lake- XC	11	121	\$ 2.69	\$ 325.49	5.00	\$ 16.04	\$ 80.20	\$ 405.69
9/21/21	Montrose- VB	11	122	\$ 2.69	\$ 328.18	6.00	\$ 16.04	\$ 96.24	\$ 424.42
9/22/21	Dell Rapids-XC	11	60	\$ 2.69	\$ 161.40	5.00	\$ 16.04	\$ 80.20	\$ 241.60
9/25/21	Madison- Band	11	66	\$ 2.69	\$ 177.54	6.00	\$ 16.04	\$ 96.24	\$ 273.78
9/25/21	Madison- Band	2	66	\$ 2.69	\$ 177.54	6.00	\$ 16.04	\$ 96.24	\$ 273.78
9/28/21	Volga-XC	1	72	\$ 2.69	\$ 193.68	5.00	\$ 16.04	\$ 80.20	\$ 273.88
9/28/21	Clear Lake- JH FB	3	132	\$ 2.69	\$ 355.08	4.00	\$ 16.04	\$ 64.16	\$ 419.24
9/30/21	Volga- VB	3	73	\$ 2.69	\$ 196.37	5.00	\$ 16.04	\$ 80.20	\$ 276.57
9/30/21	Volga- JHVB	5	72	\$ 2.69	\$ 193.68	4.00	\$ 16.04	\$ 64.16	\$ 257.84
<b>Totals</b>			<b>2050</b>		<b>\$ 5,514.50</b>	<b>109.50</b>		<b>\$ 1,756.38</b>	<b>\$ 7,270.88</b>

Fuel Surcharge	Days	Miles	Total Miles
Sports/Field Trips Activities	21	320	6,720
Intown School Bus Service			2,050
<b>Total Miles</b>			<b>8,770</b>

Avg Price for Fuel	\$ 3.12
Contract Price	\$ 2.00
Difference	\$ 1.12
Mileage Rate	\$ 0.22
<b>Total Fuel Surcharge</b>	<b>\$ 1,964.48</b>

## SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of October, 2021, between the Flandreau School District 50-3, 600 W. Community Drive, Flandreau, SD 57028, hereinafter referred to as "**School**" and Moody County, South Dakota, 101 E. Pipestone Avenue, Suite D, Flandreau, SD 57028, hereinafter referred to as the "**County**"

WITNESSETH:

WHEREAS, South Dakota Codified Law, Chapter 1-24, as amended (Joint Exercises of Governmental Powers) provides that public agencies, by agreement entered into through actions of their governing body, may jointly or cooperatively exercise powers which the public agencies are authorized to exercise; and

WHEREAS, public agencies may enter into an Agreement with one or more public agencies in joint or cooperative action pursuant to the Joint Powers Act, including the creation of a separate entity to carry out the purpose of the Agreement; and

WHEREAS, the **County** has law enforcement jurisdiction within the territorial limits of Moody County, including the **School's** campuses; and

WHEREAS, the **County** and **School** desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by a School Resource Office (SRO) in the school district; and

IT IS NOW THEREFORE UNDERSTOOD AND AGREED, that the parties agree to be bound as follows:

### ARTICLE I GENERAL TERMS & COMPENSATION

The **County** agrees to provide and manage a School Resource Officer, hereinafter called "SRO", Program for the **School**. This program shall consist of one (1) full-time SRO, his/her vehicle, and supplies and equipment. The **School** agrees to pay the **County** as follows:

1.1 The **School** shall pay the **County** for all work performed by the School Resource Officer at the **School's** campus or engaged on behalf of the **School**, an anticipated period of time not less than one thousand four hundred fifty-six (1,456) hours of compensable work time, and the **County** shall invoice the **School** on a monthly basis for the same. Compensable work time shall be composed of wage, health insurance, employer income taxes, retirement, and the cost of such other benefits provided to employees of the **County**.

1.2 The **School** shall pay the **County** for seventy-five percent (75%) of all equipment and supply costs associated with the staffing of a School Resource Officer, excluding the purchase of a patrol vehicle, and the **County** shall invoice the **School** semi-annually for the same.

ARTICLE II  
PERFORMANCE REQUIREMENTS

2.1 The **County**, by and through the Moody County Sheriff's Office, shall provide one (1) certified law enforcement officer to be assigned specifically to the **School** to engage in general law enforcement activities. The Moody County Sheriff's Office agrees that said officer, in case of serious civil disturbance or emergency, may be dispatched or required to report to some other area and said reporting shall only last as long as necessary.

2.1.1 The **County** shall be responsible for hiring, evaluating, disciplining, firing and/or re-assigning the employee deployed by the Moody County Sheriff to serve as the **School's** Resource Officer.

2.1.2 Pre-employment interviews of applicants for the position of School Resource Officer will be carried out in a collaborative manner between the **County** and the **School**, with an applicant interview/screening committee consisting of the following members: Moody County Sheriff, Chief Deputy of the Moody County Sheriff's Department, Moody County Commission Assistant, and not more than three (3) representatives of the **School**. Upon the completion of applicant interviews, the committee will advance its recommendation to the **County's** Board of Commissioners for final approval and hiring, or for rejection of all interviewed persons, and for a new pool of applicants to be created.

2.1.3 At the end of every academic quarter, a performance evaluations of the School Resource Officer will be carried out in a collaborative manner between the **County** and the **School**, with an evaluation committee consisting of the following members: Moody County Sheriff, Chief Deputy of the Moody County Sheriff's Department, Moody County Commission Assistant, and not more than three (3) representatives of the **School**.

2.1.4 Excepting the three Sections indicated above, the School Resource Officer shall abide by, and adhere to, a chain of command led by the Moody County Sheriff, or in the absence of the Sheriff, the Chief Deputy of the Moody County Sheriff's Office.

2.2 All officers assigned pursuant to this Agreement shall be a sworn deputy with the Moody County Sheriff's Office, be certified to meet the minimum standards of training for a law enforcement officer as provided by the South Dakota Commission of Law Enforcement Officers Standards and Training, and shall be subject to other training as deemed appropriate by the **County**. At all times said officer shall be subject to and obey the standards and procedures as set forth by the **County** and the Moody County Sheriff's Department.

2.3 The officer assigned according to the Agreement shall keep accurate reports and follow the normal reporting methods of the Moody County Sheriff's Department.

2.4 The **County** shall provide one (1) officer who shall work approximately forty (40) hours per week, focusing upon the hours of 7:45 a.m. to 3:45 p.m., but times and days may vary as required.



2.5 It is understood that no coverage will be provided, other than countywide police coverage on the holidays that are observed by the **School**. It is also understood that no coverage, other than countywide police services, will be provided from after the conclusion of spring classes to one week prior to the start of fall classes, unless otherwise requested by the **School**.

ARTICLE III  
DURATION OF AGREEMENT & TERMINATION

This Agreement shall be for a period of Five (5) years. Any party may terminate this Agreement at the expiration of six months' notice given to the other parties. Each party shall give one hundred eighty (180) days notice to terminate this Agreement for any reason and this Agreement shall remain in full force and effect during the time period after a party gives notice to terminate. This Agreement will not automatically renew.

ARTICLE IV  
NOTICE

Notices under this Agreement shall be sent to the following parties:

Mr. Rick Weber  
Superintendent  
600 W. Community Drive  
Flandreau, SD 57028

County Commission Chairperson  
Moody County  
101 E. Pipestone Avenue, Suite D  
Flandreau, SD 57028

ARTICLE V  
LIABILITY & IDEMNITY

The **County** shall purchase and/or maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in the amount of not less than one million and no/100 dollars (\$1,000,000.00) for any acts or omissions that occur or claims that arise during the term of this Agreement. The **County** agrees to hold the **School**, its agents and employees free, harmless, and indemnify from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the SRO or arising from the SRO program.

ARTICLE VI  
FERPA

The **School** agrees to provide all information to the Moody County Sheriff's Office that is not specifically prohibited by the Family Educational Rights and Privacy Act of 1974 (FERPA) and its amendments, in the course of the department's regular job duties. The parties agree that the **School** may supply demographic and contact information to the County as such information is not covered by FERPA.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers:

Dated this \_\_\_\_\_ day of October, 2021.

MOODY COUNTY, SOUTH DAKOTA

\_\_\_\_\_  
Carla Bruning, Chairperson

Attest:

\_\_\_\_\_  
Kristina Krull, County Auditor

Dated this \_\_\_\_\_ day of October, 2021.

FLANDREAU PUBLIC SCHOOLS, 50-3

\_\_\_\_\_  
Tom Stenger, School Board President

Attest:

\_\_\_\_\_  
Rick Weber, Superintendent

**6718.2 ADMISSIONS OF NONRESIDENT STUDENTS**

A nonresident student is a student whose parent(s) or guardians do not reside within the school district.

The school board recognizes that on occasion circumstances may be such that a student desires to enroll in a school in the district whose parent(s) or guardian do not have a legal residence in the district.

There are three ways in which students in this situation may attend Flandreau Public Schools:

1. They may attend on a tuition basis at the rate established by the state provided room is available. Tuition payments shall be made in advance for each semester attendance.
2. A person within the school district may assume guardianship, which is evidenced by Letters of Guardianship, issued by a circuit court judge.
3. Tuition and/or transportation costs may be waived with the mutual consent of the sending and receiving South Dakota school districts pursuant to state law. The determination to waive tuition will be made on a case-by-case basis without the establishment of precedence. The school board will consider each case on its own merits and facts, including educational hardship, availability of classroom space, and financial impact to the school district in its decision.

Affidavits may be secured to verify the status of a child's bonafied permanent home and/or source of support.

REFS: SDCL 13-28-9  
13-28-10  
13-28-10  
13-28-21  
13-28-22  
13-28-38

(Adopted 2/13/95) Revised 12/10/04

**6718.3 ADMISSION OF NONRESIDENT STUDENTS / ASSIGNMENT OF RESIDENT STUDENTS**

This policy is enacted to fairly allow admission and assignment of both resident and non-resident students in the Flandreau School District. For the purposes of this policy, the term "resident district, means the district in which a student has legal residence as determined by SDCL .13-28-9. The term "non-resident district" means any district in which a non-resident student seeks to enroll. The term "assigned school" means the attendance center within the district to which a resident student is assigned. The term "Non- School" means an attendance center within a resident student's district to which the student has not been assigned.

The board will accept all students from other districts wishing to enroll, provided the non-resident district's facilities can accommodate the students without adversely affecting the quality of the educational program. This determination will be based upon criteria adopted by the board, see Section C below, and is subject to the following conditions.

**1. GENERAL PRINCIPLES**

1. A student who is a legal resident of another South Dakota district seeking to transfer to Flandreau School District must make application to the non-resident district, make application to both the resident and non-resident districts. The application must be on triplicate forms provided by the Department of Education and Cultural Affairs. The application must be made by an un-emancipated student's parent or guardian or by the emancipated student. (The) parent with the authority to request enrollment is the resident custodial parent.)
2. The application will be approved or disapproved if the transfer does not result in an inability to provide a quality educational program by the Flandreau School board and the applicant and

resident district must be notified of the decision within five days of the decision. Applications will be reviewed in the order received.

- a. In-district transfer applications to move to a non-assigned school can be accepted and acted upon by the board at any time; however, decisions regarding transfers among attendance centers within a district will be based upon policies consistent with resident/non-resident, transfers.
  - b. The application may be withdrawn by the applicant before March 1st through notification to the affected school boards.
  - c. Once approved by the nonresident district, the applicant's intent to enroll obligates the student to attend school in the receiving non-resident district or non-assigned school for the next school year, unless the two boards agree in writing to allow a student to return to the original district or assigned school or if the parent, guardian, or student changes residence to another district.
  - d. If a bona fide change of residence occurs after February 1st, the parents, guardian, or emancipated student may apply for enrollment in a non-resident district or unassigned school, notwithstanding the February 1st deadline. The application and approval dates will be waived in this circumstance, and the board will consider the application in a timely manner.
3. Once enrolled in a nonresident district or non-assigned school, the enrollment will continue unless a bona fide change of residence occurs or a subsequent transfer application is received.
  4. A nonresident district will accept credits granted for any course successfully completed in another accredited district. The non-resident district may award a diploma to a non-resident only if the student satisfactorily meets the non-resident district's graduation requirements.
  5. Transportation on non-resident students to school is the responsibility of the applicant. Both the resident and non-resident districts may provide transportation to non-resident students if approved.

## 2. SPECIAL EDUCATION STUDENTS

Both state and federal law require that the resident district be responsible for providing a free and appropriate public education for students in need of special education and related services. All applications for transfer of a special education student will first be considered by a placement committee, and the placement committee will include representatives of both the resident and non-resident districts. In addition to the other considerations of 1997 Open Enrollment Act, the following additional considerations will apply:

1. The combined placement committee will determine that the non-resident district can provide appropriate instructional programs and facilities to meet the student's needs.
2. The resident district will reimburse the non-resident district the "actual costs incurred in providing an appropriate special education."
3. The combined placement committee shall determine whether the student requires transportation as a related service and, if the service is required, the resident district will be required to provide or pay for the service.
4. Return the non-resident special education student to the resident district will be subject to the approval of the combined placement committee.
5. No separate dates will be in effect for notification and decision-making with respect to special education students.

## 3. CRITERIA FOR MAKING TRANSFER DETERMINATIONS

The standards will be available to any individual so requesting. Discrimination based upon race, gender, religious affiliation, or disability is prohibited. All members of the same family residing in the same household will be treated the same.

1. The standards will be reviewed on an annual basis based on the capacities of each of the following elements:
  - a. Programs
  - b. Classes
  - c. Grade levels
  - d. Buildings
2. The Department of Education and Cultural Affairs' has authority to promulgate rules setting forth procedural and administrative requirements of the open enrollment program. The school district will follow any and all such rules and procedures.
3. The board may deny applications for any of the following reasons:
  - a. The application was not timely;
  - b. The standards established in paragraph 3-1 above are violated;
  - c. The applicant is under suspension or expulsion;
  - d. The applicant has been convicted of possession, use, or distribution of any controlled substance including marijuana and is under suspension pursuant to SDCL 13-32-43;
  - e. The applicant has been convicted of a weapons charge relating to the schools and is under suspension pursuant to SDCL 13-32-43.

#### 4. MISCELLANEOUS PROVISIONS

1. The board will assign all students among the schools within the district, pursuant to SDCL ch. 13-28.
2. The district will make relevant information about the district, schools, programs, policies, and procedures available to all interested people.
3. Appeals from board action under the 1997 Open Enrollment Act can be made under SDCL ch. 13-46 and the court will conduct a de-novo review.

Adoption date: 10/13/97; Revised 12/13/04

LEGAL REFS: SDCL 13-13-10. 1, 13-15-8. 1 through 13-15-9; 13-15-11, 13-15-21, 13-15-21 .1; 13-15-23 through 13-15-24; 13-28-9; 13-28-10 through 13-28-11; 13-28-19; 13-28-19.1; 13-28-21; 13-28-30-, 13-28-34; 13-28-4-0 through 13-28-47-, 13-32-4. 3; 13-37-3 5; 13-46 Repealed July 1, 1998; 13-28-20; 13-28-22; 13-28-23; 13-28-38

*New*

**ASBSD Sample Policies  
Associated School Boards of South Dakota**

**Policy JECB: OPEN ENROLLMENT**

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 08/18/2020 | Last Reviewed Date: 08/18/2020

State law provides nonresident parents and students an opportunity to apply for enrollment within the District. It also allows resident parents and students an opportunity to apply for enrollment in an attendance center within the District other than that to which the student has been assigned.

The parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides in another school district (i.e., nonresident student), and who wishes to enroll the student in the District, or the parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides within the District and wishes to enroll the student at an attendance center within the District other than that to which the student has been assigned, must apply to open enroll in the School District.

1. Nonresident student open enrollment: The District shall grant a request for a transfer into the district of a child who is a resident of another school district unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
2. Nonresident alternative instruction student open enrollment: The District shall grant a request to admit into the district a child who is a resident of another school district and who is receiving alternative instruction in the resident district pursuant to law, unless admitting the nonresident child would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
3. Resident student open enrollment to different attendance center: The District shall grant a request from a resident of the District for a student transfer to an attendance center within the District other than that to which the student has been assigned unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.

A copy of this policy will be provided to parents, guardians and emancipated students who wish to submit an open enrollment application. It shall also be provided to any other interested person upon request.

**A. GENERAL RULES:**

1. Transfers from another school district into the District may only take place prior to the last Friday in September during the first semester of any school year, and prior to the last Friday in January during the second semester of any school year. If the District approves an application for such a transfer after the deadline in the first semester, the transfer will occur at the start of the second semester. If the District approves an application for such a transfer after the deadline in the second semester, the transfer will occur at the start of the following school year. The deadlines for transfer do not apply if:
  - a. A student is seeking to transfer to an alternative school or a specialized nonpublic educational program;
  - b. A student enrolls in a school district after the deadline in either semester; or
  - c. The District's Superintendent determines that special circumstances exist and allows a student to transfer into the District after the deadline.
2. All nonresident requests for open enrollment into the District must be submitted to the District's Superintendent on the official application form provided by the South Dakota Department of Education.
3. Nonresident student open enrollment applications to attend school within the District will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the District, that student's application shall take priority over all other applications.
4. The Superintendent shall either approve or deny the application for open enrollment. A decision of the Superintendent to deny an open enrollment application may be appealed to the School Board. A decision of the School Board to deny student's application for open enrollment may be appealed to the circuit court pursuant to State Law. <sup>(a)</sup>
5. Decisions to accept or reject open enrollment applications will be based on the criteria listed in "Open Enrollment Application Standards" (Section C).

6. The applicant and the resident school board will be notified within five days of the decision.
7. An application may be withdrawn by the applicant prior to the approval of the request and upon written notification to the District's Superintendent.
8. Once approved by the District, the approved application serves as the applicant's notice of intent to enroll in the District and obligates the student to attend school within the District during the school year, unless the affected school board or boards agree in writing to allow the student to transfer back to the resident district or assigned school, or unless the parents, guardians, or emancipated student change residence to another district. A decision by either school board to deny a request to return to the resident school district may be appealed to circuit court pursuant to law.
9. Once enrolled under open enrollment in the District, the student may remain enrolled and is not required to resubmit annual applications.
10. If, after the conclusion of a school year, a student who is open-enrolled into the District wishes to return to the student's resident school district or assigned school, the student's parent or legal guardian shall, or the student (if the student is emancipated) shall, on forms provided by the Department of Education, notify the affected school board or boards of the student's intent to return to the resident school district or previously assigned school. The affected school board or boards must receive written notice of the student's intent to re-enroll in the resident school district or previously assigned school no later than August first. However, if the affected school board or boards determine that special circumstances exist, a student may be allowed to transfer to the student's resident school district or assigned school after the deadline.
11. The parent or legal guardian of a student who has been accepted for transfer under open enrollment is responsible for transporting the student to and from school without reimbursement. <sup>(b)</sup>
12. The District shall accept credits for any course completed in any other accredited school district but shall award a diploma to a nonresident student only if the student satisfactorily meets the District's graduation requirements.
13. If two or more nonresident students from the same family, residing in the same household, request open enrollment into the District, all requests from that family must be either approved or denied and the District shall not deny an application if doing so would result in children from the same household enrolling in different school districts. However, if the District cannot provide an appropriate education for a child in need of special education or special education and related services, the District may deny that child's application for open enrollment.
14. Any student under long term suspension or expulsion will not be allowed to open enroll until the suspension or expulsion is completed. <sup>(c)</sup>
15. The rules of the South Dakota High School Activities Association will govern eligibility for participation in activities.

**B. RESIDENT STUDENT TRANSFERS:**

The provisions of this policy apply to resident student transfers (applications to attend an attendance center different than that to which the student is assigned) except as modified below:

1. Resident student open enrollment applications to attend an attendance center within the District other than that to which the student has been assigned will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the attendance center to which the applicant is wishing to enroll, that student's application shall take priority over all other applications.
2. If a student is transferred from one attendance center to another attendance center within the District at the request of the student's parent or guardian, the District shall not provide transportation services to the student. <sup>(d)</sup>

**C. OPEN ENROLLMENT APPLICATION STANDARDS: <sup>(e)</sup>**

The following standards will be used to accept or reject nonresident student open enrollment applications to enroll within the District and resident student applications to attend an attendance center within the District other than that to which the student was assigned:

Open enrollment requests will be granted on a space available basis at the time the request is considered. The approval of an open enrollment request may not result in exceeding the average student to teacher ratio, program capacity, or building capacity criteria listed below. The ratios listed for grade level student to teacher ratios are for open enrollment purposes only and actual class sizes may be greater than the capacity listed below because of students residing within the school district and school attendance center area.

- Kindergarten through grades five: The student to teacher ratio shall not exceed \_\_\_\_ students in each grade as a result of open enrollment.
- Grade six through grade eight: The student to teacher ratio for core classes may not exceed \_\_\_\_ students in each grade as a result of open enrollment.
- Grade nine through grade twelve: Enrollment may not exceed attendance center building capacity.
- An open enrollment transfer may not cause a building or program to exceed capacity, including special education programs.
- Open enrollment of a special education student will not be approved if the students cannot be accommodated at current staffing levels or the program is at capacity.

#### **D. OPEN ENROLLMENT OF SPECIAL EDUCATION STUDENTS:**

1. A request to transfer a student in need of special education or special education and related services may be granted only if, after a review of all relevant student education records and direct communication with the student's parent or guardian and representatives of the resident district, the School District determines that the district can provide an appropriate instructional program and facilities, including transportation if required as a related service, to meet the student's needs. If the request to transfer is granted, the district is responsible for the provision of a free appropriate public education for the student in need of special education or special education and related services. If the student requires transportation as a related service, the district shall provide or ensure the provision of transportation within the boundaries of the District.
2. If the District is not able to confirm that the District can provide an appropriate instructional program, facilities, and transportation if necessary, based on the records review and communication with the student's parent or guardian and representatives of the resident district, the District shall initiate an individual education program team meeting consisting of representatives from the District, the resident school district and the parents or guardians, to determine whether the District can provide an appropriate instructional program, facilities, and transportation necessary.
3. A request to transfer a student in need of special education or special education and related services may be denied only pursuant to the "Open Enrollment Application Standards" (Section C) or if the individual education program team as set forth in "Open Enrollment of Special Education Students" (Section D.2.) determines that the District cannot provide an appropriate instructional program and facilities, including transportation, to meet the student's needs.
4. If a parent or guardian of a student in need of special education or special education and related services request to transfer the student back to the resident district, the affected school boards must agree in writing to allow the student to transfer back to the resident district or unless the parents, guardian, or emancipated student change residence to another district.
5. If two or more students from the same family residing in the same household request open enrollment and the District determines it can provide an appropriate special education or special education and related services for the special education student(s), the applications shall be approved subject to consideration of the Open Enrollment Application Standards (Section C). However, if the District cannot provide appropriate special education or special education and related service for one or more of the students in need of special education or special education and related services, the District may deny the application for open enrollment related to the individual special education student(s).
6. If it is determined that a parent or guardian of a student, or an emancipated student, in need of special education or special education and related services submitted a request for an open enrollment transfer, but did not indicate on the application that the student has an IEP and needs special education services, as required on the form, any approval by the District of the open enrollment transfer application will be deemed



void.

**Notes:**

(a) SDCL 13-28-43 says the School Board or the Board's designee may approve or disapprove the application. ASBSD recommends that the Superintendent be designated by the Board as most school boards meet only once a month on the second Monday of the month.

(b) For nonresident open enrollments, SDCL 13-28-45 states that the parents/guardians are responsible for transportation, without reimbursement, of the student but the District may provide the transportation, and if provided, the District may charge a reasonable fee if the student uses District provided transportation. SDCL 13-28-45 also says school boards of both the receiving school district and the resident school district must annually approve the pick-up locations for those students within any incorporated municipality but this requirement does not apply to any school district defined as a sparse school district pursuant to § 13-13-78.

(c) SDCL 13-32-4.3 states that if a student is under suspension or expulsion in a South Dakota school district, the student may not enroll in any other school district until the suspension or expulsion has expired, and also that the superintendent of a school district may prohibit a student from enrolling in that school district if the student is under suspension or expulsion in a school in another state or in a nonpublic school in this state.

(d) SDCL 13-28-41.1. School district not required to provide transportation to student transferred within district. If a student is transferred from one school to another school within a school district at the request of the student's parent or guardian, notwithstanding any other provision of law, the school district is not required to provide transportation services to the student.

(e) SDCL 13-28-44 states that "Standards shall be limited to the capacity of a program, class, grade level, and school building operated by the board and the pupil/teacher ratio. Discrimination based on race, gender, religious affiliation, or disability is prohibited" a school board may or may not want to have capacity of the program, class or grade level specifically identified in the school district policy.

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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**Policy References:** Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

<b>State References</b>	<b>Description</b>
SDCL 13-28-40	Enrollment options program established - <a href="https://simbli.eboardsolutions.com/SU/kWl20qjt5EslshaETr711KyeA==">https://simbli.eboardsolutions.com/SU/kWl20qjt5EslshaETr711KyeA==</a>
SDCL 13-28-41	Request for transfer - <a href="https://simbli.eboardsolutions.com/SU/hUuTpOaSjzuNh5voszb1wg==">https://simbli.eboardsolutions.com/SU/hUuTpOaSjzuNh5voszb1wg==</a>
SDCL 13-28-41.1	School district not required to provide transportation - <a href="https://simbli.eboardsolutions.com/SU/6yogplusBcV8aWj3dRC8NeLog==">https://simbli.eboardsolutions.com/SU/6yogplusBcV8aWj3dRC8NeLog==</a>
SDCL 13-28-42.1	Transfer of special education students - <a href="https://simbli.eboardsolutions.com/SU/t1spOd6ezjykJnjeAYx4A==">https://simbli.eboardsolutions.com/SU/t1spOd6ezjykJnjeAYx4A==</a>
SDCL 13-28-43	Enrollment of student in other than resident district - <a href="https://simbli.eboardsolutions.com/SU/qN7jplusUKRrplusOPpyfplusiD85KQ==">https://simbli.eboardsolutions.com/SU/qN7jplusUKRrplusOPpyfplusiD85KQ==</a>
SDCL 13-28-44	Standards for acceptance or rejection of open enrollment application - <a href="https://simbli.eboardsolutions.com/SU/P6NsHOTDvcaDonNGbVriMw==">https://simbli.eboardsolutions.com/SU/P6NsHOTDvcaDonNGbVriMw==</a>
SDCL 13-28-45	Transportation of transfer student - <a href="https://simbli.eboardsolutions.com/SU/MyXnjKZbKqTj6ViZm8zq8w==">https://simbli.eboardsolutions.com/SU/MyXnjKZbKqTj6ViZm8zq8w==</a>
SDCL 13-28-46	Transfer credits - <a href="https://simbli.eboardsolutions.com/SU/QfrKxplusUUdgiKOfQPcEbCZw==">https://simbli.eboardsolutions.com/SU/QfrKxplusUUdgiKOfQPcEbCZw==</a>

SDCL 13-28-47	Disclosure - <a href="https://simbli.eboardsolutions.com/SU/BycfmteETsXBXE3fZRS5kg==">https://simbli.eboardsolutions.com/SU/BycfmteETsXBXE3fZRS5kg==</a>
SDCL 13-28-47.1	Return of student to resident school district - <a href="https://simbli.eboardsolutions.com/SU/rO0whwssVqJPCJTT6SjEslshA==">https://simbli.eboardsolutions.com/SU/rO0whwssVqJPCJTT6SjEslshA==</a>
SDCL 13-28-48	Nonresident district must serve student's grade level - <a href="https://simbli.eboardsolutions.com/SU/kebvXPS2OCskINXpbLrOeQ==">https://simbli.eboardsolutions.com/SU/kebvXPS2OCskINXpbLrOeQ==</a>
SDCL 13-32-4.3	Effect of suspension or expulsion on enrollment - <a href="https://simbli.eboardsolutions.com/SU/plusXRTDd3Q3JXg0GwBAIz4KA==">https://simbli.eboardsolutions.com/SU/plusXRTDd3Q3JXg0GwBAIz4KA==</a>
SDCL 13-46	Appeals in school matters - <a href="https://simbli.eboardsolutions.com/SU/plushKcANchfhNrslshjSYk5TmPQ==">https://simbli.eboardsolutions.com/SU/plushKcANchfhNrslshjSYk5TmPQ==</a>

**Cross References**

**Description**

IGBA	SPECIAL EDUCATION AND RELATED SERVICES - <a href="https://simbli.eboardsolutions.com/SU/JkcPpqZ3nMjIEqA8CIOLKw==">https://simbli.eboardsolutions.com/SU/JkcPpqZ3nMjIEqA8CIOLKw==</a>
JEAA	STUDENTS ALTERNATIVE INSTRUCTION - <a href="https://simbli.eboardsolutions.com/SU/Romd0K9BjvpX95x4Zw0Jfw==">https://simbli.eboardsolutions.com/SU/Romd0K9BjvpX95x4Zw0Jfw==</a>
JEC	SCHOOL ADMISSIONS - <a href="https://simbli.eboardsolutions.com/SU/dol1RG4T4uleKDBEhplusF8xQ==">https://simbli.eboardsolutions.com/SU/dol1RG4T4uleKDBEhplusF8xQ==</a>
JECC	ASSIGNMENT OF STUDENTS TO SCHOOLS - <a href="https://simbli.eboardsolutions.com/SU/11jNa2avNwexvaXwXn3RUg==">https://simbli.eboardsolutions.com/SU/11jNa2avNwexvaXwXn3RUg==</a>

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