

**Tentative Agenda**  
Monday, June 14, 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](https://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.
- V. CONSENT AGENDA
  - a. Approval of minutes, financial statements, and bills.
- VI. OLD BUSINESS
  - a. Back to School Plan.
  - b. Summer School.
  - c. Revised Child Abuse Policy – 3<sup>rd</sup> reading.
- VII. NEW BUSINESS – action items
  - a. Preliminary budgets.
  - b. Set 2021-2022 budget hearing for July 12, 2021, at 6:00 pm.
  - c. Supplemental budget.
  - d. Transfer of funds per budget.
  - e. Contingency transfer.
  - f. Title IX policy – 1<sup>st</sup> Reading.
  - g. SRO agreement.
  - h. Resignations.
  - i. Open Enrollment.
  - j. Early dismissal – 1:30 pm on August 25, 2021.
  - k. Meal Account Policies.
  - l. Executive session – SDCL 1-25-2 (1) and (4).
  - m. Discussion and approval of any action deemed necessary from executive session.
  - n. New hires.
  - o. Adjournment.

• NOTE: Members of the public who desire to address the board on items of interest or concern that do not appear on the agenda 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. If you have thoughts to share about items that are included as topics for tonight’s meeting, we would invite those comments when we reach that point in the meeting.

## SCHOOL BOARD MEETING

May 10, 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, Kelly Kontz, Tammy Lunday, and Tom Stenger were present. Superintendent Rick Weber, Business Manager Stacey VanBeek and Principals Nichole Herzog, Justin Kelm, and Brian Relf were also present.

The Pledge of Allegiance was recited.

05-183.21 Motion by Johnson, seconded by Hemmer to approve the agenda. All voted aye.

There was no open forum this month.

Visitors to the meeting: Kali Ahlers, Sheila Collins, Becky Cramer, Laura Drietz, Kathie Erdman-Becker, Julia Fargen, Kristi Fischer, Marietta Gassman, Abby Hawks, Cynthia Johanson, Sarah Kills-A-Hundred, Kari Lena-Helling, Natasha Luchtenburg, Samantha Luze, Makenna Macdonald, Chelsea Molden, Serena Pederson, Laura Peters, Brendan Streitz, Amanda Taylor, Brenda Wade-Schmidt, John Shaeffer, Pat Weight, Elizabeth White, Taylor White, Adam Wiese.

Superintendent's and principals' reports were given.

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

05-184.21 Motion by Christenson, seconded by Kontz to approve the consent agenda consisting of minutes for the regular meeting on April 12, 2021 with the correction that school board member Brian Johnson was not present; the financial reports as of April 30, 2021; the bills in the amount of \$70,226.59 be allowed from General Fund; \$241,383.89 be allowed from Capital Outlay Fund; \$69,464.24 be allowed from Special Education Fund; \$267,650.00 be allowed from Bond Redemption Fund; \$27,755.54 be allowed from Food Service Fund. All voted aye.

05-185.21 Motion by Kontz, seconded by Christenson to make masks recommended, not required, after the conclusion of the school year on May 18, as well as open the school up for things like open gym. All voted aye.

Kristi Fischer presented information regarding the summer school program.

A third reading of the Graduation Guideline policy was held, with some public input.

05-186.21 Motion by Christenson, seconded by Kontz to approve the Graduation Guideline policy. Aye: Christenson, Hemmer, Johnson, Kontz, Stenger. Nay: Burggraff, Lunday. Motion carried.

The second reading of the updated Child Protection Policy was held.

Updated preliminary General Fund and Capital Outlay budgets were presented.

05-187.21 Motion by Hemmer, seconded by Christenson to approve the ordering of technology items and middle school lighting items on the FY22 capital outlay that need to be ordered well in advance to receive them before the next school year. All voted aye.

05-188.21 Motion by Kontz, seconded by Hemmer to hire another kindergarten teacher for the 2021-2022 school year to offer three sections due to class sizes. All voted aye.

05-189.21 Motion by Kontz, seconded by Christenson to allow our student groups to use school vehicles during the summer for camps and conferences. The school will cover the cost of the gas. All voted aye.

05-190.21 Motion by Johnson, seconded by Burggraff to approve the list of items to be put on the surplus sale. The school will be holding a surplus sale with the city and county in June. All voted aye.

05-191.21 Motion by Hemmer, seconded by Kontz to approve the Special Education Comprehensive Plan. All voted aye.

05-192.21 Motion by Burggraff, seconded by Johnson to allow the class Principles of Construction to be a dual credit course in math and CTE. All voted aye.

05-193.21 Motion by Burggraff, seconded by Lunday to move \$20,976 of Coronavirus Relief Funds from the General Fund to the Special Education Fund to cover the cost of the stipends paid to staff in December. All voted aye.

05-194.21 Motion by Burggraff, seconded by Lunday to approve the following stipends: SDSU Student Teachers—Derek Genzlinger \$200, Natasha Luchtenburg \$50; DSU Student Teacher—Gail Keating \$250. All voted aye.

05-195.21 Motion by Johnson, seconded by Burggraff to cast a vote in favor of Kelly Messmer for the SDHSAA West River At-Large representative. All voted aye.

05-196.21 Motion by Burggraff, seconded by Christenson to cast a vote in favor of Derek Barrios for the SDHSAA Division III superintendent representative. All voted aye.

- 05-197.21 Motion by Johnson, seconded by Burggraff to cast a vote in favor of Eric Denning for the SDHSAA Division IV AD representative. All voted aye.
- 05-198.21 Motion by Kontz, seconded by Burggraff to cast a "yes" vote for SDHSAA Amendment #1. All voted aye.
- 05-199.21 Motion by Johnson, seconded by Christenson to accept the resignation of Adam Anderson, middle school language arts instructor and head boys/girls golf coach, effective at the end of the 2020-2021 school year. All voted aye.
- 05-200.21 Motion by Kontz, seconded by Christenson to accept the resignation of Heather Hill, paraprofessional, effective April 29, 2021. All voted aye.
- 05-201.21 Motion by Burggraff, seconded by Hemmer to accept the resignation of Jenny LeBrun, middle school reading and language arts instructor, effective at the end of the 2020-2021 school year with late resignation fee of \$700. All voted aye.
- 05-202.21 Motion by Johnson, seconded by Hemmer to accept the resignation of Trisha Hess, middle school reading and language arts instructor, effective at the end of the 2020-2021 school year with late resignation fee of \$700. All voted aye.
- 05-203.21 Motion by Hemmer, seconded by Kontz to approved the contract for providing school health services between the school and Avera Flandreau Hospital. All voted aye.
- 05-204.21 Motion by Christenson, seconded by Hemmer authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1) and (4). All voted aye. The Board thereupon went into executive session at 7:19 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 10:48 p.m.
- 05-205.21 Motion by Kontz, seconded by Burggraff to approve the diplomas to seniors who successfully complete all graduation requirements. All voted aye.
- 05-206.21 Motion by Johnson, seconded by Lunday to approve summer school salaries as follows: Paraprofessionals \$20/hour, Teachers \$30/hour, Administrator \$40/hour. All voted aye.
- 05-207.21 Motion by Christenson, seconded by Kontz to approve the contract of Brooke Pearson, middle school language arts and head boys/girls golf coach, at \$40,000/\$2,643/\$2,643. All voted aye.
- 05-208.21 Motion by Christenson, seconded by Hemmer to approve the contract of Sam Baier, elementary title and head wrestling coach, at \$40,000/\$4,213. All voted aye.
- 05-209.21 Motion by Kontz, seconded by Johnson to approve the contract of Stephanie Nelson, high school math, at \$40,000. All voted aye.

05-210.21 Motion by Hemmer, seconded by Burggraaf to approve the contract of Matt Knippling, high school business/tech, at \$40,000. All voted aye.

05-211.21 Motion by Kontz, seconded by Hemmer to approve the contract of Amy Carroll, Pleasant Valley Colony, at \$40,000. All voted aye.

05-212.21 Motion by Hemmer, seconded by Lunday to approve the contract of Robert Lack, middle school football coach, at \$1,574. All voted aye.

05-213.21 Motion by Johnson, seconded by Christenson to approve the negotiated agreement between the Flandreau School Board and the Flandreau Education Association for the 2021-22 school year and to authorize the issuance of contract and work agreement addendums. All voted aye.

Gross salary for April is as follows: Instruction \$204,140.82; Support Services \$86,839.81; Social Security \$21,033.92; Retirement \$16,653.13; Insurance \$27,137.59. Special Education Fund: Instruction \$59,210.49; Support Services \$21,792.18; Social Security \$5,861.63; Retirement \$4,607.80; Insurance \$8,824.41. Food Service Fund: Support Services \$2,402.14; Social Security \$170.33; Retirement \$143.79; Insurance \$652.29.

05-214.21 There being no further business, motion by Kontz, seconded by Lunday to adjourn the meeting at 10:51 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 May 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:	1,112,429.08	1,573,914.11	(201,390.85)	663,888.59	245,798.61	183,624.50	19,035.43	530,311.76
<b>Local Sources:</b>								
Taxes	435,016.67	579,823.82	331,321.53	2.45	99,400.19	0.68	-	-
Interest	4.11	5.81	-	-	0.90	0.68	-	-
Co-Curricular	350.00	-	-	-	-	5.31	-	-
Misc	9,336.35	-	13,773.70	-	-	1,298.70	-	-
Meals/milk	-	-	-	-	-	-	-	-
Student Activities	-	-	-	-	-	-	-	57,492.02
Transfers In/Out	(20,976.00)	-	20,976.00	-	-	-	-	-

**Intermediate Sources:**  
 County Apportionment

State Sources:	
State Aid	-
State Apportionment	-
Bank Franchise Tax	-
Impact Aid	-
Mentor teachers	500.00
State Assessed Utilities	-

**Federal Sources:**  
 Grants

28,116.57

37,981.60

Total Revenue:	452,347.70	579,829.63	366,071.23	2.45	99,401.09	39,286.29	-	57,492.02
Total Available:	1,564,776.78	2,153,743.74	164,680.38	663,891.04	345,199.70	222,910.79	19,035.43	587,803.78
Disbursements:	(505,484.60)	(241,383.89)	(179,361.14)	-	(267,650.00)	(31,597.97)	-	(56,932.41)
Balance on hand 5-31-21	1,059,292.18	1,912,359.85	(14,680.76)	663,891.04	77,549.70	191,312.82	19,035.43	530,871.37

TRUST AND AGENCY FUND  
FINANCIAL REPORT  
MONTH ENDING APRIL 30, 2021

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	3,294.60	-	-	3,294.60
CLASS OF 2020	(0.00)	-	-	(0.00)
CLASS OF 2021	424.65	703.12	503.12	224.65
CLASS OF 2022	5,943.00	833.49	1,798.85	6,908.36
COMMUNITY REWARDS	9,930.10	656.15	64.28	9,338.23
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY ACTIVITY	7,626.89	-	10.80	7,637.69
ELEMENTARY WEEKEND FUEL	5,925.57	-	-	5,925.57
FLEX PROGRAM	11,796.51	1,790.64	3,250.03	13,255.90
FFA	12,216.22	21.83	-	12,194.39
FFA LAND PLOT	-	-	-	-
IMPREST	1,623.04	3,143.83	2,376.96	856.17
MIDDLE SCHOOL ACTIVITY	2,699.49	-	-	2,699.49
NATIONAL HONOR SOCIETY	476.27	680.06	390.00	186.21
PAYROLL WITHHOLDING	19,053.32	47,773.51	48,280.64	19,560.45
PBIS - HS	40.72	-	-	40.72
PBIS - MS	213.47	365.40	332.52	180.59
PBIS - EL	341.54	335.66	222.34	228.22
REVOLVING ACCOUNT	-	75.00	75.00	-
SCHOLARSHIP - BECHEN	11,127.42	-	-	11,127.42
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,142.35	-	-	83,142.35
SCHOLARSHIP - FULLER	6,754.64	-	-	6,754.64
SCHOLARSHIP - GENERAL	17,904.19	-	-	17,904.19
SCHOLARSHIP - JELLIFE	6,071.65	-	-	6,071.65
SCHOLARSHIP - DAKOTALAYERS	5,667.35	-	-	5,667.35
SCHOLARSHIP - LEE	206,189.25	-	-	206,189.25
SCHOLARSHIP - MASONIC	20,011.38	-	-	20,011.38
SCHOLARSHIP - RICE	6,003.46	-	-	6,003.46
SCHOLARSHIP - RUSCH	72,040.84	-	-	72,040.84
SCHOLARSHIP - WITTERN	10,281.77	-	-	10,281.77
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	-	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
SCHOOL EMP. CONTRIBUTIONS--HS	680.72	78.06	-	602.66
SCHOOL EMP. CONTRIBUTIONS--MS	353.78	15.98	-	337.80
SCHOOL EMP. CONTRIBUTIONS--EL	498.99	238.24	58.96	319.71
SMOOTHIE SHOP (LIFESKILLS)	26.41	-	-	26.41
STUDENT BODY ACCOUNT - HS	420.53	-	7.39	427.92
STUDENT COUNCIL - HS	853.94	221.44	100.00	732.50
TITLE VI STUDENT FUNDRAISING	22.56	-	-	22.56
TITLE VI UNITED WAY (AFTER SCH GRAN	676.20	-	-	676.20
TOURNAMENT PLAYOFFS	(21.06)	-	21.13	0.07
<b>TOTALS</b>	<b>530,311.76</b>	<b>56,932.41</b>	<b>57,492.02</b>	<b>530,871.37</b>

BILL LISTING - June 14, 2021

**GENERAL FUND:**

Updated

Adolph, Georgia	Meal reimbursement		100.00
Arnold, Leslie	Official		50.00
ASBSD	Dues		285.00
BMO Procurement Card			
Amazon	Supplies	202.59	
A-OX	Services	91.51	
Best Western	Lodging	824.00	
Buhls	Services	312.12	
Coffee Cup	Gasoline	21.00	
Easy Time Clock	Time clock software	36.00	
Ekern	Supplies, repairs	204.48	
Elite Business System	Services	25.67	
G&R	Repairs	730.49	
JCL	Supplies	5,451.42	
JW Pepper	Music	24.47	
Office Peeps	Maintenance	1,549.25	
Patriot Electric	Supplies	580.70	
Sams	Supplies	300.88	
Speedy Mart	Gasoline	31.11	
Super 8	Lodging	1,285.30	
Travelodge	Lodging	159.00	
Tyler Lumber	Supplies	200.30	
United	Supplies	956.08	
Vast	Services	776.07	
Verizon	Telephone services, hot spot devices	1,007.60	14,769.84
Booster	Advertising		50.00
City of Flandreau	Utilities, SRO		20,416.49
Daikin	Repairs		5,844.00
Dakotacare	Services		121.25
DeKruif, Kimberly	Official		50.00
Edlund, Josh	Official		50.00
Fischer, Kristi	Official		50.00
Flandreau Flower Shoppe	Supplies		100.00
Hamilton, Allison	Official		50.00
Harlows Bus Services	Services		4,032.45
Headrick, Ashley	Official		50.00
Kelm, Justin	Official		50.00
KSB School Law	Services		1,000.00
Lack, Robert	Official		50.00
Lunchtime Solutions	Services		3,682.61
Matheson	Supplies		14,051.37
Maynards	Supplies		169.93
MidAmerican Energy	Utilities		1,894.53
Moody County Enterprise	Services		234.39
NAFIS	Dues		404.00
Parsley, Joe	Meal reimbursement		100.00
Parsley, Owen	Meal reimbursement		100.00
Relf, Brian	Official		50.00
Rieff, Jenn	Supplies		32.37
River's Edge	Gasoline		466.47
SDHSAA	Supplies		192.40
Savey, Blake	Meal reimbursement		100.00
Scalise, Wylie	Official, credit reimbursement		325.00
Severtson, Megan	Official		50.00
Shaeffer Law Office	Services		2,839.88
Sheppard, Sandy	Official		25.00
Sparkle Car Wash	Services		17.33
Streitz, Brendan	Official		25.00
Streitz, Wendy	Official		25.00
Trust and Agency-Imprest			
Estelline Alumni Assoc	Track entry fees	140.00	
Flandreau Track & Field	Track entry fees	200.00	
Garretson School	Golf entry fees	50.00	
Garretson School	Golf entry fees	50.00	
Howard School Dist	Golf entry fees	30.00	
O'Gorman	Track entry fees	150.00	
Sioux Valley Schools	Track entry fees	125.00	
St. Mary High School	Golf entry fees	50.00	
Tri-Valley School District	Track entry fees	65.00	
Elkton Public School	Track entry fees	150.00	
Madison High School	Golf entry fees	50.00	
Parsley, Owen	Mileage	54.60	
West Central School	Golf entry fees	50.00	
Fischer, Kristi	Supplies	287.90	
Meadow Creek Golf Club	Golf entry fees	35.00	
Sisseton School	Golf entry fees	40.00	
Cash	State track student meals	1426.00	
Chester Area Schools	Golf entry fees	40.00	
Sioux Valley Schools	Region track expenses	146.19	3,139.69
Vander Grift, Shana	Official		25.00
Weber, Rick	Meal reimbursement		74.00
Williams, Lori	Official		50.00

**TOTAL GENERAL FUND**

**75,193.00**



**CAPITAL OUTLAY FUND:**

Apple	Ipad cases	299.70	
Barnes and Noble	Library books	13.59	
BMO Procurement Card			
	Amazon	Library books	459.72
	Follett	Library books	400.70
	Midwest Glass	Services	426.82
	Scholastic	Library books	106.88
	Sweetwater	Supplies	629.00
	Teacher Synergy	Software	76.30
	Worthington Direct	Supplies	4,433.25
G&R	Maint contract		6,532.67
Johnson Controls	Services		15,818.91
Menards	Supplies		1,306.91
Ronning Construction	Services		732.08
Scholastic	Services		98,232.62
Tyler Lumber	Library books		188.30
	Supplies		9,200.00
	<b>TOTAL CAPITAL OUTLAY FUND</b>		<b>132,324.78</b>

**SPECIAL EDUCATION FUND:**

Provider	Services	757.02	
BMO Procurement Card			
	Caseys	Gasoline	43.00
	LanguageLink	Services	40.18
	PCMA	Registrations	241.45
	Verizon	Services	52.22
Educational Advantages	Services		376.85
Flandreau Santee Sioux Tribe	Transportation		1,500.00
Goodcare	Services		165.00
Provider	Services		4,695.57
Provider	Services		29,780.25
Nord, Rich	Services		985.62
Prairie Lakes Coop	Bus wash		40.00
River's Edge	Services		4,894.18
Provider	Gasoline		985.94
Smit, Michael	Services		900.98
Provider	Credit reimbursement		1,125.00
	Services		5,904.00
	<b>TOTAL SPECIAL EDUCATION FUND</b>		<b>52,110.41</b>

**FOOD SERVICE FUND:**

Heinemann, Tracey	Meal account refund	35.70	
Johnson, Chris	Meal account refund	141.35	
Lunchtime Solutions	Services	21,001.02	
Pulscher, Jean	Meal account refund	42.80	
Rice, Tamra	Meal account refund	21.95	
Saylor, Becky	Meal account refund	77.05	
Weber, Sara	Meal account refund	67.15	
Williams, Larry	Meal account refund	19.65	
	<b>TOTAL FOOD SERVICE FUND</b>		<b>21,406.67</b>

**DRIVERS EDUCATION FUND:**

BMO Procurement Card			
	Amazon	Supplies	47.97
Rivers Edge		Gasoline	112.52
Scalise, Wylie		Supplies	4.14
	<b>TOTAL DRIVERS EDUCATION FUND</b>		<b>164.63</b>

Total Field Trips & Sports Activities	\$	1,664.10
PPE/Sanitization	\$	473.59
Total Intown School Bus Trips	\$	-
Total Driver Down Time	\$	961.88
Fuel Surcharge	\$	932.88
<b>Total Monthly Invoice</b>	<b>\$</b>	<b>4,032.45</b>

1 of 9 Monthly

<b>General Transportation</b>	<b>Daily Miles</b>	<b>Annual Rate</b>
Total General Transportation	320	\$224,579.65

Field Trips & Sports Activities		Bus #	Miles	Rate	Total	Wait Hours	Rate	Total	Total
Date	Description								
5/1/21	Cancelled Sioux Falls- HW relays	1	0	\$ 2.58	\$ -	0.00	\$ 15.39	\$ -	\$ -
5/4/21	Volga- Track	11	72	\$ 2.58	\$ 185.76	6.00	\$ 15.39	\$ 92.34	\$ 278.10
5/6/21	Tri-Valley	1	80	\$ 2.58	\$ 206.40	5.50	\$ 15.39	\$ 84.65	\$ 291.05
5/8/21	Elk-Track	3	36	\$ 2.58	\$ 92.88	6.50	\$ 15.39	\$ 100.04	\$ 192.92
5/8/21	Elk-Track	1	36	\$ 2.58	\$ 92.88	5.50	\$ 15.39	\$ 84.65	\$ 177.53
5/10/21	Chester	1	55	\$ 2.58	\$ 141.90	5.00	\$ 15.39	\$ 76.95	\$ 218.85
5/13/21	Garretson	11	60	\$ 2.58	\$ 154.80	6.00	\$ 15.39	\$ 92.34	\$ 247.14
5/13/21	Garretson	1	60	\$ 2.58	\$ 154.80	6.00	\$ 15.39	\$ 92.34	\$ 247.14
5/20/21	Volga- Track	11	72	\$ 2.58	\$ 185.76	6.00	\$ 15.39	\$ 92.34	\$ 278.10
5/20/21	Volga- Track	2	72	\$ 2.58	\$ 185.76	6.00	\$ 15.39	\$ 92.34	\$ 278.10
5/31/21	Trent	3	30	\$ 2.58	\$ 77.40	4.00	\$ 15.39	\$ 61.56	\$ 138.96
<b>Totals</b>			<b>645</b>	<b>\$ 2.58</b>	<b>\$ 1,664.10</b>	<b>62.50</b>	<b>\$ 15.39</b>	<b>\$ 961.88</b>	<b>\$ 2,625.98</b>

	Hours Per	Number of
	Day/Cost Per	Days
PPE & Sanitization	\$ 237.60	12
Labor Cost	\$ 16.32	12
PPE Supplies	\$ 1.87	11
Labor Cost	\$ 217.80	11
PPE Other	\$ -	0
<b>Total</b>	<b>\$ 473.59</b>	

\* Intown School Bus Trip 30 Miles or Less

Date	Description	Miles	Number of Trips	Rate	Total	Wait Hours	Rate	Total
5/31/21	Cemetery	0	0	\$ 77.06	\$ -	0.00	\$ 15.39	\$ -
		0	0	\$ 77.06	\$ -	0.00	\$ 15.39	\$ -
		0	0	\$ 77.06	\$ -	0.00	\$ 15.39	\$ -
		0	0	\$ 77.06	\$ -	0.00	\$ 15.39	\$ -
<b>Totals</b>		<b>0</b>	<b>0</b>	<b>\$ 77.06</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ 15.39</b>	<b>\$ -</b>

Fuel Surcharge		Days	Miles	Total Miles
Routes		12	320	3,840
Sports/Field Trips Activities				645
Intown School Bus Service				4,485

Avg Price for Fuel	\$ 3.04
Contract Price	\$ 2.00
Difference	\$ 1.04
Mileage Rate	\$ 0.21
<b>Total Fuel Surcharge</b>	<b>Miles 4,485 \$ 0.21 \$ 932.88</b>

We reviewed our proposed Child Protection Policy-Report of Child Abuse or Neglect at our April Moody County Child Protection Team meeting. The only suggested revision was to add an additional phone number that FSST CPS can be reached at. Jessica Morson (FSST Office of Social Services Program Coordinator) and Christine Krogman (DSS Child Protective Services Supervisor) have reviewed and approved this policy to replace 6710 Child Abuse.

### **Current Policy**

**6710 CHILD ABUSE** Because of their regular contact with school-age children, school employees are in an excellent position to identify abused or neglected children. To comply with the law (SDCL 26-8-6, 26-8-6, 26-10-11 and 26-10-12) it is the policy of the Flandreau School District #50-3 that any teacher or other school employee who suspects that a child under 18 years of age has been neglected or physically abused (including sexual or emotional abuse) by any person including parent or other person, other than by accidental means, shall report orally or in writing to the Principal or Superintendent who shall then immediately report to the States Attorney or to the Department of Social Services or to the County Sheriff or to the City Police. The Principal or Superintendent shall inform the school employee initiating the action within 24 hours and in writing that the report has been made. The employees shall make the report directly to the proper authorities if the Principal or Superintendent fails to do so. The report shall contain the following information: name, address, and age of child; name and address of parent or caretaker; nature and extent of injuries or description of neglect; any other information that might help establish the cause of injuries or condition. School employees, including administrators shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or neglected or determine whether the child is in need of protection, only to report his or her suspicions of abuse or neglect.

### **Proposed Policy to Replace 6710 Child Abuse Policy**

#### ***Child Protection Policy - Report of Child Abuse or Neglect***

“Child abuse and neglect reports are made by individuals and people from a variety of professions and organizations. Any person may make a report, however, South Dakota State law requires the following persons, also referred to as mandatory reporters, to report suspected child abuse and neglect as defined in SDCL 26-8A-3. (Includes: School Counselors, School Officials, School Personnel, and Teachers)

Mandatory reporters have extensive contact with children on a daily basis. Oftentimes, a mandatory reporter is the first individual a child will disclose abuse or neglect to because of the close relationship and contact with the child. In turn, mandatory reporters are often the first to suspect child abuse or neglect because they recognize the behavioral changes and other signs that may indicate a child is being abused or neglected.

Failure by a mandatory reporter to report child abuse or neglect is a misdemeanor. The Division of Child Protection Services and law enforcement agencies are required by law to investigate reports of child abuse or neglect. Any person who knows or has reasonable cause to suspect a child has been physically or emotionally injured, neglected or sexually abused should report it immediately." (South Dakota Department of Social Services, 2020)

**The Flandreau Public School District recognizes cases in which adults may suspect instances of child abuse or neglect occurring. According to SDCL 26-8A-2, abused or neglected children are defined as:**

1. Whose parent, guardian or custodian has abandoned the child or has subjected the child to mistreatment or abuse;
2. Who lacks proper parental care through the actions or omissions of the parent, guardian or custodian;
3. Whose environment is injurious to his welfare;
4. Whose parent, guardian or custodian fails or refuses to provide proper or necessary subsistence, supervision, education, medical care or any other care necessary for his health, guidance, or well-being; or
5. Who is homeless, without proper care, or not domiciled with his parent, guardian or custodian through no fault of his parent, guardian or custodian;
6. Who is threatened with substantial harm;
7. Who has sustained emotional harm or mental injury as indicated by an injury to his intellectual or psychological capacity evidenced by an observable and substantial impairment in his ability to function within his normal range of performance and behavior, with due regard to his culture;
8. Who is subject to sexual abuse, sexual molestation or sexual exploitation by his parent, guardian, custodian or any other person responsible for his care;
9. Who was subject to prenatal exposure to abusive use of alcohol, marijuana or any controlled drug or substance not lawfully prescribed by a practitioner as authorized by chapters 22-42 and 34-20B;
10. Whose parent, guardian or custodian knowingly exposes the child to an environment that is being used for the manufacture, use or distribution of methamphetamine or any other unlawfully manufactured controlled drug or substance.

**If there is suspected abuse or neglect involving a child, the school employee as a mandated reporter:**

1. Must inform the building principal or school counselor before the end of the school day or if after school hours, right away the following school day. The building principal/school counselor will then notify the school resource officer/law enforcement, and any additional appropriate school administration and mental health staff.
2. School employees, including administrators shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or

neglected or determine whether the child is in need of protection, only to report his or her suspicions of abuse or neglect.

3. Must call the Department of Social Services (DSS): Child Protection Services (1-877-244-0864) if the student lives on state land or Flandreau Santee Sioux Tribal (FSST) Child Protection Services (605-997-5055 office number) or (605-864-0607 after hours) if the student lives on tribal land. This can be done on their own or with the aid of the building principal, school counselor, or SRO.
  - a. If this is an emergency of safety for the youth outside of business hours, call 911 or contact dispatch to ensure immediate safety of youth. (605-997-3630)
4. Information that will be needed for the report includes:
  - a. Name, address, date and place of birth of the child(ren).
  - b. Name and address of the child's parents, guardian, custodian or responsible persons.
  - c. Date of the report.
  - d. Suspected or proven instances of child abuse or neglect.
5. Must keep the information that the student shared confidential.
6. The school counselor will collaborate with administration, Child Protection Services, and law enforcement on the next steps for the student.
7. If necessary for the student's care, the building principal and/or school counselor will share concerns with the student's teacher(s)/support staff. Any information shared must be kept confidential.
8. If there is shared custody, the building principal and/or school counselor will use their best judgement in favor of the safety of the child when determining notification of the other parent/guardian.

**All Flandreau Public School District employees must complete Mandatory Reporter Training within the first month of employment.** This can be done through the South Dakota DSS website. Upon successful completion of the training, a certificate of completion must be submitted to the employee's supervisor

A refresher training will be done for all staff each year within the first month of school. This can be done by DSS CPS, FAST CPS, or the FPS Mental Health Team.

GENERAL FUND BUDGET

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022	Variance
1110	Taxes - (combined w/state aid for prelim. budget)	1,148,190	1,129,716	(18,474)
1120	Prior Yr Ad Valorem Taxes	14,000	14,000	-
1130	Tax Deed Revenue	-	-	-
1140	Utility Taxes (Telephone, Electric Gross Receipts)	89,000	89,000	-
1180	Other - Taxes Paid in Advance	-	-	-
1190	Penalties/Interest on Taxes	4,300	4,300	-
1510	Investment Earnings	5,000	500	(4,500)
1710	Cocurricular - Admissions	20,000	20,000	-
1730	Cocurricular - Pupil Organizations	2,200	2,200	-
1740	Co-curricular - Rentals (Band)	1,300	1,300	-
1790	Co-curricular - Other (Entry Fees)	1,100	1,100	-
1910	Rentals (Commons, gym, etc)	1,200	1,200	-
1920	Contributions & Donations	-	4,500	4,500
1973	Medicaid Indirect Administration Services	18,000	21,000	3,000
1990	Other	10,000	11,000	1,000
1999-xxx	Other (Tec Web carryover)	-	-	-
1999-999	Other - E Rate (telecommunications)	-	-	-
1999-401	Other - Perkins grant	8,000	8,000	-
1999-xxx	Other - AR, Library (carryover)	3,500	3,500	-
1999-113	Other - Laptops	5,000	4,000	(1,000)
1999-690	Other - Yearbooks	1,500	1,500	-
2110	County Apportionment	110,000	110,000	-
3111	State Aid	3,123,062	3,178,532	55,470
3111	State Aid (one-time funds)	-	60,797	60,797
3112	State Apportionment	76,000	80,000	4,000
3114	Bank Franchise Tax	29,000	30,000	1,000
3125	Mentor Teachers (PSII, PSIII, Stdnt. Teach)	10,000	10,000	-
4142-409	Title VI Native American Education	49,352	49,352	-
4151	Other - Fruit/Vegetable grant	15,000	16,000	1,000
4151-999	ESSER Cares Act (COVID grant)	115,423	-	(115,423)
4153-404	Title IV (Expendure in Title I)	17,459	15,160	(2,299)
4158-493	Title I Part A (84.010)	130,667	129,414	(1,253)
4158-495	Title I Focus Grant 1003a	-	-	-
4159-402	Title II Part A (CSR) (84.367)	38,233	42,003	3,770
4160-403	Title III ELA Grant	-	-	-
4190-998	ESSER II Grant	-	276,763	276,763
5110	Transfer from Impact Aid Fund (Title VII)	264,367	283,820	19,453
	Cash applied	2,497	2,008	(489)
5110	Transfer in from Capital Outlay	300,000	300,000	-
				-
	<b>TOTAL MEANS OF FINANCE</b>	<b>5,613,350</b>	<b>5,900,665</b>	

5,900,665 Revenue

(5,900,665) Expenditures

(0)

## GENERAL FUND BUDGET

## EXPENDITURES

FUNCTION	SOURCES	2020-2021	2021-2022	Variance
1111	Elementary (K-4) (includes Title IIA)	1,166,015	1,254,135	88,120
1112	Elementary (Jump Start - summer)	-	23,500	23,500
1121	Middle School (5-8)	796,191	880,454	84,263
1122	Middle School (summer)		20,800	20,800
1131	Secondary (9-12)	870,910	900,211	29,301
1132	High School (summer)		20,800	20,800
1273-473	Title I	266,677	273,259	6,582
1273-495	Title I Focus Grant	-	-	-
2113-409	Title VII Native Am Ed Coordinator	54,014	55,869	1,855
2122	Guidance Services	201,865	209,292	7,427
2132	Nursing Services - screenings			
2134	Nursing Services - individual services	6,100	7,100	1,000
2212	Instructional Staff Training	6,820	6,820	-
2213	Instructional Staff Training	58,878	25,816	(33,062)
2214-495	Title I Focus Grant Professional Dev	-	-	-
2222	School Library Services	96,962	107,220	10,258
2227	Technology In School	107,659	108,824	1,165
2311	Board of Education Services	41,340	40,640	(700)
2314	Election Services	2,900	2,900	-
2315	Legal Services	5,000	5,000	-
2317	Audit Services	10,500	11,300	800
2321	Office of Superintendent Services	137,560	139,788	2,228
2329	Other - Cooperative Services	-	-	-
2490	Other - Medicaid Adm Services	2,700	3,000	300
2410	Office of the Principal Services	355,569	375,872	20,303
2529	Fiscal Services	150,316	151,322	1,006
2542	Operation/Maintenance of Plant	686,700	697,116	10,416
2543	Care & Upkeep of Grounds Services	15,750	14,000	(1,750)
2544	Care & Upkeep of Equipment Services	22,000	20,000	(2,000)
2545	Vehicle Servicing & Maintenance	6,500	6,500	-
2546	Security Services (SRO)	45,000	45,000	-
2555	Contracted Bus Services	200,000	200,000	-
2562	Fruit/Veg Grant	15,000	16,000	1,000
4500	Early Retirement	-	-	-
6100	Male Co-Curricular Activities	68,894	68,959	65
6200	Female Co-Curricular Activities	47,572	45,850	(1,722)
6900	Combined Co-Curricular Activities	98,958	95,820	(3,138)
6510	Co-Curricular Transportation	44,000	42,500	(1,500)
7000	Contingencies (budget only)	25,000	25,000	-
	<b>TOTAL EXPENDITURES</b>	<b>5,613,350</b>	<b>5,900,665</b>	<b>287,315</b>

CAPITAL OUTLAY FUND

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
1110	Ad Valorem Taxes	1,508,000	1,650,000
1120	Prior Yr Ad Valorem Taxes	10,000	10,000
1190	Penalties/Interest on Taxes	750	750
1510	Interest	6,500	200
1943	Other school's share	-	-
4190-998	ESSER II	-	125,000
723	Donation (Youth WR - rec'd prior yr	-	-
	Cash applied	-	-
<b>TOTAL MEANS OF FINANCE</b>		<b>1,525,250</b>	<b>1,785,950</b>

EXPENDITURES

		2020-2021	2021-2022
1111	Elementary	138,350	281,350
1121	Middle School	108,500	179,450
1131	Secondary	104,750	190,850
2222	Library Services	15,400	20,500
2321	Office of Superintendent		600
2410	Principal Services	700	-
2529	Fiscal Services	7,550	7,695
2535	Construction Services	195,000	-
2542	Maintenance Equipment	165,900	212,900
2543	Grounds	22,600	49,500
2544	Equipment	7,000	-
2555	Transportation	34,000	34,000
5000	Debt Services	396,500	420,500
6100	Male activities	19,400	16,900
6200	Female activities	3,600	7,400
6900	Co-curricular activities	6,000	35,550
8XXX	Transfer to General Fund	300,000	300,000
<b>TOTAL EXPENDITURES</b>		<b>1,525,250</b>	<b>1,757,195</b>
			<b>28,755</b>



SPECIAL EDUCATION FUND  
MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
1110	Taxes (combined w/state aid for prelim. budge	907,815	793,475
1120	Prior Yr Ad Valorem Taxes	5,000	35,000
1190	Penalties/Interest on Taxes	1,000	500
1510	Investment Earnings	50	10
1941	LEAs Within SD (share of director)	50,000	50,000
1941	LEAs Within SD (share of transportatio	10,000	-
1972	Medicaid Direct Services	55,000	65,000
1973	Medicaid Indirect Adm. Services	3,300	6,000
3121	State Aid - Exceptional Children	235,361	421,313
3129	State Aid - ECF funds (estimated requere	284,652	452,048
4111	Title VIII (PL 874 Impact Aid)	9,567	20,000
4175	IDEA, Part B, Section 611 (84.027)	167,342	167,342
4186	IDEA, Section 611 Preschool (84.173)	5,170	5,170
5110	Transfer In		
	Cash applied/other	-	-
<b>TOTAL MEANS OF FINANCE</b>		1,734,257	2,015,858

EXPENDITURES

1221	Mild to Moderate Disabilities	646,139	751,412
1222	Severe Disabilities	47,560	47,560
1223	OOD - Day Programs	291,000	384,000
1224	OOD - Residential Programs	23,500	30,000
1226	Early Childhood Programs	39,797	40,570
1227	Prolonged Assistance Programs	10,290	10,537
2129	Counseling Services	-	-
2134	Nursing Services	25,000	49,000
2142	Psychological Testing Services	81,475	94,094
2152	Speech Therapy Services	241,342	249,231
2162	Audiological services	-	-
2171	Physical Therapy Services	38,000	35,000
2172	Occupational Therapy Services	82,000	95,000
2182	Orientation and Mobility Services	-	-
2213	Improvement of Instruction	2,000 **	2,000
2710	Cooperative Education	112,354	112,404
2730	Pupil Transportation	-	-
2732	Serious Emot. Disturb. Travel	-	-
2733	Cognitive Disability Travel	50,000	23,000
2735	Specific Learning Disabled Travel	-	-
2736	Multiple Disabilities Travel	40,000	36,000
2739	Deafness Travel	-	-
2740	Speech Travel	800	800
2742	Autism Travel	-	41,000
2744	Preschool 3-5 Travel	2,500	3,500
2745	Early Intervention 0-2 Travel	500	750
2752	ODP - Emotional Disb Services	-	10,000
2756	ODP - Multiple Disb Services	-	-
<b>TOTAL EXPENDITURES</b>		1,734,257	2,015,858

IMPACT AID FUND (Title VII)

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
4111	Title VII Impact Aid (84.041)	264,367	283,820
	Cash applied	<u>-</u>	<u>-</u>
	<b>TOTAL MEANS OF FINANCE</b>	<b>264,367</b>	<b>283,820</b>

EXPENDITURES

FUNCTION		2020-2021	2021-2022
8110	Transfer to General Fund	264,367	283,820
8110	Transfer to General Fund	<u>-</u>	<u>-</u>
	<b>TOTAL EXPENDITURES</b>	<b>264,367</b>	<b>283,820</b>

BOND REDEMPTION FUND

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
1110	Ad Valorem Taxes	271,300	-
1510	Investment earnings	<u>-</u>	<u>-</u>
<b>TOTAL MEANS OF FINANCE</b>		<b>271,300</b>	<b>-</b>

EXPENDITURES

		2019-2020	2020-2021
5000-611	Bond principal - Series 2010/2015	265,000	-
5000-612	Bond interest - Series 2010/2015	5,300	-
5000-613	Bond agent fees	<u>1,000</u>	<u>-</u>
<b>TOTAL EXPENDITURES</b>		<b>271,300</b>	<b>-</b>

\*\*\*Bond final maturity 7-1-2021

FOOD SERVICE FUND

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
1510	Investment earnings	2,500	50
1600	Sales (student, adult, other)	177,247	33,452
1690	Misc.	1,275	1,275
3810	State reimbursements	2,500	2,500
4810	Federal reimb. (10.553, 10.555)	214,750	365,016
4820	Donated food - federal (10.550)	21,350	29,200
	Cash applied	<u>31,533</u>	<u>30,364</u>
	<b>TOTAL MEANS OF FINANCE</b>	<b>451,155</b>	<b>461,857</b>

EXPENDITURES

2562 FOOD SERVICE PROGRAM		2020-2021	2021-2022
	100 Salaries		
	114 Cashiers	18,500	24,000
	120 Substitutes	600	600
	140 Sick leave	75	75
	200 Benefits		
	210 Social Security	1,350	1,850
	220 Retirement	1,080	1,440
	230 Insurance	8,000	8,500
	300 Purchased Services		
	319 Contracted food management	351,500	347,492
	323 Repairs	5,000	5,000
	400 Supplies		
	411 Supplies	3,500	3,500
	462 Commodities used	21,350	29,200
	500 Equipment		
	549 Equipment	35,000	35,000
	640 Dues/fees		
	640 Fees	700	700
	900 Depreciation expense		
	910 Depreciation	<u>4,500</u>	<u>4,500</u>
	<b>TOTAL FOOD SERVICE EXPENDITURES</b>	<b>451,155</b>	<b>461,857</b>

ENTERPRISE FUND (Driver's Education)

MEANS OF FINANCE

FUNCTION	SOURCE	2020-2021	2021-2022
1331	Student fees	<u>9,000</u>	<u>9,000</u>
<b>TOTAL MEANS OF FINANCE</b>		<b>9,000</b>	<b>9,000</b>

EXPENDITURES (Driver's Education)

3900 DRIVERS EDUCATION PROGRAM		2020-2021	2021-2022
100 Salaries			
	111 Salary	5,600	5,600
200 Benefits			
	210 Social Security	400	400
	220 Retirement	300	300
300 Purchased Services			
	323 Repairs	700	700
400 Supplies			
	411/413 Supplies	<u>2,000</u>	<u>2,000</u>
<b>TOTAL DRIVERS ED. EXPENSE</b>		<b>9,000</b>	<b>9,000</b>

**Agenda item "VII (c)" - authorize SUPPLEMENTAL BUDGET as follows:**

**Capital Outlay Expenditures**

2533	Architect Services	\$	4,000	
2535	Building Construction	\$	4,500	*purchase of new door intercom systems
2544	Upkeep of Equipment	\$	5,600	*copier not purchased in prior year

**Capital Outlay Fund Means of Finance**

723	Cash reserves		\$	14,100
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**Special Education Expenditures**

2143	Psychological Counseling Services	\$	10,000	**all SE expenses were accounted for
2213	Instructional Staff Training	\$	4,400	in other budget functions
2736	Transportation	\$	4,000	
2744	Preschool transportation	\$	500	

**Special Education Fund Means of Finance**

3129	Extraordinary Cost Funds		\$	18,900
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**Agenda item "VII (d)" - authorize BUDGET TRANSFER as follows:**

General Fund		\$	264,367	
Impact Aid Fund				\$ 264,367
General Fund		\$	300,000	
Capital Outlay				\$ 300,000

**Agenda item "VII (e)" - authorize CONTINGENCY TRANSFERS as follows:**

**General Fund Expenditures**

1111	Elementary	\$	3,500	
1112	Jump Start	\$	200	
1122	Summer School	\$	200	
1131	High School	\$	4,000	
2542	Operation & Maintenance	\$	17,100	
		\$	25,000	Total

OLD

## 6755 Title-IX Grievance Procedure

### I. Definitions

**Grievance:** Grievance means a complaint alleging any action, policy, procedure, or practice, which would be prohibited by Title IX.

**Title IX:** Title IX means Title IX of the Education Amendments of 1972, the implementing regulation, and any memoranda, directives, guidelines, or subsequent legislation that may be issued or enacted.

**Grievant:** Grievant means a student or employee of Flandreau School District who submits a grievance relevant to Title IX or an individual or group submitting a grievance relevant to Title IX or an individual or group submitting a grievance in behalf of a student(s) or employee(s).

**Flandreau School District:** Any reference to Flandreau School District means any school, department, or subunit or program operated by Flandreau School District.

**Title IX Coordinator:** Title IX Coordinator means the employee(s) designated to coordinate the Flandreau District's efforts to comply with and carry out its responsibilities under Title IX and the Title IX implementing regulation.

**Respondent:** Respondent means a person alleged to be responsible, or who may be responsible for the Title IX violation alleged in a grievance. The term may be used to designate persons with direct responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the grievance.

**Grievance Answer:** Grievance answer means the written statement of the respondent regarding the grievance allegation and possible corrective action.

**Grievance Decision:** Grievance decision means the written statement of the Title IX Coordinator of his/her findings regarding the validity of the grievance allegation and the corrective action to be taken.

**Day:** Day means a working day; the calculation of days in grievance processing shall exclude Saturdays, Sundays, and holidays.

**Corrective Actions:** Corrective action means action which is taken by the Flandreau School District to eliminate or modify any policy, procedure, or practice found to be violation of Title IX and/or to provide redress to any grievant injured by the identified violation.

### II. Filing of Grievances

**Eligibility for Filing:** Any student or employee, or any individual or group acting in behalf of a student or employee may file any grievance with the Title IX Coordinator.

**Pre-grievance Meetings:** Prior to the filing of a written grievance, the grievant(s) may request a pre-grievance meeting with the respondent alleged to be directly responsible for the Title IX violation and/or persons with immediate supervisory authority related to the grievance. These persons shall make reasonable efforts to meet any student or employee to discuss Title IX matters that the students or employees may wish to bring to their attention. Such a pre-grievance meeting shall be at the option of the grievant(s); It shall not be a precondition for the submission of a written grievance.

**Grievance Filing:** Grievance filed with the Title IX Coordinator shall be, in writing, and provide the following information: name and address of grievant(s); nature and date of alleged violation; names of persons responsible for the alleged violation (where known); requested relief or corrective action (specification of desired relief shall be the option of the grievant); and any background information the grievant believes to be relevant (e.g., names of other persons affected by the violation, etc.).

**Grievance Forms:** Grievance forms may be obtained from the Title IX Coordinator. The grievant shall have the right to request assistance from any individual, group, or organization to assist in the preparation of the form or in the filing of the grievance.

**Time Limit for Grievance Filing:** A grievance must be filed within 60 days of the occurrence of the alleged Title IX violation.

### III. Level I Grievance Processing

**Notification of Respondents:** Within five (5) days of the filing of the grievance, the Title IX Coordinator shall notify the respondent(s) of the grievance and of his/her responsibility for a submission of a written grievance answer within five (5) days after receipt of the grievance notification.

**Respondent's Grievance Answer:** The grievance answer, which must be submitted within five (5) days upon receipt of the notification, shall 1) confirm or deny each fact alleged in the grievance; 2) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.

**Title IX Coordinator Grievance Decision:** Upon receipt of the grievance answer, the Title IX Coordinator will review the grievance and the grievance answer and conduct any investigation necessary to determine the grievance decision, within five (5) days of receipt of the grievance answer. The decision shall:

Confirm or deny each fact alleged in the grievance and in the respondent's answer.

Indicate acceptance or rejection of any redress specified by the grievant or respondent; or

Indicate that there will be a hearing on the grievance before rendering a decision.

### D. Response to Grievance Decision

**Grievant(s):** Within five (5) days of receipt of the grievance decision, the grievant(s) must accept or reject, in writing, the decision.

**Respondent(s):** No later than five (5) days after the receipt of the grievance decision, the grievant(s) must accept or reject, in writing, the decision.

**Non-response to the Grievance Decision:** If either the grievant or respondent does not respond within five (5) days, in writing, any action specified in the grievance decision shall be taken and the grievance shall be considered closed, unless it is a hearing that is required by the Title IX Coordinator.

### E. Nature of Level I Hearing - A hearing shall be conducted in two circumstances:

The Title IX Coordinator determines that the information provided in the writing grievance and grievance answer is insufficient to permit the rendering of a grievance decision; or

Either the grievant or respondent is dissatisfied with the written grievance decision of the Title IX Coordinator.

Its purpose shall be to encourage free and informal discussion of grievance issues between the grievant, respondent, and Title IX Coordinator shall attempt to ensure confidentiality when requested.

**Scheduling of Hearing -** A hearing shall be scheduled by the Title IX Coordinator within five (5) days of the receipt of a request for such hearing from the grievant or respondent. If the request is from the Title IX Coordinator, it will be scheduled within five (5) days after the time period the grievant and respondent have to respond.

**Persons present at the Hearing -** Persons present at the hearing shall include the grievant and respondent, their witnesses, and the Title IX Coordinator will moderate and determine the procedures of the hearing.



H. Hearing Decision - The decision will be rendered by the Title IX Coordinator within five (5) days after the hearing. The written Decision will include a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant and the respondent.

#### I. Response to the Level I Hearing Decision

The grievant and respondent will have ten (10) days to respond to the hearing decision, in writing, of acceptance or rejection. If either rejects the hearing decision, they must indicate, in writing, of their intent to appeal to Level II.

In case there are no responses from both grievant and respondent, any corrective action specified in the hearing decision shall be taken and the grievance will be recorded as closed.

#### IV. Level II Grievance Processing

##### Scheduling of Level II Hearing

No later than five (5) days after the receipt of the written appeal, the Title IX Coordinator will schedule the time, place, and minimum duration of the Level II hearing and notify the grievant and respondent.

The Superintendent or designated representative, will act as the Level II hearing officer.

The Title IX Coordinator will ensure that all parties have access to the same information relevant to the grievance.

Persons present at the Hearing - Persons present at the hearing shall include the grievant and respondent, any grievance witnesses, the Hearing Officer, and the Title IX Coordinator who shall act as recorder.

##### Procedures for the conduct of Level II Hearing

Time allocations: The Title IX Coordinator will ensure that both parties have equal amounts of time. Time utilized in hearing and responding to any questions posed by the hearing officer shall not be charged against the time allocation of either party.

Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.

Questioning of witnesses: Formal rules of evidence shall not be applied at the Level II hearing. The grievant and the respondent -shall have the right to use their allocated time to ask questions of any person participating at the hearing.

Level II Hearing Decision - No later than five days after the Level II Hearing Officer shall issue a written decision, which includes a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent, and the Title IX Coordinator.

##### Response to the Level II Hearing Decision

The grievant and respondent will have ten (10) days to respond to the hearing decision, in writing, of acceptance or rejection. If either rejects the hearing decision, they must indicate, in writing of their intent to appeal to Level III.

In case there are no responses from both the grievant and respondent, any corrective action specified in the hearing decision shall be taken and the grievance will be recorded as closed.

## Level III Grievance Processing

### Scheduling of Level III Hearing

No later than five (5) days after the receipt of the written appeal, the Title IX Coordinator will schedule the time, place, and minimum duration of the Level III hearing and notify the grievant and respondent.

The Hearing Officers shall be the governing board of the Flandreau School District.

The Title IX Coordinator will ensure that all parties have access to the same information relevant to the grievance.

Persons present at the Hearing - Persons present at the hearing shall include the grievant and respondent, and their representatives, and any grievance witnesses, the Hearing Officers, and the Title IX Coordinator who shall act as recorder. Hearings shall not be open to other persons unless requested or approved by the grievant.

Procedures for Level III Hearing will be similar to those for Level II.

Level III Hearing Decisions - No later than five (5) days after the Level III Hearing Officers shall issue a written decision, which includes a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. All Level III hearing decisions shall be based on a majority vote by the governing board. Copies of the decision shall be sent to the grievant, the respondent, and the Title IX Coordinator.

Response to the Level III Hearing Decision:

The grievant and respondent will have ten (10) days to respond to the hearing decision, in writing, of acceptance or rejection.

In case there are no responses from both the grievant and respondent, any corrective action specified in the hearing decision shall be taken and the grievance will be recorded as closed.

Completion of Level III Grievance Processing - With the close of Level III grievance processing, the grievant has exhausted the grievance processing available in the Flandreau School District.

## General Provisions

Grievant's Right to Information - A grievant may request access to information and records in the possession of the Flandreau School District which may bear upon the validity of grievance. If such requested information requires information, which is not reasonably related to the complaint or is unduly burdensome expenditure of resources by the agency/institution, such request may be refused provided that the Information Is not submitted and evidence by the respondent(s), and that this refusal is considered during the grievance hearing. In order to protect the privacy of person not directly involved in the grievance proceeding, the Flandreau School District shall reserve the right to expunge names and any identifying Information not directly relevant to the substance of the grievance from any information or records supplied to the grievant.

### Grievant's Right to Assistance

Right to assistance - The Flandreau School District shall provide assistance to grievants, including access to copies of the Flandreau regulation, related guidelines, memoranda, and other relevant materials supplied the district by the Federal government as well as access to public grievance records. In addition, the Title IX Coordinator shall provide consultation and assistance in the Interpretation of such information and the use of this grievance procedure.

### Confidentiality of Grievance Processing

Confidentiality of proceedings - The grievant(s) shall determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.

Confidentiality of file records - A grievant(s) and respondent(s) shall have the right to close his/her grievance record to the public. Should the grievant decide that the grievance record shall be open to the public, she/he shall have the additional right to have any matter, which directly or indirectly identifies the grievant removed from all grievance records or documents open to the public. No record of the grievance shall be entered in the personal file of any student or employee.

Prohibition of Harassment - No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having assisted others in the utilization of the grievance process.

Role of the Title IX Coordinator - It is the primary responsibility of the Title IX Coordinator to ensure the effective installation, maintenance, processing, record keeping, and notification required by the grievance procedure.

Training of Grievance Hearing Officers - All persons designated as grievance hearing officers shall receive training regarding Title IX regulatory requirements and nondiscrimination precedents, and the basic principles and operation of this grievance procedure. This training shall be arranged by the Title IX Coordinator. The Title IX Coordinator shall also provide continuing to hearing officers regarding Title IX requirements and the implementation of this procedure.

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE</sup>  
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JORDAN JOHNSON <sup>NE</sup>  
TYLER COVERDALE <sup>SD</sup>  
SHARI RUSSELL, Paralegal

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## MEMORANDUM

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TO: Board of Education  
Superintendent Rick Weber  
Principal Nichole Herzog

FROM: KSB School Law

DATE: May 27, 2021

RE: Title IX Policy and Forms

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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

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"*

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*

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](mailto:ksb@ksbschoollaw.com).



*New*

**3057**  
**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.

## **SCHOOL RESOURCE OFFICER AGREEMENT**

WHEREAS, the South Dakota Codified Laws, Chapter 1-24 as amended (the Joint Powers Act) 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.

WHEREAS, The City of Flandreau and the Flandreau School District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the School District. Therefore, the City and School District agree as follows:

WHEREAS, the Flandreau Police Department has general jurisdiction with the City of Flandreau, including the Flandreau School District campuses and adjoining streets and highways; and

This Agreement is made by and between the City of Flandreau, South Dakota and Flandreau School District 50-3 as follows:

1. The City of Flandreau (hereinafter the "City"), agrees to provide and manage a School Resource Officer (hereinafter the "SRO") Program for Flandreau School District 50-3, (hereinafter the "School District"). This program shall consist of one (1) full-time School Resource Officer. The School District agrees to pay the City Seventy-Five Percent (75.00%) for the annual wages of the SRO.
2. The Flandreau Police Department shall provide one (1) certified law enforcement officer to be assigned specifically to the Flandreau School District to engage in general law enforcement activities. The Police Department and the School District 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 in the judgement of the Chief of Police.
3. All Police Officers assigned pursuant to the contract shall be sworn Officers with the Flandreau Police Department, be certified to meet the minimum standards of training for a law enforcement officer as provided by the statute of the South Dakota Commission of Law Enforcement Officers Standards and Training, and shall be subject to other training as deemed appropriate by the Chief of Police. At all times said Police Officer shall be subject to and obey the standards and procedures as set forth by the City of Flandreau and the Flandreau Police Department.

4. The Police Officer assigned according to the Agreement shall keep accurate reports and follow the normal reporting methods of the Flandreau Police Department.
5. This Agreement shall be for a period of one (1) year. Each party shall give 90 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.
6. Notices under this agreement shall be sent to the following parties:

For Flandreau School District:  
Superintendent Rick Weber  
600 West Community Drive  
Flandreau, SD 570289

For the City of Flandreau:  
Police Chief Zach Weber  
200 N. Crescent Street  
Flandreau, SD 57028

7. The Police Department 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. on normal school days, but times and days may vary as required.
8. It is understood that no coverage will be provided, other than citywide police coverage on the holidays that are observed by the School District. It is also understood that no coverage will be provided other than citywide police coverage, from after the conclusion of spring classes to one week prior to the start of fall classes, unless otherwise requested by the School District.
9. Compensation shall be paid monthly by the School District to the City. The city will invoice the school monthly for the payment.
10. The City 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 dollars (\$1,000,000) for any acts or omissions that occur or claims that arise during the term of this Agreement. The City agrees to hold the School District, its agents and employees free, harmless and indemnified 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 from the SRO Program. The Flandreau School District shall hold harmless and indemnify the City of Flandreau and the Flandreau Police Department, including its Officers, employees and agents, from and against any and all claims, lawsuits, causes of action, and losses resulting from or related to any action or omission of



any Flandreau Public School employee working in conjunction with the SRO Officers employed under this Agreement.

11. The School District agrees to provide all information to the Police Department requests that is needed, that is not specifically prohibited by FERPA (20 U.S.C. 1232 et. seq.) in the course of the Police Department's regular job duties. The parties agree that the Flandreau School District may supply demographic and contact information to the City 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:

\_\_\_\_\_  
Dan Sutton, Mayor  
City of Flandreau

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jeff Pederson, City Administrator  
City of Flandreau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Stenger, Board President  
Flandreau School District 50-3

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Weber, Superintendent  
Flandreau School District 50-3

\_\_\_\_\_  
Date

## MEAL ACCOUNT POLICY

The Flandreau School District offers a breakfast and lunch program to all students in grades K-12 who wish to participate. The Flandreau School District's policy regarding meal accounts is as follows:

- Meal accounts are set-up as Family Accounts.
- Each student has an individual account number.
- Meal money must be received by 10:00 a.m. at the student's school.
- To ensure proper credit to the account, the students' lunch account number should accompany payments.
- All families are encouraged to apply for the free and reduced meal program. Applications are available in all school offices.

The Flandreau School District will follow and enforce the below procedure.

- An automated email notification will be made when a family account balance reaches \$10.00 or below.
- Students with a family account that is **negative \$10.00** will be given a written and/or verbal reminder to bring meal money. *\* no amount listed, just say "negative"*
- Students with a family account that is **negative \$15.00** will not be allowed to purchase extra entrees or milk until the family account has been paid. Notice will be provided to the student.
- Students with a family account balance that is a **negative \$40.00** will have their account **closed**.
  - K-12 students will be offered an "alternative meal" for lunch which consists of a sandwich, fruit or vegetable and milk for up to three (3) consecutive days. Beginning on the 4<sup>th</sup> day, a meal will not be provided, until the account is paid. Students can receive the alternative meal a maximum of six (6) days during the school year. When a student has used all alternative meals, he/she will not be provided food by the school district.
  - An "alternative meal" is NOT available for breakfast, therefore breakfast will not be served to the student.
- If a student has been approved for free meals, he/she will still be able to receive a school breakfast or lunch, but NO extra entrées or extra milk will be allowed if there are not sufficient funds in the meal account per meal account policy.
- Families are encouraged to review meal accounts with their children and set any limits necessary. School and food service personnel are not responsible for enforcing family personally set limits.
- If a child has money to purchase a reduced price or paid meal at the time of the meal service, the child will be provided a meal. The school may not use the child's money to repay previously unpaid charges if the child intended to use the money to purchase that day's meals.
- Parents and/or students can check their account balance by calling the District Central Office at 997-3263 or via the school's website.
- Checks can be written or cash can be submitted as payment to a family's meal account. To insure proper credit to the account, the student's name and account number should be written on the check. If paying with cash, please enclose the cash in a sealed envelope with the student's name on the envelope. Please make all checks payable to the Flandreau School District. We are not responsible for lost, unidentified, or stolen cash or checks.
- Payments may also be submitted by credit card, debit card or echecks. If you are interested in submitting payments via credit card, debit card or echecks, please contact Brenda Whipkey, Administrative Assistant or Stacey VanBeek, Business Manager at 997-3263.
- After thirty (30) days of any negative balance, collection procedures will be initiated.