

Tentative Agenda
Monday, June 10, 2019
6:00 pm

Flandreau School Board
Middle School Conference Room

- I. PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. COMMUNICATION -- Recognition of visitors
 - a. Superintendent's report.
 - b. Open forum *
 - c. Disclosure/Conflict of Interest.
- IV. CONSENT AGENDA
 - a. Approval of minutes, financial statements and bills.
- V. OLD BUSINESS
 - a. Review of the 2019-2020 budgets
 - b. Discussion and approval of the 2019-2020 Capital Outlay budget.
- VI. NEW BUSINESS
 - a. Set the 2019-2020 budget hearing for July 8, 2019 at 6:00 pm.
 - b. Discussion and approval of 7th grade advanced math class and SD Virtual School.
 - c. Discussion on renaming the football/track complex.
 - d. Discussion and approval of handbook changes.
 - e. Discussion and approval of health service contract with Avera Flandreau Hospital.
 - f. Review of Policy 6720 – Tobacco Free Policy.
 - g. Discussion and approval of stipends.
 - h. Discussion and approval of supplemental budget.
 - i. Discussion and approval of transfer of funds per budget.
 - j. Discussion and approval of contingency budget.
 - k. Approval of resignations.
 - l. Executive Session according to SDCL 1-25-2 (1), (3) and (4).
 - m. Discussion and approval of new hires.
 - n. Discussion and approval of Student Transportation Services with Harlow's.
 - 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 13, 2019

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Middle School conference room at 6:00 p.m. Board members Kari Burggraff, Kevin Christenson, Darren Hamilton, Jamie Hemmer, Brian Johnson, Kelly Kontz, and Tom Stenger were present. Superintendent Rick Weber and Principals Nichole Herzog, Brian Relf, and Jay Swatek were also present.

The Pledge of Allegiance was recited.

05-145.19 Motion by Johnson, seconded by Hemmer to approve the agenda. All voted aye.

Visitors to the meeting: Becky Cramer, Susan Damm, Laura Drietz, Kathy Heinemann, Vanessa Merhib, Lucinda O'Connell, Jean Pulscher, Walter Southwood, Michelle Ten Eyck, Brenda Wade Schmidt, Brenda Whipkey,

Superintendent's and principals' reports were given.

Open forum – Michelle Ten Eyck addressed the Board with various concerns she has with the school.

05-146.19 Motion by Christenson, seconded by Burggraff to approve the consent agenda consisting of minutes for the regular meeting on April 8, 2019; the financial reports as of April 30, 2019; the bills in the amount of \$59,891.41 be allowed from General Fund; \$168,489.03 be allowed from Capital Outlay Fund; \$63,894.93 be allowed from Special Education Fund; \$28,062.91 be allowed from Food Service Fund. All voted aye.

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

The Board discussed the financial support request from the Boys and Girls Club. No action was taken.

05-147.19 Motion by Christenson, seconded by Hemmer to cast a "yes" vote for SDHSAA Amendment #1. All voted aye.

05-148.19 Motion by Johnson, seconded by Kontz to cast a vote in favor of Mark Murphy for the SDHSAA Large School Group Board of Education representative. All voted aye.

05-149.19 Motion by Burggraff, seconded by Christenson to cast a vote in favor of Barry Mann for the SDHSAA Native American At-Large representative. All voted aye.

05-150.19 Motion by Burggraff, seconded by Kontz to cast a vote in favor of Dan Aaker for the SDHSAA West River At-Large representative. All voted aye.

05-151.19 Motion by Hemmer, seconded by Burggraff to approve the following stipends: SDSU TTL supervisory: Amanda Ahrens \$100, Josh Christiansen \$400, Laura Drietz \$100, Stephanie Henry \$400; Teacher of the Year: Heather Beltman \$200, Kristi Fischer \$200, Trish Hess \$200; Family Math Night: Susan Damm \$50, Amber DeWeerd \$50, Elisabetta Giomo-James \$50. All voted aye.

05-152.19 Motion by Burggraff, seconded by Kontz to accept the resignation of Adriane Voisin, speech therapist, at the end of the 2018-2019 school year. All voted aye.

05-153.19 Motion by Hemmer, seconded by Christenson to accept the resignation of Cassandra Hahn, kindergarten teacher, at the end of the 2018-2019 school year. All voted aye.

05-154.19 Motion by Burggraff, seconded by Kontz to accept the resignation of Elisabetta Giomo-James, Title VI Coordinator, at the end of the 2018-2019 school year. All voted aye.

05-155.19 Motion by Johnson, seconded by Hemmer to accept the resignation of Stephanie Henry, first grade teacher, at the end of the 2018-2019 school year. All voted aye.

05-156.19 Motion by Burggraff, seconded by Hemmer to accept the resignation of Jennifer Voelker, high school special education teacher, at the end of the 2018-2019 school year. All voted aye.

05-157.19 Motion by Kontz, seconded by Christenson to accept the resignation of Justin Kelm, assistant golf coach, at the end of the 2018-2019 school year. All voted aye.

05-158.19 Motion by Christenson, seconded by Johnson to accept the resignation of Sarah Hemmer, paraprofessional, at the end of the 2018-2019 school year. All voted aye.

05-159.19 Motion by Hemmer, seconded by Burggraff to accept the resignation of Jazmyn Calderon, paraprofessional, at the end of the 2018-2019 school year. All voted aye.

05-160.19 Motion by Johnson, seconded by Christenson to accept the resignation of Tala Whiteskunk, paraprofessional, at the end of the 2018-2019 school year. All voted aye.

05-161.19 Motion by Burggraff, seconded by Johnson to approve Quam, Berglin & Post PC to conduct the 2018-2019 fiscal year audit for \$10,300. All voted aye.

05-162.19 Motion by Burggraff, seconded by Christenson, to approve two open enrollment applications. All voted aye.

05-163.19 Motion by Burggraff, seconded by Christenson authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1), (3) and (4). All voted aye. The Board thereupon went into executive session at 6:38 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 9:07 p.m.

Kontz and Christenson will serve on an exit interview committee.

05-164.19 Motion by Burggraff, seconded by Kontz to approve the appointment of Tamara Lunday to the vacant school board seat. This will be a one-year appointment. All voted aye.

05-165.19 Motion by Hemmer, seconded by Christenson to approve the contract of Adam Anderson, middle school English teacher/head boys golf coach/head girls golf coach. All voted aye.

05-166.19 Motion by Johnson, seconded by Burggraff to approve the contract of Amanda Jensen, middle school math teacher. All voted aye.

05-167.19 Motion by Kontz, seconded by Burggraff to approve the contract of Chelsea Molden, elementary counselor. All voted aye.

05-168.19 Motion by Kontz, seconded by Johnson to approve the contract of Jennifer Perryman, Ag teacher and FFA advisor. All voted aye.

05-169.19 Motion by Hemmer, seconded by Kontz to approve the contract of Rachel Slavin, middle school science teacher. All voted aye.

05-170.19 Motion by Burggraff, seconded by Johnson to approve the contract of John Bechen, yearbook advisor. All voted aye.

05-171.19 Motion by Burggraff, seconded by Christenson to approve the transfer of Jenna Sorsen from ELL teacher to first grade teacher. All voted aye.

05-172.19 Motion by Burggraff, seconded by Johnson to approve the contract of Jennifer Rieff, ELL teacher and concession stand advisor. All voted aye.

05-173.19 Motion by Christenson, seconded by Burggraff to approve the transfer of Laura Peters from middle school math to middle school social studies. All voted aye.

05-174.19 Motion by Burggraff, seconded by Christenson to approve the negotiated agreement between the Flandreau School Board and the Flandreau Education Association for the 2019-20 school year and to authorize the issuance of contract and work agreement addendums. All voted aye.

05-175.19 Motion by Christenson, seconded by Hemmer to approve the diplomas to seniors who successfully complete all graduation requirements. All voted aye.

Gross salaries for April is as follows: Instruction \$196,778.41; Support Services \$80,921.24; Co-Curricular \$25,806.00; Social Security \$21,949.17; Retirement \$17,438.64; Insurance \$25,012.43. Special Education Fund: Instruction \$43,940.28; Support Services \$20,775.70; Social Security \$4,582.65; Retirement \$3,771.26; Insurance \$6,957.59. Food Service Fund: Salaries \$1,715.68 Social Security \$122.38; Retirement \$102.72; Insurance \$498.86.

There being no further business, the meeting was declared adjourned by President Stenger at 9:12 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, 2019

	General Fund	Capital Outlay Fund	Special Education Fund	Pension Fund	Impact Aid Fund	Bond Redemp. Fund	Food Service Fund	Enterprise Fund (DE)	Trust and Agency Fund
Balance forward:	733,935.22	960,597.72	(332,675.11)	-	754,564.98	229,892.92	171,388.59	12,716.86	539,921.42
Local Sources:									
Taxes	471,098.40	578,799.22	328,181.41			103,671.43	138.33		
Interest	592.67	775.66			609.24	185.74			
Co-Curricular							43.06	1,200.00	
Misc	5,816.96	13,423.63	6,847.04				12,070.30		
Meals/milk									
Student Activities									54,014.95
Intermediate Sources:									
County Apportionment	6,980.47								
State Sources:									
State Aid	227,358.00		312,223.00						
State Apportionment									
Bank Franchise Tax									
Impact Aid									
Mentor teachers	325.00								
Federal Sources:									
Grants	1,251.61		-				19,125.82		
Total Revenue:	713,423.11	592,998.51	647,251.45	-	609.24	103,857.17	31,377.51	1,200.00	54,014.95
Total Available:	1,447,358.33	1,553,596.23	314,576.34	-	755,174.22	333,750.09	202,766.10	13,916.86	593,936.37
Disbursements:	(415,873.48)	(168,489.03)	(145,347.15)	-	-	-	(30,733.39)	-	(54,524.65)
Balance on hand 5-31-19	1,031,484.85	1,385,107.20	169,229.19	-	755,174.22	333,750.09	172,032.71	13,916.86	539,411.72

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING MAY 31, 2019

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	3,279.39	-	-	3,279.39
CLASS OF 2018	-	-	-	-
CLASS OF 2019	1,877.91	35.00	383.15	2,226.06
CLASS OF 2020	2,317.63	-	-	2,317.63
COMMUNITY REWARDS	15,172.97	552.99	-	14,619.98
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY ACTIVITY	7,041.74	34.42	-	7,007.32
ELEMENTARY WEEKEND FUEL	5,281.65	-	15.25	5,296.90
FLEX PROGRAM	8,866.56	2,378.72	2,740.03	9,227.87
FFA	6,536.78	1,221.14	2,021.00	7,336.64
FFA LAND PLOT	-	-	-	-
IMPREST	2,656.52	2,558.50	1,343.48	1,441.50
MIDDLE SCHOOL ACTIVITY	5,843.42	-	-	5,843.42
NATIONAL HONOR SOCIETY	167.04	-	-	167.04
PAYROLL WITHHOLDING	29,169.84	45,951.21	46,126.61	29,345.24
REVOLVING ACCOUNT	735.00	1,105.00	481.10	111.10
SCHOLARSHIP - BECHEN	11,907.01	-	-	11,907.01
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,502.50	-	-	83,502.50
SCHOLARSHIP - FULLER	6,622.38	-	-	6,622.38
SCHOLARSHIP - GENERAL	16,766.94	-	-	16,766.94
SCHOLARSHIP - JELLIFE	6,071.11	-	-	6,071.11
SCHOLARSHIP - DAKOTALAYERS	5,552.73	-	-	5,552.73
SCHOLARSHIP - LEE	205,036.71	-	-	205,036.71
SCHOLARSHIP - MASONIC	20,266.56	-	-	20,266.56
SCHOLARSHIP - RICE	6,071.11	-	-	6,071.11
SCHOLARSHIP - RUSCH	72,913.83	-	-	72,913.83
SCHOLARSHIP - WITTERN	10,158.34	-	-	10,158.34
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	-	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
SCHOOL EMP. CONTRIBUTIONS	1,385.71	583.45	-	802.26
SMOOTHIE SHOP (LIFESKILLS)	115.69	-	-	115.69
STUDENT BODY ACCOUNT - HS	1,090.18	60.02	13.33	1,043.49
STUDENT COUNCIL - HS	(55.29)	24.76	891.00	810.95
TITLE VI STUDENT FUNDRAISING	22.56	-	-	22.56
TITLE VI UNITED WAY (AFTER SCH GRAN	710.86	19.44	-	691.42
TOURNAMENT PLAYOFFS	2,836.04	-	-	2,836.04
TOTALS	539,921.42			539,411.72

BILL LISTING - June 10, 2019

GENERAL FUND:

A-Ox Welding Supply	Supplies	69.85
ASBSD	Dues	270.00
Avera Flandreau Medical Center	Services	1,234.00
Avera	Services	116.40
Baszler, Courtney	Background check	43.25
BMO	Supplies	43.74
Bob's Electric, Inc.	Electrical supplies	372.33
Booster	Ads	60.00
City of Flandreau	Utilities, SRO services	17,137.83
Continental Research Corp	Supplies	463.61
Demco	Library supplies	390.52
Deubrook School	Region golf expenses	51.25
Fischer, Kristi	Supplies	238.27
Flandreau Bakery	Teacher appreciation	87.12
Flandreau Building Center	Supplies	148.35
Flandreau Flower Shoppe	Flowers	375.00
Harlow's School Bus Service	Services	24,616.11
Hillyard	Supplies	312.94
HyVee	Supplies	168.55
Interstate Power Systems	Maintenance	519.00
JCL	Supplies	5,706.96
Krulls Garage	Repairs	653.28
Lakes Central Conference	Dues	500.00
Lopez, Sara	Interpreting	37.50
Lunchtime Solutions	Services	1,251.61
Maynards	Supplies	345.42
MidAmerican Energy	Utilities	735.48
Miller, Mitch	Credit reimbursement	300.00
Moody County Enterprise	Ads, legals	228.75
National Assoc of Federally Impacted Schools	Dues	462.00
Office Peeps	Copier maint	1,415.57
One Office Solution	Chairs	666.28
Petty Cash	Postage	55.32
Prairie Lakes Educational Coop	Services	65.28
RDC Professional Services	PVC internet	64.95
River's Edge	Diesel fuel	233.91
SDASBO	Registration	30.00
SDACTE	Conf Registration/Dues	2,109.00
Shaeffer Law Office	Legal services	2,791.67
Sign Design & Labeling	Wrestling board update	175.00
South Dakota Dept of Public Safety	Boiler certifications	240.00
Southeast Area Cooperative	Kindergarten Academy Reg	185.00
Sparkle Car Wash	Car washes	11.25
State Chemical Solutions	Supplies	224.90
Sturdevant's Auto Parts	Supplies	31.19
Super 8 Aberdeen	Conf Lodging	120.38
Tractor Supply Co	Supplies	341.90
United Laboratories	Supplies	948.87
US Postmaster	Marketing mail	235.00
Vast Business	Telephone services	738.79
Verizon	Telephone services	96.43
Whipkey, Brenda	Mileage	42.00
Wittstruck, Becky	Meal reimbursement	28.30

TOTAL GENERAL FUND

67,790.11

CAPITAL OUTLAY FUND:

Bound to Stay Bound	Books	63.31
First National Wealth Mgmt	Debt services	191,450.00
G&R Controls	Maintenance agreement	15,818.91
Teacher Synergy	Software	93.94
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	TOTAL CAPITAL OUTLAY FUND	207,426.16

SPECIAL EDUCATION FUND:

Provider	Services	7,000.00
Cardmember Services	Supplies	344.18
Provider	Services	6,824.43
Curt's Collision Center	Repairs	55.00
Provider	Services	857.46
Goodcare LLC	Services	5,631.93
Krulls Garage	Repairs	435.36
Provider	Services	26,365.00
Provider	Services	6,233.70
Nord, Rich	Bus wash	38.34
Prairie Lakes Educational Coop	Services	4,425.83
Provider	Services	5,792.31
Schulte Subaru	Repairs	153.48
TAESE	Conference	175.00
Verizon Wireless	Telephone services	108.07
Provider	Services	966.90
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	TOTAL SPECIAL EDUCATION FUND	65,406.99

BOND REDEMPTION FUND

First National Wealth Management	Debt Service	258,300.00
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	TOTAL BOND REDEMPTION FUND	258,300.00

FOOD SERVICE FUND:

Lunchtime Solutions Inc	Services	31,522.19
Supreme School Supply	Milk Tickets	33.35
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	TOTAL FOOD SERVICE FUND	31,555.54

DRIVERS EDUCATION FUND:

Flandreau Public Schools	Refund of drivers ed fees	240.00
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	TOTAL DRIVERS EDUCATION FUND	240.00

FLANDREAU SCHOOL DISTRICT TRANSPORTATION REPORT

Month: May-19
 Days In: 17
 Session: 17

Bus No	Begin Month	End Month	Total Miles	Other Miles	Activity Miles Bus	Activity Miles Van	Actual Route Miles	Miles Per Day
64	77737	78869	1132	93	72		967	70
76	70878	71670	792		100		692	80
66	41589	42488	899				899	80
3	16181	17642	1461		60		1401	82
62	94120	95410	1290				1290	80
11	34550	35795	1245		1162		83	
75	11613	11737	124		100		24	

Fuel Contract Price: \$ 2.00
 (Add or deduct \$.01 per mile for each
 \$.05 increase or decrease per gallon.)
 Current Fuel Price: \$3.00
 Bus Routes \$/mile: \$ 3.07
 Activity Bus \$/mile: \$ 2.62
 Van \$/mile: \$ 2.29
 M-B Route
 Route Charge: \$ 20,458.48
 Activity Charge \$ 5,387.84
 Other: MB Route
 Total: \$ 25,846.32

ACTIVITY TRIPS

Bus No.	Date	Destination	Purpose	Bus Miles	Van Miles	Bus Cost	Van Cost	Layover Time	Layover Cost	Total Cost	Budget Item
11	2-May	Tri-Valley	JH Track	80		209.60		7	100.45	310.05	690
11	3-May	Sioux Falls	HS Track	100		262.00		10	143.50	405.50	690
76	3-May	Sioux Falls	2nd Grade	100		262.00		4.5	64.58	326.58	71 415 013
64	3-May	Volga	JH Golf	72		188.64		7	100.45	289.09	690
75	4-May	Sioux Falls	HS Track		100		229.00	11	157.85	386.85	690
11	6-May	Parker	JH Track	144		377.28		7	100.45	477.73	690
11	7-May	Clark	HS Track	210		550.20		7	100.45	650.65	690
11	10-May	Sioux Falls	Kindergarten	100		262.00		4	57.40	319.40	71 415 013
11	13-May	Parker	HS Track	144		377.28		7.5	107.63	484.91	690
11	14-May	Sioux Falls	3rd Golf	100		262.00		6	86.10	348.10	71 415 013
3	14-May	Brookings	1st Grade	60		157.20		5.5	78.93	236.13	71 415 013
11	16-May	Hayti	HS Track	140		366.80		8	114.80	481.60	690
76	13-May	Visla	Choir		In Town	25.00		1.5	21.53	46.53	690
76	16-May	Manor	5/6 Choir		In Town	25.00		1.5	21.53	46.53	690
11	24-May	Tea	HS Track	104		272.48		10.5	150.68	423.16	690
11	27-May	Trent	HS Band	40		104.80		3.5	50.23	155.03	690
TOTAL										\$ 5,387.84	

392x17=6664x3.07=20,458.48

CAPITAL OUTLAY FUND

MEANS OF FINANCE

FUNCTION	SOURCE	2018-2019	2019-2020
1110	Ad Valorem Taxes	1,454,000	1,483,080
1120	Prior Yr Ad Valorem Taxes	6,000	10,000
1190	Penalties/Interest on Taxes	500	750
1510	Interest	200	6,500
1943	Other school's share	12,500	-
723	Donation (Youth WR - rec'd prior yr	5,000	-
	Cash applied	-	-
	TOTAL MEANS OF FINANCE	1,478,200	1,500,330

EXPENDITURES

		2018-2019	2019-2020
1111	Elementary	108,100	154,600
1121	Middle School	88,800	130,600
1131	Secondary	243,400	125,550
2222	Library Services	14,600	13,000
2227	Technology Services	-	-
2321	Office of Superintendent		
2410	Principal Services	1,800	-
2529	Fiscal Services	11,500	12,900
2533	Engineering Services	18,000	-
2535	Construction Services	100,000	10,000
2542	Maintenance Equipment	91,600	242,230
2543	Grounds	10,000	15,400
2544	Equipment	7,000	7,000
2555	Transportation	59,000	69,000
2562	Food Service Equipment	6,000	24,000
5000	Debt Services	396,500	401,200
6100	Male activities	25,500	24,850
6200	Female activities	10,500	8,000
6900	Co-curricular activities	10,900	12,000
8XXX	Transfer to General Fund	275,000	250,000
	TOTAL EXPENDITURES	1,478,200	1,500,330

1111 Elementary

Textbooks	62,000
Technology	64,000
Software	15,000
Chairs (Drietz, Beltman, Zephier)	1,700
Cubby, storage shelf (KAH)	800
Wiggle chairs (12)	1,100
Shelves (Drietz)	850
Drying rack/trays (Drietz)	800
Chairs - PVC (10)	400
Table - PVC	200
Ball chairs (4)	600
Activity table	600
Piano dolly	450
Document camera	1,100
Other	5,000
	<u>154,600</u>

1121 Middle School

Textbooks	33,000
Technology	71,000
Software	12,000
PE game sets	1,650
Guidance-vertical blinds	500
Tech cabinets (2)	1,000
Standing desks (11)	3,000
Mobile bookcase (Peters)	400
Whiteboards (Hoffman, Peters)	1,200
Chairs (Hoffman)	600
Tables (Hoffman)	500
Workroom sink/faucet	750
Other	5,000
	<u>130,600</u>

1131 Secondary

Textbooks	30,000
Technology	48,000
Software	15,000
Guidance curriculum	6,500
Desk - tech teacher	500
Bookcase - tech	400
Piano tables - Choir	2,500
Whiteboard - tech	600
Student desks - tech	7,500
Desk - tech teacher	500
Band Instruments	7,700
Band software	1,840
White board - math	750
Whiteboards - FACS	600
Other	3,160
	<u>125,550</u>

2222 Library

Libr media (books, etc)	12,000
Other	1,000
	<u>13,000</u>

2529 Fiscal Services

Desk	1,400
Accounting - weblink	2,500
Accounting software support	7,000
Cafeteria software support	2,000
	<u>12,900</u>

2535 Construction Services

HS office remodel	<u>10,000</u>
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2542 Bldg maint

MS baseboard trim	400
MS front door carpet	1,500
HS hallway tile	17,000
HS office tile	7,000
MS conf room chairs (10)	3,500
Bldg maint warranties (AC, etc)	36,000
MS carpet extractor	2,750
HS lunchroom tile	21,000
MS/HS windows	47,000
MS conf room carpet	2,500
Telephones	900
Fireproof storage	2,000
Door locking upgrade	5,000
Security cameras (9)	15,000
Carpet - HS	9,100
Carpet - MS (4 rms)	23,000
Carpet - MS Title room	3,500
Shop - permanent wiring-greenhou:	3,000
Shop - emergency shut off	1,000
Shop - stairs	5,000
MS breezeway windows	15,000
Other	21,080
	<u>242,230</u>

2543 Grounds

Concrete	15,000
Playground light	400
Other	-
	<u>15,400</u>

6100 Male Activities

FB - helmets (20)	6,000
FB - home uniforms	5,000
FB - 1 man tackle sled	1,500
FB -shoulder pads	4,000
BBB home uniforms	2,000
WR - singlets	2,000
WR - mat mop	350
Other	4,000
	<u>24,850</u>

2544 Equipment Services

Copiers - HS	<u>7,000</u>
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6200 Female Activities

VB - JH uniforms	4,000
Other	4,000
	<u>8,000</u>

2555 Transportation

Car - District Use	25,000
15% of contract (bus)	34,000
Other	10,000
	<u>69,000</u>

6900 Co-curricular Activities

Weight rm - Dumbbell #50	750
Weight rm - Slice sled	250
Weight rm - cable crossover mac	1,000
Weight rm - sling shot	100
Weight rm - Dumbbell storage	1,000
Weight rm - Dumbbell #100	2,000
Weight rm - Bosu ball (2)	350
Weight rm - Agility turf	1,500
Cheer - wedge/tumbling	550
XC warm-ups	1,500
Other	3,000
	<u>12,000</u>

2562 Food Service

Convection oven	15,000
Mixer	9,000
	<u>24,000</u>

8110 Transfers

Transfer to General Fund	<u>250,000</u>
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5000 Debt Services

Principal	280,000
Interest	120,000
Agent fees	1,200
	<u>401,200</u>

Discipline Matrix

GRADES 5-12

Introduction

To Flandreau Public Schools Parents/Guardians, Students, and Staff Members:

Success in school occurs when there is close cooperation between the students, parents, and staff. The purpose of this handbook is to communicate the expectations of Flandreau Public Schools for student conduct in order to promote a safe, orderly, and positive learning environment and to address student rights and responsibilities.

The Flandreau Public Schools Board, administration, and staff regard student and staff safety as paramount. The rights of each student to receive a quality academic education, provided by caring and supportive faculty, will be fostered in an environment that generates respect and appreciation of others.

Please review the handbook with your child (ren). Any questions regarding the contents of this handbook should be expressed with your child's principal.

Thank you for your continued support of Flandreau Public Schools.

Preamble

Flandreau Public School does not tolerate drugs, weapons, or threatening behavior. Any such act will result in a recommendation for long-term suspension or expulsion.

There are a variety of consequences (discipline) for misconduct. Depending on the seriousness of the situation, there may be more than one consequence for a single event. Nothing in the charts is intended to restrict the District from imposing more severe consequences if, in the discretion of the District, the severity of harm, danger, damage or potential harm warrants it, or if the incident involves more than one infraction. In addition, although not listed as a potential consequence on the charts for a particular behavior, long term suspension or expulsion may be imposed based upon the facts.

All discipline referrals submitted to the school administration/designee will begin with a conference with the student(s). In the case of suspension/expulsion, parents will be notified through a personal phone call, text/email, letter, or by the written referral form.

PLEASE NOTE: Federal privacy laws prohibit the District from naming students involved in disciplinary actions and from revealing the consequences of those actions to the parents of other students.

Philosophy of Student Conduct

A positive learning environment in our schools and a good state of student conduct start with students, parents, and staff having knowledge and understanding of the basic standards of acceptable conduct. In order to assist everyone in the pursuit of a quality education, the District has established guidelines designed to ensure a safe environment for all students and staff in our schools. For these guidelines to be most effective, it is vital for the family, the school, and the community to work together. Students are responsible for their own actions. Students whose actions are in violation of school/District guidelines will be expected to accept the appropriate consequences. We are proud of our students and strive to see that all students learn to recognize the essential worth of each individual. Students are expected to respect the rights and property of others while demonstrating high standards of personal integrity. To meet these goals, we enlist the support of our community.

Unacceptable Behavior

When a District employee observes a student engaged in behavior that violates District policy, the employee is instructed to intervene either by requesting the unacceptable behavior cease or by immediately reporting the incident to the administration. Whenever the school administrator becomes aware of a report from a staff member, prompt and effective action to resolve the problem will be taken. When disciplinary action is appropriate, it shall be according to an established discipline plan. The assistance of the home, other educational supportive services, and other professional community agencies may be utilized. Each teacher will have a discipline plan for his/her classroom. When a student's actions go beyond those which the teacher can effectively control using his/her plan, the student will be referred to the administration. Students who break rules outside of the classroom may be referred directly to the administration or its designee.

Law Enforcement

The District shall notify appropriate law enforcement agencies of violations of the law.

Definitions

Throughout this handbook, unless the context otherwise requires, the following definitions apply:

District Property is any property owned, leased, or used by the District.

District Sponsored Event is any event, which is sponsored or supervised by the District or District personnel.

Electronic Devices are cellphones, iPads, tablets, laptops, computers, iPods, MP3 players, or other electronic items.

Restitution is providing an equivalent replacement or compensation for damages or loss of personal or District property.

School/District Property is any personal or real property owned or under the control of the school or District.

Violations

Alcohol Violation means the unlawful use or imitation of, distribution, sale, purchase, possession, or transportation of any intoxicating element. This includes any equipment or devices used for ingesting alcohol. This violation also includes being under the influence, possession, distribution, or sale of alcohol at school, school-sponsored events and on school-sponsored transportation. This category does not include tobacco or drug possession.

Arson is knowingly damaging property by knowingly causing a fire or explosion on property owned or used by the school district.

Arson of a Structure or Property occurs when a person knowingly and unlawfully damages a structure or property by knowingly causing a fire or explosion.

Arson of an Occupied Structure is committed when a person knowingly and unlawfully damages an occupied structure by knowingly causing a fire or explosion.

Aggravated Assault occurs if the person commits assault under any of the following circumstances: (1) if the person causes serious physical injury to another; (2) if the person uses a deadly weapon or dangerous instrument; (3) if the person commits the assault after entering the private home of another with the intent to commit the assault; (4) if the person is eighteen years of age or older and commits the assault upon a child the age of fifteen years or under; (5) if the person commits the assault knowing or having reason to know that the victim is a peace officer, or a person summoned and directed by the officer while engaged in the execution of any official duties; (6) if the person commits the assault knowing or having reason to know the victim is a teacher or other person employed by any school and the teacher or other employee is upon the grounds of a school or grounds adjacent to the school or is in any part of a building or vehicle used for school purposes, or any teacher or school nurse visiting a private home in the course of the teacher's or nurse's professional duties, or any teacher engaged in any authorized and organized classroom activity held on other than school grounds.

Assault is (1) intentionally, knowingly, or recklessly causing any physical injury to another person; Or (2) intentionally placing another person in reasonable fear of imminent physical injury; or (3) knowingly touching another person with the intent to injure, insult, or provoke such person.

Bullying: STUDENT VIOLENCE/HARASSMENT/INTIMIDATION/BULLYING The School Board of Flandreau Public Schools believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The School Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society. To assist in achieving a school environment based on the beliefs of the School Board, bullying in any form will not be tolerated. Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property;
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm;
- occurs when there is a real or perceived imbalance of power or strength: or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to the following:

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyber bullying;
- exposure to social exclusion or ostracism;
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting;
- damage to or theft of personal property;

Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists. Disciplinary action may result for bullying, which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim physically, while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. This includes **cyberbullying**. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing bullying or suspect another student is being bullied should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information. Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations. Students found to be bullying others will be disciplined up to and including suspension or expulsion from school. Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Bullying/ Threatening/and Intimidating Behavior to Students (Including Cyberbullying) a verbal or nonverbal implication to do physical injury to or damage to a student, their property, or their family's property.

Bullying/ Threatening/ and Intimidating Behavior to Staff (Including Cyberbullying) is a verbal or nonverbal implication or an attempt to do physical injury or damage to any Flandreau Public school district employee, their family, or property.

Burglary is the unauthorized entry for the purpose of committing a crime.

Cheating/ Falsification/Forgery/ and Plagiarism: Plagiarism or cheating is intentionally using information or property of another, without permission of the school and/or author, to obtain an unfair advantage. **Forgery or falsification** is the act of falsely or fraudulently marking or altering a document or a verbal, written, or electronic communication, or any verbal or written communication that is intentionally false or fraudulent (i.e., dishonesty or lying).

Contraband is defined as any item prohibited from the school campus. Such items include dangerous instruments, firearms, weapons, illegal, prescription and over the counter drugs, alcohol, and any other item or substance that could be considered a safety or health hazard.

Dangerous Instruments/Devices means anything that, under the circumstances in which it is used, attempted to be used, or

threatened to be used, is readily capable of causing death or serious physical injury. Includes, but not limited to, knives, guns, clubs, chains, thrown stones, cigarette lighters, fireworks, etc. This includes the sale, possession or distribution of dangerous instruments/devices, with or without compensation on any school campus, school sponsored event, or school transportation.

Defiance/ Disrespect towards Authority/ Insubordination/ and Non-Compliance involves intentional disobedience, resisting or disregarding the authority and direction of District personnel, or treating District personnel or others with contempt or rudeness. Includes, but not limited to, the failure to respond to a reasonable request, or the **refusal to identify self**, or give correct name when requested to do so by school personnel.

Disorderly Conduct is any act which substantially disrupts the orderly conduct of a school function; a behavior, which substantially disrupts the orderly learning environment; or poses a threat to the health, safety, and/or welfare of students, staff, or others. Includes, but is not limited to, **verbal provocation**, which is language that incites others to fight, and physical aggression. Physical Aggression includes tussles, **minor aggressive acts** (hitting, pushing and/or shoving).

Disruption is creating disturbances in class, on campus, or at school-sponsored events. Continual or repeated disruptions may warrant more severe consequences.

Dress Code Violation is failure to follow the dress or uniform guidelines established at the school of attendance.

Drug Violation is the unlawful use or imitation of, cultivation, manufacture, distribution, sale, purchase, possession, transportation or importation of a controlled drug or narcotic substance or equipment and devices used for preparing or taking drugs or narcotics. Includes being under the influence, possession, distribution, or sale of drugs at school, school-sponsored events and on school-sponsored transportation. Category includes over-the-counter and prescription medications if abused by the student. This category does not include tobacco or alcohol possession.

"**Drug**" means any narcotic drug, illicit or dangerous drug, inhalant, marijuana or peyote; inhalant, glue, paint, or any intoxicating substances that may impair an individual's physical or mental capacity; any narcotic or dangerous drug, unless prescribed by a physician and used in accordance with the prescription and governing board policies.

"**Drug paraphernalia**" means all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a drug in violation of this chapter

Endangerment is creating a substantial risk of injury or imminent death to oneself or another.

Extortion is the act of knowingly obtaining or seeking to obtain property or services, or causing or seeking to cause another to act in a manner by means of a threat to do any of the following: (1) cause physical injury; (2) cause damage to property; (3) engage in illegal conduct; (4) make false accusations.

Fighting is engaging in physical contact for the purpose of inflicting harm on another person. In cases that are determined to be mutual combat situations, all students involved will be disciplined regardless of who actually initiated the fight. This includes **Verbal Provocation**, defined as the use of language or gestures that may incite another person or people to fight.

Self-Defense • It is the policy of the District that physical force should be avoided at all times. Under some circumstances, however, physical force is justified. Physical force is not illegal under this student code of conduct when a review of the evidence determines that physical force is immediately necessary to protect the student or another person against another's use or attempted use of unlawful physical force. Physical force is never justified to protect property, in response to verbal provocation, or after the initial user of physical force has stopped.

Firearm is (a) weapon (including a starter gun) which will, or is designed to, or may be readily converted to expel a projectile by an explosive, or by gas, or air; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; (d) any destructive device, including explosives, incendiaries, poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces,

missile having an explosive charge of more than one-fourth ounce, or mine, or any weapon or combination of parts which will, or is designed to or may be readily converted to expel a projectile by action of an explosive or other propellant. For purposes of application and enforcement of this policy, a B-B/pellet gun is considered a 'firearm'.

Gambling is to risk money or anything of value on the outcome of anything involving chance.

Gangs/Negative Group Affiliation/Secret Societies initiate, advocate, or promote activities that threaten the safety or well-being of persons or property on school grounds or that disrupts the school environment. The use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other attribute indicates or implies membership of affiliation with such a group is prohibited because of the disruption to educational activities. Any activity involving an initiation, hazing, intimidation, assault, or other activity related to group affiliation that is likely to cause or does cause bodily danger, physical harm, personal degradation or disgrace resulting in physical or mental harm to others is prohibited.

Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect, or through the use of social media.

Hazing means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons against another student, and in which both of the following apply:

- The act was committed in connection with an initiation into, affiliation with, or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

Horseplay/Roughhousing/Recklessness or Minor Aggressive Acts means rough, boisterous or unsafe play; outbreak of rough and noisy behavior with potential for injury.

Inappropriate Language means any language that is harmful to another person; including **defamation**, which is wrongfully injuring another person's reputation through a written, spoken, or electronic communication that is not otherwise privileged under the law; **death threat** which is the act of stating an intended action, either verbally or in writing that could cause death; **hate speech**, which is defined as any written, oral, or electronic communication that manifests malice towards others based on their race, gender, or ethnicity; **profanity**, defined as the use of obscene language or gestures to the extent that it disturbs the educational process or environment; or **verbal abuse**, which is profanity or any derogatory language stated publicly to others. This violation includes, but is not limited to, racial slurs, oral or written speech, gang paraphernalia, symbols or gestures.

Intimidation/ Threats is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Public Display of Affection is visible affectionate physical contact (kissing, hugging, touching) that exceeds accepted standards of reasonable public contact.

Robbery is the taking, or attempting to take, any property of another from his/her person or immediate presence against his/her will, and threatening or using force against any person with intent either to coerce surrender of property, or to prevent resistance toward such person taking or retaining the property.

School Threat/Disruption of an Educational Institution is threatening to cause physical injury to any employee of an educational institution or a person attending an educational institution; threatening to cause damage to any educational institution, the property of any employee of an educational institution or the property of any person attending an educational institution; knowingly going on or remaining on the property of an educational institution for the purpose of interfering with or disrupting the lawful use of property by others; knowingly

refusing to obey a lawful order given by an administrative officer of an educational institution who has reasonable grounds to believe that any person or persons are committing any act that interferes with or disrupts the lawful and safe use of the property by others at an educational institution. Includes but not limited to **bomb threats, chemical biological threats, and fire alarm misuse.**

Sexual Harassment is defined by but not limited to: (1) suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, touching, impeding or blocking movement, leering, gestures, display of sexually suggestive objects, pictures, or cartoons; (2) continuing to express sexual interest after being informed that the interest is unwelcome; (3) implying or withholding support or offering or granting favors in exchange for sexual favors. This includes **sexual harassment with contact.**

Sexual Offenses is the use of verbal, written, electronic, or physical threats/actions, or any language that is sexually demeaning or offensive. This includes **pornography, indecent exposure,** touching toward private areas, depantsing, pulling another's underclothing in public, or any form of sexual relations, including **sexual abuse or sexual assault.**

Surreptitious Photographing, videotaping or filming

A. It is unlawful for any person to knowingly photograph, videotape, film, digitally record or by any other means secretly view, with or without a device, another person without that person's consent under either of the following circumstances:

1. In a restroom, bathroom, locker room, bedroom or other location where the person has a reasonable expectation of privacy and the person is urinating, defecating, dressing, undressing, nude or involved in sexual intercourse or sexual contact. 2. In a manner that directly or indirectly captures or allows the viewing of the person's genitalia, buttock or female breast, whether clothed unclothed, that is not otherwise visible to the public. B. It is unlawful to disclose, display, distribute or publish a photograph, videotape, film or digital recording made in violation of subsection A of this section without the consent or knowledge of the person depicted.

Tardy is failure to be at a designated location, such as a classroom, at a specified time without permission.

Technology Misuse/Improper Use is the failure to use hardware, software, electronic devices, web pages, social media and network for the intended educational use, without permission, or in a manner that causes disruption at a campus or any District facility. Device tampering, such as altering, damaging, or destroying an electronic device, computer hardware, software or school data; introducing a computer contaminant into any or network; causing the disruption of a device or network; and/or using a device or computer system to threaten, alarm, harass, or cause another person to suffer substantial emotional distress, is also prohibited. This includes such violations as **computer tampering, network infractions, cell phone misuse (telecommunications device),** and surreptitious photography/video using an electronic device.

Theft is taking property that belongs to another. Theft does not include confiscation by school authorities of property not permitted at the school. NOTE: In the event of theft or damage, personal items brought to school, such as musical instruments, radios, etc. are not covered by District insurance.

Tobacco Violation refers to, but is not limited to, smoking tobacco, (e.g., cigarettes, cigars, e-cigarettes, inhalation devices), smokeless tobacco (e.g., dip, chew, snuff, or twist), or tobacco-like substance such as herbal mixtures/smoking blends.

Trespass occurs when a person(s) enters upon, or in, school property without legal justification or without the implied or actual permission of the administration. This violation also includes **loitering**, which occurs if a person is intentionally present in or about school after a reasonable request to leave and does not have any specific legitimate reason for being there, or does not have written permission to be there from anyone authorized to grant such permission.

Truancy/Leaving Campus without Authorization is being absent from class or school without parent or school permission (unexcused absence). Being habitually truant occurs when a student is truant for at least five days within a school year. The district desires to encourage and ensure students attend school daily. It is important for parents/guardians to communicate with school officials regarding any absences of their children. If a student continues to have unexcused absences, the student may be referred to the States Attorney. Absences will be considered excessive when the number of absent days exceeds ten percent of the number of required attendance days in a school year.

Unexcused Absence is being absent from class or school without permission.

Vandalism/Criminal Damage/Property Destruction the act of defacing or destroying any building, fixture, vegetation, or personal property. This includes, but is not limited to **graffiti, tagging, and vandalism of personal or school property**.

Weapon includes, but is not limited to, firearms, knives, bombs, other **combustibles**, daggers, dirks, stilettos, iron bars, brass knuckles, chains, bat or any object used to do bodily injury to any person. This infraction also includes **simulated weapons**, which is any instrument displayed or represented as a weapon or dangerous instrument.

A student who has violated multiple infractions in different areas may be referred for long-term suspension or expulsion.

Recommended Discipline Actions: Grades 5-8

Infraction	1st Referral	2nd Referral	3rd Referral
* Alcohol possession, use, under the influence or distribution of alcohol on District property or at a District sponsored event	Up to 10 Day Suspension	Long Term Suspension, Expulsion	Expulsion
* Arson	Up to Expulsion Restitution	Expulsion, Restitution	
*Assault-Aggravated	Long Term Suspension; Restitution	Expulsion, Restitution	
*Assault-Student	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
*Assault- Staff	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
*Bullying, Threatening and Intimidating Behavior, Including Harassment and Cyberbullying - to student	Mediation, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
*Bullying, Threatening and Intimidating Behavior, Including Harassment and Cyberbullying - to staff	Detention, Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Burglary	Up to Five (5) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution	Long Term Suspension, Expulsion, Restitution
Cheating, Falsification, Forgery, or Plagiarism	Notify Parent, Conference with Student	Detention	Up to Three (3) Day Suspension
Contraband	Detention, Long Term Suspension, Expulsion	Long Term Suspension, Expulsion	Long Term Suspension, Expulsion
Dangerous Instruments/Devices Possession, use of, or threat to use	Detention Up to 5 Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Death Threat	Up to 10 Day Suspension, May recommend evaluation with psychologist	Up to Long Term Suspension, May recommend evaluation with psychologist	Long Term Suspension, Expulsion, May recommend evaluation with psychologist
Defiance, Disrespect towards Authority, Insubordination, or Non-	Conference, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension

Compliance			
Disorderly Conduct	Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
Disruption	Conference, Detention	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
Dress Code Violation	Change Clothes, Notify Parent	Change Clothes, Detention Conference	Up to Three (3) Day Suspension
*Drugs; use, under the influence, distribution, or possession of drugs or drug paraphernalia on District Property or at a District sponsored event	Up to 10 Day Suspension	Long Term Suspension, Expulsion	Expulsion
Endangerment	Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Extortion	Notify Parent, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Long Term Suspension
*Fighting	Up to 10 Day Suspension (5 days ISS/5 days OSS)	Long Term Suspension, Expulsion	Expulsion
*Firearm	Up to 10 Day Suspension	Long Term Suspension, Expulsion	Expulsion
Gambling	Conference, Notify Parent, Detention	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
*Gang Related Activity, Secret Societies, Negative Group Affiliation	Up to Three (3) Day Suspension, Notify Police	Up to Five (5) Day Suspension, Notify Police	Up to 10 Day Suspension, Notify Police
Harassment	Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
Hazing	Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
Horseplay: Roughhousing, Recklessness, or Minor Aggressive Acts	Conference, Detention	Detention, One (1) Day Suspension	Up to Three (3) Day Suspension
Inappropriate Language: Defamation, Hate Speech, Profanity (See Death Threat and Verbal Abuse as well)	Conference, Mediation, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
Public Display of Affection	Administrative Warning	Conference Detention	Up to Three (3) Day Suspension

*Robbery	Up to Five (5) Day Suspension Restitution	Up to 10 Day Suspension, Restitution	Long Term Suspension, Restitution
* School Threat/ Disruption of an Educational Institution	Expulsion		
*Sexual Harassment	Notify Parents, Conference, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Sexual Offenses; Pornography, Indecent Exposure	Notify Parent, Conference, Detention, Confiscation, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
*Sexual Offenses; Sexual Abuse, Sexual Assault	Up to 10 Day Suspension, Long Term Suspension	Long Term Suspension, Expulsion	Expulsion
*Surreptitious Photographing, Videotaping, or Filming	Up to 10 Day Suspension, Long Term Suspension	Up to Long Term Suspension, Expulsion	Expulsion
Tardy			
Technology Misuse/ Improper Use	Conference, Loss of Technology Privileges, Up to One (1) Day Suspension, Restitution	Loss of Technology Privileges, Up to Three (3) Day Suspension, Restitution	Loss of Technology Privileges, Up to 10 Day Suspension, Restitution
*Theft	Notify Parent, Detention, Restitution	Up to Three (3) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution
Intimidation/Threats	Mediation, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Tobacco; use, possession, or distribution of tobacco-like substance	Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension
Trespassing/Loitering	Notify Parent Detention Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Truancy, Unexcused Absences, or Leaving Campus without Authorization	Up to 1 Day Suspension	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
*Vandalism, Criminal Damage, Property Destruction	Detention, Up to Five (5) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution	Long Term Suspension, Restitution
Verbal Abuse- to student	Notify Parent Detention	Detention Up to Three (3) Day Suspension	Up to Five (5) Day Suspension

Verbal Abuse- to staff	Notify Parent, One (1) Day Suspension	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
Verbal Provocation	Detention, Up to (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Weapon, possession or use of	Up to 10 Day Suspension, Long Term Suspension	Long Term Suspension, Expulsion	
*Weapon-Simulated, possession of, use of, or threat to use	Notify Parent, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension

An asterisk (*) indicates that a police report will be filed.

EXPLANATIONS OF CONSEQUENCES

Informal Conference: An informal conference between an administrator and a student.

Administrative Warning: A formal conference and warning from the school official to the student.

Parent Contact: The parent is notified by phone or in writing of student conduct.

Detention: The student will be detained either before school, at recess, at lunch, after school, or on Saturdays. The student will be under the supervision of a school employee. Transportation will not be provided for those students on detention. Parent notification will be attempted in advance of the detention.

In-school Suspension/On campus Reassignment: At the discretion of the building-level administrator; students may be assigned this consequence for various infractions. Students will remain in a classroom or specified location working on school assignments, while supervised by a staff member.

Restitution: Students may be held liable for the cost of replacing or repairing school or personal property in the event of property damage, destruction, or theft.

Recommended Discipline Actions: Grades 9-12

Infraction	1st Referral	2nd Referral	3rd Referral
* Alcohol possession, use, under the influence or distribution of alcohol on District property or at a District sponsored event	Long Term Suspension,	Expulsion	
* Arson	Up to Expulsion Restitution	Expulsion, Restitution	
*Assault-Aggravated	Long Term Suspension, Expulsion, Restitution	Expulsion, Restitution	
*Assault-Student	Up to 10 Day Suspension, Long Term Suspension, Expulsion	Expulsion	
*Assault- Staff	Long Term Suspension, Expulsion	Expulsion	
*Bullying, Threatening and Intimidating Behavior, Including Harassment and Cyberbullying - to student	Mediation, Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Bullying, Threatening and Intimidating Behavior, Including Harassment and Cyberbullying - to staff	Up to 10 Day Suspension	Up to Long Term Suspension	Long Term Suspension, Expulsion
*Burglary	Up to Five (5) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution	Long Term Suspension, Expulsion, Restitution
Cheating, Falsification, Forgery, or Plagiarism			
Contraband	Detention, Long Term Suspension, Expulsion	Long Term Suspension, Expulsion	Long Term Suspension, Expulsion
Dangerous Instruments/Devices Possession, use of, or threat to use	Detention Up to 5 Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Death Threat	Up to 10 Day Suspension, May recommend evaluation with psychologist	Up to Long Term Suspension, May recommend evaluation with psychologist	Long Term Suspension, Expulsion, May recommend evaluation with psychologist
Defiance, Disrespect towards Authority, Insubordination, or Non-	Conference, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension

Compliance			
Disorderly Conduct	Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
Disruption	Conference, Detention	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
Dress Code Violation	Change Clothes, Notify Parent	Change Clothes, Detention Conference	Up to Three (3) Day Suspension
*Drugs; use, under the influence, distribution, or possession of drugs or drug paraphernalia on District Property or at a District sponsored event	Up to 10 Day Suspension	Long Term Suspension, Expulsion	Expulsion
Endangerment	Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Extortion	Notify Parent, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Long Term Suspension
*Fighting	Up to 10 Day Suspension (5 days ISS/5 days OSS)	Long Term Suspension, Expulsion	Expulsion
*Firearm	Long Term Suspension, Expulsion	Expulsion	
Gambling	Conference, Notify Parent, Detention	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
*Gang Related Activity, Secret Societies, Negative Group Affiliation	Up to Three (3) Day Suspension, Notify Police	Up to Five (5) Day Suspension, Notify Police	Up to 10 Day Suspension, Notify Police
Harassment	Detention, Up to Five (5) Day Suspension	Up to 10 Day Suspension	Up to Long Term Suspension, Expulsion
Hazing	Detention, Up to Five (5) Day Suspension	Up to 10 Day Suspension	Up to Long Term Suspension, Expulsion
Horseplay: Roughhousing, Recklessness, or Minor Aggressive Acts	Detention, Conference Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension
Inappropriate Language: Defamation, Hate Speech, Profanity (See Death Threat and Verbal Abuse as well)	Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension, Expulsion
Public Display of Affection	Administrative Warning, Detention	Conference, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
*Robbery	Up to 10 Day Suspension, Long Term Suspension,	Long Term Suspension, Expulsion,	Expulsion, Restitution

	Expulsion, Restitution	Restitution	
* School Threat/ Disruption of an Educational Institution	Expulsion		
*Sexual Harassment	Notify Parents, Conference, Detention, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Sexual Offenses; Pornography, Indecent Exposure	Notify Parent, Conference, Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension, Expulsion
*Sexual Offenses; Sexual Abuse, Sexual Assault	Up to Long Term Suspension	Long Term Suspension, Expulsion	Expulsion
*Surreptitious Photographing, Videotaping, or Filming	Up to 10 Day Suspension, Long Term Suspension	Up to Long Term Suspension, Expulsion	Expulsion
Tardy	Tardies 3-5 Notify Parent 30 minute detention	Tardies 6-9 Notify Parent, Saturday Detention	Tardies 10+ Up to 3 days Suspension
Technology Misuse/ Improper Use	Conference, Loss of Technology Privileges, Up to Three (3) Day Suspension, Restitution	Loss of Technology Privileges, Up to Five (5) Day Suspension, Restitution	Loss of Technology Privileges, Up to 10 Day Suspension, Restitution
*Theft	Up to Three (3) Day Suspension, Restitution	Up to Five (5) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution
Intimidation/Threats	Mediation, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Tobacco; use, possession, or distribution of tobacco-like substance	Up to Five (5) Day Suspension	Up to 10 Day Suspension	Long Term Suspension
Trespassing/Loitering	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Truancy, Unexcused Absences, or Leaving Campus without Authorization	Up to 1 Day Suspension	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
*Vandalism, Criminal Damage, Property Destruction	Up to Five (5) Day Suspension, Restitution	Up to 10 Day Suspension, Restitution	Long Term Suspension, Expulsion, Restitution
Verbal Abuse- to student	Notify Parent Detention	Detention Up to Three (3) Day Suspension	Up to Five (5) Day Suspension
Verbal Abuse- to staff	Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension

Verbal Provocation	Detention, Up to (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension
*Weapon, possession or use of	Long Term Suspension, Expulsion	Expulsion	
*Weapon-Simulated, possession of, use of, or threat to use	Notify Parent, Up to Three (3) Day Suspension	Up to Five (5) Day Suspension	Up to 10 Day Suspension, Long Term Suspension

An asterisk (*) indicates that a police report will be filed.

EXPLANATIONS OF CONSEQUENCES

Informal Conference: An informal conference between an administrator and a student.

Administrative Warning: A formal conference and warning from the school official to the student.

Parent Contact: The parent is notified by phone or in writing of student conduct.

Detention: The student will be detained either before school, at recess, at lunch, after school, or on Saturdays. The student will be under the supervision of a school employee. Transportation will not be provided for those students on detention. Parent notification will be attempted in advance of the detention.

In-school Suspension/On campus Reassignment: At the discretion of the building-level administrator; students may be assigned this consequence for various infractions. Students will remain in a classroom or specified location working on school assignments, while supervised by a staff member.

Restitution: Students may be held liable for the cost of replacing or repairing school or personal property in the event of property damage, destruction, or theft.

Middle School Handbook Changes

2019-2020

School Year

Page 4: added clear container with a lid or cap.

Page 9: added cell phones kept in lockers during the school day. Added and changed the violations on the matrix.

Page 10: added No back packs carried during the day to classrooms.

Page 16: removed ICU, we will do intervention/enrichment activities based on Missing work and our MAP data.

Page 19: added any unauthorized playing of games will be subject to disciplinary action determined by administration. Consequences are on the behavior matrix.

Page 21: added Smoking of any kind, with any device will be referred to law enforcement officials for a citation.

Page 21: added *To include cigarette, vape, juul, e-cigarette, or any other device that can contain nicotine, tobacco, or other substance considered illegal for consumption.

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18/19 to 19/20 handbook changes

18/19	Revised for 19/20
<p>Absences will be grouped under three main categories:</p> <ol style="list-style-type: none"> 1. Exempt: The Flandreau Public School will exempt (will not be counted towards the fourteen (14) class periods) for the following reasons: <ol style="list-style-type: none"> a. Bereavement for immediate family. (Father, Mother, Sibling, Grandparents) b. School activities c. Students who are hospitalized for a long period of time or if a doctor's note states that a student is not to attend school. d. Documented Excused Absences: medical, physical therapy, orthodontics, dental & legal appointments that cannot be scheduled after school hours and are necessary to be scheduled during the school day. e. Seniors will be allowed two days of college or technical school visits if they are arranged through the guidance counselor or principal's office. Juniors will be allowed one day to attend a college or technical school visit. f. Discretion of Administration 	<p>Absences will be grouped under three main categories:</p> <ol style="list-style-type: none"> 1. Exempt: The Flandreau Public School will exempt (will not be counted towards the fourteen (14) class periods) for the following reasons: <ol style="list-style-type: none"> a. Bereavement for immediate family. (Father, Mother, Sibling, Grandparents) b. School activities c. Students who are hospitalized for a long period of time or if a doctor's note states that a student is not to attend school. d. Documented Excused Absences: medical, physical therapy, orthodontics, dental & legal appointments that cannot be scheduled after school hours and are necessary to be scheduled during the school day. This will need to be verified in writing on formal letterhead and submitted to the high school office for approval. e. Seniors will be allowed two days of college or technical school visits if they are arranged through the academic advisor or principal's office. Additional days may be extended to Seniors, with special permission from the principal. Juniors will be allowed two days to attend a college or technical school visit. Sophomores will be permitted one day of college or technical school visit during the second semester of the school year. [HN1] f. Discretion of Administration <hr/> <p>[HN1] Changed to allow seniors additional time, at special request, to add an additional day for Juniors and a day for Sophomores (spring semester)</p> <ul style="list-style-type: none"> - Also added the need for documentation of unavoidable appointments
<p>If a student has not made up his or her hours by the end of the semester, the following will happen:</p> <ol style="list-style-type: none"> 1. No credit will be given for any class for that semester. 2. GPA will not be figured. 3. Will not be on any Honor Roll. 	<p>If a student has not made up his or her hours by the end of the semester, the following will happen:</p> <ol style="list-style-type: none"> 1. Student will lose credit in the class(es) with 14 or more absences. 2. GPA will not be figured. 3. Will not be on any Honor Roll.
<p>Extenuating Circumstances:</p> <ol style="list-style-type: none"> 1. Time that a student spends in the hospital would not count in the eight (8) class periods, as long as notification was received by the attending physician. 2. Time that a student must spend at 	<p>Extenuating Circumstances:</p> <ol style="list-style-type: none"> 1. Time that a student spends in the hospital would not count in the fourteen (14) class periods, as long as notification was received by the attending physician. 2. Time that a student must spend at

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<p>home for convalescence. This would have to be a doctor ordered with time specified.</p>	<p>home for convalescence. This would have to be a doctor ordered with time specified. This must be verified in writing on formal letterhead and submitted to the high school office for approval.</p>
<p style="text-align: center;">TRUANCY/UNEXCUSED ABSENCES</p> <p>An absence from school without the authorization of the parents or permission from the school principal is an unexcused absence and shall be considered truancy. The principal has the final say as to whether an absence is excused or unexcused.</p> <ol style="list-style-type: none">1. The first violation: a parent shall be notified by telephone, letter, or personal contact by the principal. Saturday detention will be assigned.2. Second Violation: The student shall be assigned to the alternative learning room for 1 day. A student will not be readmitted until a conference has been held with the parent, student, administrator, and/or counselor.3. Third Violation: The student shall be assigned to the alternative learning room up to 5 days. A student will not be readmitted until a conference has been held with the parents, student, administrator, and/or counselor. School administrators may recommend school expulsion not to extend beyond the school year for any additional truancy.	<p style="text-align: center;">TRUANCY/UNEXCUSED ABSENCES</p> <p>An absence from school without the authorization of the parents or permission from the school principal is an unexcused absence and shall be considered truancy. The principal has the final say as to whether an absence is excused or unexcused. The parent of a student who is habitually absent may be given a citation by the School Resource Officer, and will be referred to the States Attorney. This will be determined by the principal with consideration for individual circumstances.</p> <ol style="list-style-type: none">1. The first violation: a parent shall be notified by call or text by the principal's office. If unable to contact or leave a message for the parent, written notification may be delivered to the parent's home by the School Resource Officer or school liaison. Saturday detention will be assigned.2. Second Violation: The student shall be assigned to the alternative learning room for 1 day. A student will not be readmitted until a conference has been held with the parent, student, administrator, and/or academic advisor. <p>Third Violation: The student shall be assigned to the alternative learning room up to 5 days. A student will not be readmitted until a conference has been held with the parents, student, administrator, and/or academic advisor. School administrators may recommend school expulsion not to extend beyond the school year for any additional truancy.</p>
<p>ICU-INTENSIVE CARE UNIT Flandreau High School and Middle School will be using the Power of ICU program during the final 25 minutes of each school day. The purpose of this program is to create accountability with students in the high school and middle school. ICU provides a time for students that may require more individualized instruction to work with teachers in the specific content areas requiring attention. ICU is not optional for students. They are assigned to ICU by teachers on an "as-needed" basis. That being said, ICU is also not a disciplinary tool, rather it's a time for students to be able to have the guidance they may require to be more successful in the classroom.</p> <p>Students that have a missing assignment,</p>	<p>This will be deleted. No longer doing ICU. High School will be running daily intervention/enrichments based on assignments marked as "missing" in Infinite Campus and MAP data.</p>

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<p>unsatisfactorily completed assignment, poor quiz or test grade, etc. MAY be assigned to ICU by the teacher of the class in which it occurred. The student reports to that teacher during the ICU time to work toward remedying the issue.</p>	
<p>PARTICIPATION IN FIELD TRIPS Students must meet the following requirements in order to attend any off-campus (school-sponsored) events: 1. Must have D- or higher in all classes 2. Must have purple slip filled out by each teacher 3. Must not be on ICU</p> <p>PARTICIPATION IN ASSEMBLIES AND SPECIAL EVENTS Students must meet the following requirements in order to attend any on-campus assemblies or special events (unless determined otherwise by the principal) 1. Must not have an F in any core/required class 2. Must not have more than two outstanding assignments on ICU</p>	<p>PARTICIPATION IN FIELD TRIPS Students must meet the following requirements in order to attend any off-campus (school-sponsored) events: 1. Must have D- or higher in all classes 2. Must have purple slip filled out by each teacher 3. Must not have any outstanding detentions or Saturday School</p> <p>PARTICIPATION IN ASSEMBLIES AND SPECIAL EVENTS Students must meet the following requirements in order to attend any on-campus assemblies or special events (unless determined otherwise by the principal) 1. Must not have an F in any core/required class 2. Must not have any outstanding detentions or Saturday School</p>
<p>DRESS CODE</p> <p>Your individual grooming, the way you dress and how you behave have a direct bearing on how others react to you. Dress and grooming should be clean and appropriate to the situation. The administration reserves the right to determine whether a student's attire and appearance is potentially hazardous, disruptive to the education process, appropriate or acceptable. The administration may request a student to change attire.</p> <p>The following are examples of appropriate and inappropriate dress during school hours:</p> <ul style="list-style-type: none">A. Footwear must be worn at all times.B. Students may not wear caps, hats, visors, or bandanas in the building during the school day.C. All students must wear shirts, blouses, or sweaters that cover the chest, stomach and back.D. Sunglasses may not be worn in the building unless required for medical reasons and a note has been issued from a doctor.E. Shorts may be worn during the 1st and 4th nine-week periods. Shorts and skirts of reasonable length are permitted. Dresses, skirts and shorts, as well as slits in any of these garments and shorts are not to be shorter than fingertip length from front to back.F. Pants are not to be worn so that they expose the posterior part of the body or any underclothing.G. Clothing bearing inappropriate images or	<p>This will be changed to reflect a dress code that is less gender biased.</p>

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<p>messages is not permitted. Inappropriate is identified as related to drugs, alcohol, cigarettes, sexual content, discrimination, gang related clothing/gang symbols or any other subject banned by Board policy or regulation.</p> <p>H. Yoga pants, spandex shorts/pants, leggings, tights and similar articles of clothing must be covered by shorts, pants, a skirt or long top that is fingertip length from front to back.</p> <p>I. Immodest dressing is not permitted. Swimsuits, see-through tops and/or pants or clothing with immodestly located holes are not to be worn during school hours. Lounging and/or sleep wear, pajamas or bed garments are not permitted. Under garments shall not be exposed or worn as outer garments.</p> <p>J. No string/spaghetti strap tank tops or dresses may be worn during the school day.</p> <p>K. Spikes, chokers, dog collars, and chains are not permitted.</p> <p>Acceptability of attire will be determined by building administration. Students failing to meet stated standards of dress will be sent to the office where they will change, be sent home, or request a change of clothes from a parent or guardian. Students will not be allowed back into the classroom until they have changed. Additional violations may result either in detention or being sent to the alternative learning room.</p> <p>The administration may suspend the above dress code for special events.</p>	
<p style="text-align: center;">LOCKERS AND BACKPACKS</p> <p>Students will be assigned a locker in the academic locker area according to the class his/her completed credits warrant at the close of the second semester. Lockers and backpacks are assigned to students for their convenience, but remain the property of the school and may be opened by school authorities at any time. Periodic inspections will be held. Students are responsible for the locker and backpack assigned to them and are responsible for keeping them in good condition. Fines will be assessed for undue wear, damage, writing, or materials that are difficult to remove from the locker or backpack.</p> <p>All personal items and books should be kept in lockers. However, do not keep money or valuable items in lockers since they may not be secure in your locker. The school is not responsible for items lost or stolen from lockers or backpacks.</p> <p>Students shall not store in their lockers or backpacks,</p>	<p style="text-align: center;">LOCKERS AND BACKPACKS</p> <p>Students will be assigned a locker in the academic locker area according to the class his/her completed credits warrant at the close of the second semester. Lockers are assigned to students for their convenience, but remain the property of the school and may be opened by school authorities at any time. Periodic inspections will be held. Students are responsible for the locker assigned to them and are responsible for keeping them in good condition. Fines will be assessed for undue wear, damage, writing, or materials that are difficult to remove from the locker.</p> <p>All personal items, backpacks, cell phones, and books will be kept in lockers. The school is not responsible for items lost or stolen from lockers or backpacks.</p> <p>Students shall not store in their lockers or backpacks, or have in their possession, any items that are expressly prohibited or violate safety, health, or standard</p>

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<p>or have in their possession, any items that are expressly prohibited or violate safety, health, or standard morality. Examples are weapons, drugs, alcohol, tobacco, or any items that may jeopardize the welfare or safety of other students. Students will use only the locker and backpack assigned to them.</p>	<p>morality. Examples are weapons, drugs, alcohol, tobacco, or any items that may jeopardize the welfare or safety of other students. Students will use only the locker assigned to them.</p> <p>Students may use their own backpacks. Backpacks, shoulder bags, purses, or any bag aside from the laptop sleeve will not be permitted in the classroom.</p>
<p>ELECTRONIC COMMUNICATION DEVICE POLICY</p> <p>Students shall not use Personal Electronic Devices (PED's) during the school day. Personal Electronic Devices (PED's) encompass any electronic item in an individual's possession that is not provided through the school district such as cellular phones, IPODS, IPOD touches, MP3 players ,pagers, and PDA's, in the classrooms, hallways and other academic settings. Such devices can be disruptive to the learning environment and are inappropriate for the school settings.</p> <p><u>Cellular phones</u> may be used in designated phone zones before school and during lunch hour. Designated phone zone areas are in the lunchroom or gymnasium. These items must be put away, turned off, and out of sight at all other times, including passing periods. Any staff member is allowed to confiscate the item. Students who choose not to turn over their devices either to the person requesting or to the office will be given additional consequences.</p> <ul style="list-style-type: none">• 1st violation—item is confiscated and student is assigned one (1) hour of detention. The student will also lose phone zone privileges for one (1) week. Student may pick up phone after school.• 2nd violation—item is confiscated and student is assigned one (1) Saturday School. The student will also lose phone zone privileges for two (2) weeks. Parents will be required to pick up the phone.• 3rd violation—item is confiscated and student is assigned one (1) day of in-school suspension. The student will also lose phone zone privileges for three (3) weeks. Parents will be required to meet with building principal.• 4th violation—item is confiscated and student is assigned three (3) days of in-school suspension. The student will lose phone zone privileges for rest of school year. Parents will be required to meet with building principal.	<p>ELECTRONIC COMMUNICATION DEVICE POLICY</p> <p>Students shall not use Personal Electronic Devices (PED's) during the school day. Personal Electronic Devices (PED's) encompass any electronic item in an individual's possession that is not provided through the school district such as cellular phones, IPODS, IPOD touches, MP3 players ,pagers, and PDA's, in the classrooms, hallways and other academic settings. Such devices are disruptive to the learning environment and are inappropriate for the school settings.</p> <p><u>Cellular phones</u> may be used before school and during lunch hour. Phones and other Electronic Devices must be kept in lockers throughout the day, with the exception of lunch. Any staff member is allowed to confiscate the item. Students who choose not to turn over their devices either to the person requesting or to the office will be given additional consequences.</p> <ul style="list-style-type: none">• 1st violation—item is confiscated and student is assigned one (1) hour of detention. Student may pick up phone after school.• 2nd violation—item is confiscated and student is assigned one (1) Saturday School. Parents will be required to pick up the phone.• 3rd violation—item is confiscated and student is assigned one (1) day of in-school suspension. Parents will be required to pick up the phone.• 4th violation—item is confiscated and student is assigned three (3) days of in-school suspension. Parents will be required to pick up the phone.

<p style="text-align: center;">FOOD AND DRINK IN CLASSROOMS</p> <p>Outside food and drink will not be allowed in any classroom, unless approved by the principal.</p>	<p style="text-align: center;">FOOD AND DRINK IN CLASSROOMS</p> <p>Outside food and drink will not be allowed in any classroom, unless approved by the principal. Water, in a clear container with a lid/cap, is allowed in classrooms.</p>
<p>Since individual integrity is highly prized in all walks of society, Flandreau High School discourages cheating and dishonesty. Students found cheating on a test or assignment will be given a zero. Forging notes or misuse of passes will result in detention or restriction of privileges. Teachers will notify parents in all cases.</p>	<p style="text-align: center;">ACADEMIC INTEGRITY</p> <p>We are working on writing a clear Academic Integrity statement that includes a tier of consequences and teacher interventions/actions.</p>
<p>POLICY ON USE OF TOBACCO/TOBACCO PRODUCTS</p> <p>Smoking and the use of tobacco products is against South Dakota law. No student shall possess, use, sell, or dispense any tobacco/tobacco products during a school activity or on school property which includes buildings, grounds, parking lots and school buses. The student shall be subject to the following penalties:</p> <ol style="list-style-type: none"> 1. First Violation: 3 days in alternative learning room 2. Second Violation: 5 days in alternative learning room 3. Third Violation: 10 days in alternative learning room <p>NOTE: Smoking may be referred to law enforcement officials</p> <p>Possession of smoking related items such as lighters, matches, etc. would also result in suspension. Such items serve no legitimate educational purpose at school.</p>	<p>POLICY ON USE OF TOBACCO/TOBACCO-LIKE PRODUCTS</p> <p>Smoking and the use of tobacco products is against South Dakota law. No student shall possess, use, sell, or dispense any tobacco/tobacco-like products* during a school activity or on school property which includes buildings, grounds, parking lots and school buses. The student shall be subject to the following penalties:</p> <ol style="list-style-type: none"> 1. First Violation: 3 days in alternative learning room 2. Second Violation: 5 days in alternative learning room 3. Third Violation: 10 days in alternative learning room <p>NOTE: Smoking of any kind, with any device* will be referred to law enforcement officials for a citation.</p> <p>Possession of smoking related items such as lighters, matches, etc. will also result in suspension. Such items serve no legitimate educational purpose at school.</p> <p>*To include cigarette, vape, juul, e-cigarette, or any device that can contain nicotine, tobacco, or other substance considered illegal for consumption.</p>
<p>STUDENT CLUBS</p>	<p>STUDENT CLUBS</p>

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<p>Student clubs provide opportunities for students to participate, experience, and grow socially. Students interested in organizing a club must have a faculty advisor and submit a proposal/club compact to the principal for initial approval. Once approved, the club compact is given to the school board for formal approval. Student club meetings must take place outside regular school hours. Any club activities must be approved by Student Council and the principal, and must follow the same expectations as any other school function. Each club is expected to complete two community service tasks; only one of which may be of benefit to our schools.</p>	<p>Student clubs provide opportunities for students to participate, experience, and grow socially. Students interested in organizing a club must have a faculty advisor and submit a proposal/club compact to the principal for initial approval. Once approved, the club compact is given to the school board for formal approval. Student club meetings must take place outside regular school hours, unless there is school-wide club day. Any club activities must be approved by Student Council and the principal, and must follow the same expectations as any other school function. Each club is expected to complete two community service tasks; only one of which may be of benefit to our schools.</p>
	<p>RESTROOM</p> <p>Students are encouraged to use the restroom before school, between classes and during lunch, however, we understand that a student may need to use the restroom during class. It is best to wait until the teacher has finished instruction, and then ask for permission to go. The student must follow these expectations:</p> <ol style="list-style-type: none">1. Have passes available in his/her agenda (There are 10 passes per week).2. Present the agenda to the teacher to sign.3. Sign out on the sign out sheet and take the pass.4. Go to the restroom using only the ones by the lunchroom, resource center, or the private restroom in the high school office. Students are not allowed in the locker room unless under the direct supervision of a coach or PE teacher.5. Return to class and sign back in. <p>Students found using the restroom frequently as a means to get out of class will be subject to consequences. Students who require frequent restroom due to medical concerns must submit a doctor's letter to the office.</p>
	<p>LOCKER ROOMS</p> <p>Students are not allowed in the locker rooms during the regular school day unless under the direct supervision of a teacher or coach. Students are expected to keep their lockers clean and should not leave open food or</p>

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	<p>containers in the locker room as it attracts rodents and insects. Students should lock their lockers to maintain security of personal items. Students are expected to follow all school policies and rules while in the locker room, even during non-school hours. Locker rooms will remain locked during the school day, with the exception of when there is a PE class scheduled.</p>
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CONTRACT FOR PROVIDING SCHOOL HEALTH SERVICES
BETWEEN

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

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

Referred to as "School"

Referred to as "Provider"

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

I. THE PROVIDER

A. The Provider's services on this agreement shall begin on July 1, 2019, and end June 30, 2020 . The Provider will not pay for any services provided by the Consultant unless this contract is signed by all parties BEFORE THE CONSULTANT BEGINS TO PROVIDE SERVICES.

B. The Provider agrees to provide 230 hours (of which includes time spent traveling) of basic school health services listed below, as requested by the School at the rate of \$24.72 per hour:

i. PREVENTION CARE FOR CHILDREN

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

ii. STUDENT EDUCATION

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

C. The Provider agrees to provide school health services listed below, as requested by the School at the rate of \$41.20 per hour. These services are paid 100% by the School, as Public Health Alliance contract does not pay for any of these services:

- i. Assessment of individuals and groups of school children for head lice infestations.
- ii. The Provider agrees to supervise and monitor the school district's medication distribution policies and procedures.
- iii. Crisis Prevention and Education
- iv. Employee Education
 1. Educational sessions regarding specific disease/process (i.e. diabetes, allergic reactions, seizures etc.)
 2. Training for unlicensed assistive personnel for the South Dakota's Board of Nursing (SDBON) Unlicensed Diabetes Aide registry
- v. Diabetes services:
 1. Provider's nurse will be available to oversee and implement needed interventions for diabetic students as directed on each student's individualized medical management plan as ordered by his/her medical provider. On days that the provider's nurse is unavailable the school will provide appropriately trained personnel listed on the South Dakota's Board of Nursing (SDBON) Unlicensed Diabetes Aide Registry or have an appropriate parent or guardian provide the needed care. The Provider's nurse will delegate insulin administration when he or she is not physically present on site to administer the insulin. A nurse will be available via electronic communication for all mealtimes. An exact schedule can be determined between School Principal and Provider. Changes to the schedule needed by Provider and or School will be communicated via telephone.
 2. The time Provider spends providing services will be charged against total hours of services provided to the School.

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

II. THE SCHOOL

- A. The School agrees to provide clerical support as needed to provide services (such as assistance in directing students to screenings).
- B. The School agrees to provide space appropriate for services provided (including space that allows privacy for scoliosis screening and health assessments, quiet area for hearing screenings, etc.)
- C. The School agrees to distribute information to parents regarding services provided.
- D. The School agrees to hold harmless and indemnify the Provider, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of

performing services hereunder. This section does not require the School to be responsible for or defend against claims or damages arising solely from acts or omissions of the Provider, its officers or employees.

III. OTHER PROVISIONS

- A. **INTEGRATION/CHOICE OF LAW AND FORUM PROVISION:** This contract contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this contract. The terms and condition of this contract are subject and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in Hughes County, South Dakota.
- B. **TERMINATION PROVISION:** This contract can be terminated upon thirty (30) days written notice being received by the other party and may be terminated for cause by the Provider at any time with or without notice.
- C. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the South Dakota Legislature or the South Dakota Executive Branch for this purpose. This contract will be terminated for cause by the School if Congress, the Legislature or the Executive Branch fails to appropriate funds, terminates funding or refuses to grant expenditure authority. Funding termination is not a default by the School nor does it give rise to a claim against the School.
- D. **NONASSIGNMENT PROVISION:** This contract may not be assigned by either party without the written consent of the other.
- E. **AMERICANS WITH DISABILITIES ACT PROVISION:** The School agrees to provide all services required in this contract in compliance with the Americans with Disabilities Act (ADA) OF 1990, 42 U.S.C. # 12101-12213, and any amendments thereto.
- F. **SMOKE FREE WORK PLACE:** To promote a safe and healthy working environment for all people, the Provider strongly encourages the School to provide a smoke free work place in any buildings where services pursuant to this contract are rendered.
- G. **DRUG FREE WORK PLACE:** To promote health and safety, the School agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. The Provider reserves the right to terminate this contract if the School, or any of its employees or agents, is convicted of using illegal drugs.
- H. **RECYCLING:** To help preserve our natural resources and reduce the need for additional landfill space, the Provider strongly encourages the School to establish a recycling program, to promote the separation and recovery of recyclable materials, and to transport those recyclable materials to the nearest recycling center.
- I. **CIVIL RIGHTS POLICY PROVISION:** Both parties agree to provide services covered by this contract without regard to race, color, sex, religion, national origin, creed, marital status, age or disability as prohibited by state or federal law.
- J. **AUDIT REQUIREMENTS PROVISION:** Governmental sub-recipients are required to have audits performed in accordance with the Single Audit Act of 1984 and Office of Management and Budget Circular A-128, Audits of State and Local Governments. The School agrees to ensure that a copy of the final audit report is provided to the Department of Health Finance Office within thirty days upon receipt of the audit results. All audits may be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070.

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

The parties signify their agreement by signing below.

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

President, School Board

Date

Date

School Superintendent

Date

6720 FLANDREAU SCHOOL DISTRICT TOBACCO - FREE POLICY

The Flandreau School Board is dedicated to providing a healthy comfortable, and productive environment for staff, students, and citizens. The School Board believes that education has a central role in establishing patterns of behavior related to good health and shall take measures to help its students resist tobacco use. Curriculum related to tobacco - use prevention will be developed and introduced at the primary grade levels and given greater inept concentration at the secondary level. The School Board is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during formative years.

Therefore, it is the intention of the Flandreau School District to be tobacco-free.

To reach this goal, the school buildings and school vehicles will be tobacco-free beginning with the 1989-90 school year. Tobacco-free means that tobacco use (either smoking or chewing) will not be permitted by students, staff, or members of the general public.

All areas in buildings where people congregate for any school activities in the Flandreau School District will be tobacco-free beginning with the 1989-90 school year.

6/10/2019

Stipend acknowledgements:

Saturday School		
Beth Kayner	\$	1,100
Student Teachers--DSU		
Brooke Albertson	\$	125
Alison Zephier	\$	200
Family Math Night		
Laura Drietz	\$	50

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES**

This Contract is made and entered into between Harlow's School Bus Service, Inc., a North Dakota corporation with offices at 1021 S. 23rd St, Bismarck ND, 58504 (hereinafter referred to as "Harlow's" or "Contractor") and Flandreau Public School District #50-3, 600 West Community Drive, Flandreau, SD 57028, 605.997.3773 (hereinafter referred to as "FPSD").

1. Contract Term

This Contract shall commence on the date that this Contract is fully executed under authorization granted by the FPSD Board at its meeting and be effective July 1, 2019 until June 30, 2024 (the "Contract Term"). This contract will include the following academic years: 2019-2020 through 2023-2024 unless earlier terminated, as provided herein.

2. Termination

Contractor may terminate this contract by written notice of termination in the event FPSD fails to perform any obligation of FPSD under this contract. Contractor will continue to provide transportation services no more than one hundred and twenty (120) days from the date of the written notice of termination to FPSD. FPSD agrees to pay Contractor for transportation services under the payment schedule of this contract through the last day transportation services are provided by Contractor.

FPSD may terminate this contract with one hundred and twenty (120) days written notice of termination if any issue is brought to the Contractor and resolution of that issue cannot be agreed upon between FPSD and Contractor in a timely manner or if FPSD needs to discontinue service.

3. Insurance

Contractor will be required to furnish, prior to the signing of the contract, five million dollars (\$5,000,000) single limit for bodily injury and property damage liability as well an additional five million dollars (\$5,000,000) umbrella policy (or as mutually agreed upon) and such other insurance as required by the state of South Dakota, if any. The policy shall name FPSD as an additional insured and provide that such coverage may not be cancelled or materially changed without thirty (30) days prior written notice to FPSD.

Immediately upon notification of a bus involved in an accident, the Contractor shall notify the superintendent or designee by the quickest possible means. A detailed accident report form shall be submitted to FPSD as soon thereafter as possible, but not later than five (5) days after the accident.

4. Assignability

Contractor shall not assign or transfer all or any part of its interest in the contract without the written approval of FPSD.

5. Force Majeure

Neither FPSD nor Contractor shall be liable in damages or have a right to terminate this contract for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions or limitations, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

6. General Management

At the present time, FPSD has five (5) school-to-home routes driving approximately 425 miles per day operating one hundred and seventy-two (172) days per year (or per approved FPSD calendar). The Contractor shall provide for all vehicle(s), driver(s), as well as the maintenance and management of the same, to operate school buses for FPSD for the 2019-2024 school year(s). Contractor's designated supervisor shall be readily available for contact by FPSD representatives to address issues or concerns that arise during the school year. Contractor will be the primary supplier of bus transportation for FPSD during the term of this contract. FPSD guarantees the Contractor the right of first refusal of any additional transportation services during the term of this Contract.

Transportation contractor employees will enforce and comply with all policies, rules, and regulations adopted by the Flandreau School Board and Administration that govern the conduct of bus drivers; protection and supervision of children; and operation of transportation services for the Flandreau Public School District. All transportation personnel shall represent the Flandreau School District in a positive manner including appearance, conduct and in support of the Flandreau School District, school board, administration, personnel, and students. All transportation personnel shall treat student matters on a confidential basis.

All bus drivers shall conduct an annual student evacuation drill from their assigned bus.

The Contractor, with FPSD's approval or another mutually agreed upon arrangement may hire a bus attendant to assist a regular route driver with student control on a school bus if necessary.

Transportation office and bus garage shall be located within the city limits of Flandreau to provide ease of contact with the school and transportation service.

7. Routes

All students whose parents voluntarily enroll in the FPSD transportation program and who are eligible for school bus transportation for FPSD will receive bus transportation services. Due to safety concerns, any non-eligible rider will be reported to the school.

Bus routes shall be planned by the school district and changed when necessary with the School Board authorization so that the most efficient service is provided to the students of the school district. The Board reserves the right to contract with parents to provide transportation to a point on the bus route or to the school. Routing capacity assumption is: K-5th grade three (3) students to a seat, 6th-12th grade two (2) students to a seat. No changes on present routes shall be made except when directed by the Flandreau School District Board or superintendent. All route buses shall be in operation to transport children at the required times and locations on the days school is in session. Any addition or deletion of mileage will be adjusted at the current rate and added or subtracted from the monthly payment. The actual number of bus routes will be determined by the Contractor and Superintendent by August 1st prior to the start of a new school year, or as growth increases to justify additional routes for FPSD.

Bus drivers shall report any potential route hazards to the transportation supervisor. The transportation supervisor is responsible to work with township, county, and state to correct the potential hazard. The transportation contractor shall also conduct reviews of the routes to ensure that all low visibility stops due to hills or other obstacles that prevent clear vision are properly marked with appropriate traffic signs. Reasonable and infrequent late arrivals or departures resulting from unexpected traffic delays and mechanical failure will not be considered a breach of contract.

Contractor will maintain contact with the drivers with a two-way radio system or another form of communication.

Contractor will maintain an accurate record of miles per bus per route, per day, for General School Transportation, as well as for Field Trips and activities, for calculating any changes in fuel escalation payments to Contractor.

8. Vehicle and Maintenance Requirements

Contractor will provide and maintain at Contractor's expense all buses to be used by Contractor to perform this contract. Contractor will maintain the insurances on its buses pursuant to Section 3, above. All school buses shall be DOT certified, comply with South Dakota's specifications and registrations as well coordinating the inspection with the South Dakota Highway Patrol or representative.

Currently the Contractor agrees to maintain a fleet of at-least: five (5) route buses, one (1) activity bus and Contractor shall maintain an adequate number of spare buses that will be in full compliance with all requirements of state and federal laws, rules, and uniform standards. All buses shall have installed an external rotating strobe light to be in use during times of limited visibility. All route buses shall be equipped with two-way business band radios that are to be operated and installed in communication with a base station maintained as well operated by the school. Also, the transportation contractor shall install and operate a base station in the bus office that is in communication with buses and school. The transportation contractor shall provide the transportation supervisor a portable handheld business band radio to be in contact with the buses.

All buses will identify the "Flandreau School District #50-3" name in prominent letters on each side of all buses. Any variation from this name must have the approval of the superintendent of schools.

Fuel for buses used to perform this contract will be paid for by Contractor and reimbursed to Contractor pursuant to the Fuel Escalation Clause, Section 12, and the Fees and Expenses, Section 11.

Upon mutual agreement of the parties, lease purchasing of buses through Harlow's School Bus Service may be arranged at any point through this agreement.

9. Driver Requirements

Qualifications: Only drivers who hold the appropriate license and endorsements as well sustain a US DOT Medical Examiners Certificate will operate the Contractor's vehicles. All drivers must pass a national criminal background check (HireRite) which includes fingerprinting as well as annual motor vehicle record (MVR) check. Immoral conduct or driving a school bus or other vehicle under the influence of alcohol or other drugs by the bus drivers or substitute drivers is strictly prohibited and shall be considered cause dismissal of the driver.

A full-time bus supervisor shall be employed on a twelve-month basis. All drivers must meet and maintain the requirements of the laws and rules of the State of South Dakota. The supervisor and all drivers must be approved by the Flandreau School Board prior to employment with the transportation contractor.

Contractor will conduct driver training which shall not be less than nine (9) hours per year (or as required).

10. Activities and Field Trips

Contractor is the primary transportation solution and agrees to provide transportation for student activities on an as needed basis. Payment will be based on a per mile payment with a minimum charge per trip. "Down time" shall begin at arrival at the destination and end at departure. Hourly rate & down time items will be invoiced in quarter hour increments (¼ or .25).

In the event of an overnight trip, Contractor will be paid the South Dakota state rate for driver(s) lodging and meals in addition to "down time" with maximum of twelve (12) hours daily. Drivers and buses shall be immediately accessible to the school district representative and students at all times during the waiting time period. FPSD transportation personnel will work with Contractor's management for timely advance scheduling of drivers and buses for all trips.

11. Fees And Expenses

Invoice And Payment Terms: Payment from FPSD is due and payable within fifteen (15) days of receipt of invoice after the month in which such transportation services were provided.

Payment for General Transportation shall be based upon a total annual cost divided by nine monthly payments starting in September (invoice August) and continuing through May. The final payment of transportation services will be made at the end of the school year.

Fees: The fees for Contractor's services under this Contract (the "Fees") will be pursuant to the following payment schedule, subject to the Fuel Escalation Clause, Cost Of Living Escalator and Government/ School Mandates provisions, Sections 12, 14 and 15 respectively:

General School Transportation

General Transportation Annual Rate for 2019-20 \$2.99/Mile
o \$218,569/ Year or \$24,285.44/ Month (\$2.99 mile * 425 miles * 172 days)

School Field Trips and Activity Transportation

School Bus Activities \$2.51/Mile
Minimum Charge for Short Trip \$75.00
Down Time, Per Hour, Per Driver: \$14.98/ Hour

Cancellation Fees Due To Weather And Road Conditions: When the School Buses are unable to safely provide transportation due to inclement weather, road conditions, or other emergency conditions, Contractor's services shall be cancelled. Cancellation shall result in payment to Contractor at fifty percent (50%) of cost for the scheduled services that were cancelled. This is only if the cancelled school day and/or events are not made up. The decision as to whether the transportation services will be provided shall be that of FPSD and Contractor's management, pursuant to a procedure established by FPSD and Contractor.

12. Fuel Escalation Clause

The base price of fuels (gas, propane or diesel) is established at \$2.00 per gallon which includes Federal and State taxes. A fuel escalator amount will be added to the base contract price. The rate of increase will be one cent (\$.01) per mile for every five cents (\$.05) increase in fuels above \$2.00 per gallon. If fuels decrease in the price below \$2.00 per gallon, the payment will be adjusted at the same rate as the escalator clause. Price adjustments will be made on the 25th of each month based on the price of fuels at that time. All fuels for the operation of school buses shall be purchased from a vendor or distributor whose business is located in the Flandreau School District.

Upon mutual agreement of the parties, alternative fuel purchasing arrangements may be developed whereby the school may purchase the fuel and deduct from mileage contract according to mutual agreement of the parties.

13. Option to Renew

FPSD and Contractor agree to meet by April 30, 2024, to renegotiate any extended years and rates to this Contract. This Contract may be renewed for an additional term of five (5) years or as mutually agreed.

14. Cost of Living Escalator

Effective July 1, 2020, and for subsequent years of this contract, general transportation, field trip and activity cost, down-time (cost price per line item) shall increase by the greater of 2.75% or annual Consumer Price Index (CPI) Urban determined in April of each year. <https://www.bls.gov/cpi/> . Contractor will provide FPSD a formal letter annually.

15. Complying with Government and/or School Mandates

If during the term of the contract there are any federal, state or local mandates: (a) requiring modification of Contractor's equipment or vehicles used to perform the contract, or, (b) which result in an increase in the business/operational cost of the Contractor during any one school contract year, then FPSD and the Contractor will negotiate to determine which party will bear the cost of complying with such mandate(s), including the cost of implementing any mandate(s), and the Contractor's rate of payment(s) for services to FPSD during the remainder of the contract term. If FPSD and Contractor are unable to agree on a price adjustment to the contract due to such mandate(s), then either FPSD or Contractor may terminate this contract with one hundred and twenty (120) days written notice to the other. In the event no agreement can be reached, FPSD and Contractor agree to cooperate to transition transportation services back to FPSD, FPSD agrees to pay Contractor at the rates otherwise set forth herein until the transition is complete, and neither FPSD or Contractor will make a claim against the either for not completing the term of this contract.

The contract amounts may be adjusted by negotiation between Contractor and the School Board if mandatory employee health insurance is required by the federal government.

After the signing of this agreement, in the event of new laws, rules and regulations as required by State or Federal jurisdictions or in the event of exorbitant operational increases that would place new demands on the Contractor and would substantially increase the cost of this agreement, the Contractor has the right to renegotiate this agreement. The scope of renegotiations would be limited to the reasons specified in this paragraph.

16. Indemnification

Contractor agrees to indemnify and hold FPSD, its governing board, officers, employees harmless and promises to defend same from all claims or damage, penalties of any kind related to the operation and maintenance of the buses or any obligations under this contract.

FPSD agrees to indemnify, defend and hold harmless Contractor, and all of its affiliated and related entities and governing board, officers, directors, employees, successors and assigns, attorneys, insurers, and representatives, individually and in their official capacity, from any and all claims, actions, damages and liability, including the cost of investigation, litigation expenses, appeal costs and attorney's fees, to the extent resulting from any claims or suits which result from any negligent or intentional action or omission of FPSD and/or FPSD's affiliates and related entities, employees, agents or representatives arising out of or relating to FPSD performance or failure to perform any of its obligations under this Contract.

17. Nondisclosure

As used in the Contract, "Confidential Information" means any information disclosed by or relating to a party whether of a technical, business or other nature (including without limitation, all information relating to FPSD students transported by Contractor, their families, and the employees of FPSD that generally is not known to the public. Each party will not disclose Confidential Information of the other party without the prior written consent of that party, except as required by law. Each party will take all reasonable measures to avoid disclose, dissemination or unauthorized use of Confidential Information provided to it by the other party.

18. Governing Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws in the State of North Dakota, without regard to its principles of conflict of laws. The Parties consent to exclusive jurisdiction of the federal and state courts of the State of North Dakota in Burleigh County for all disputes arising out of this Contract.

19. Arbitration Clause

In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

20. Relationship of Parties

This Contract is not intended and shall not be construed to create an agency, partnership, joint venture, employment of franchise relationship between FPSD and Contractor. The Contractor will not represent or hold itself out to be part of FPSD or a partner or agent of FPSD. The contractor shall not enter into any agreement on FPSD's behalf or in FPSD's name.

Contractor and FPSD agree that the relationship of the Parties under this Contract is that of an independent contractor. Neither Contractor, nor any member, agent, employee, officer or official of Harlow's, shall be held or deemed in any way to be an agent, employee, officer or official of FPSD.

21. Severability

If any portion of this Contract shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each portion and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. Modification

No waiver, alteration or modification of any of the provisions of this contract shall be binding upon any party unless in writing and signed by the authorized representative of the party against whom such waiver, alteration or modification is sought to be enforced. Each such amendment, waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

23. Entire Contract

This Contract shall constitute the entire contract between the Parties and supersede any prior understandings between the Parties with respect to the subject matter hereof.

24. Notice

All notices, requests, demands, waivers, consents and other communications (“Notices”) under this Contract (A) shall be in writing; shall be delivered (1) via hand delivery, (2) by other electronic means, (3) by overnight air courier or (4) by Certified Mail, with return receipt requested; and (B) shall be directed to the party being notified at the following addresses (or at such other addresses as the Parties may designate in writing):

For Contractor: Harlow’s Bus Service, Inc. 1021 South 23 rd Street Bismarck, ND 58504 Attn: Corporate General Manager	For FPSD: Flandreau Public School Dist. 50-3 600 West Community Drive Flandreau, SD 57028 Attn: Superintendent or Designee
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Notices are deemed received upon receipt given methods listed above.

25. Headings

The headings used in this Contract are for the convenience of the parties and for illustration only, and are not to be used for determining or interpreting any of the rights or obligations herein.

ACCEPTANCE OF AGREEMENT

The signatures below indicate acceptance of the terms and conditions of this Contract as described above. Upon signature, this Contract shall be binding on the Parties. This Contract may be executed in counterparts, each of which shall be deemed an original, which together, shall constitute one and the same Contract. A signed copy of this Contract delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

HARLOW’S SCHOOL BUS SERVICE, INC.

FLANDREAU PUBLIC SCHOOL DIST. 50-3

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Clerk of the Board

Date