

Tentative Agenda

Monday, September 14, 2020

6:00 pm

Flandreau School Board

Elementary Commons

Below are links for the live stream of the school board meeting:

LiveTicket = <http://fliers.liveticket.tv/>

- I. PLEDGE OF ALLEGIANCE
- II. OPEN FORUM *
- III. APPROVAL OF AGENDA
- IV. COMMUNICATION – Recognition of visitors
 - a. Administration reports.
 - b. Disclosure/Conflict of Interest – HB 1214.
- V. CONSENT AGENDA
 - a. Approval of minutes, financial statements, and bills.
- VI. NEW BUSINESS
 - a. Designate critical personnel.
 - b. Homecoming activities.
 - c. ASBSD Policy review.
 - d. Adult meal prices.
 - e. Payroll taxes
 - f. Stipends.
 - g. Acknowledge Public School exemptions.
 - h. Open enrollments.
 - i. SDSU student teachers.
 - j. Comprehensive Plan.
 - k. Acknowledge Lunchtime Solutions, Inc. workers.
 - l. Acknowledge Harlow's Bus Service, Inc. drivers.
 - m. Executive Session according to SDCL 1-25-2 (1), (3).
 - n. Resignations.
 - o. New hires.
 - p. 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 will invite those comments when we reach that point in the meeting. Please state your name before you begin speaking.

SCHOOL BOARD MEETING

August 10, 2020

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Elementary School commons at 6:00 p.m. Board members Kevin Christenson, Jamie Hemmer, Kelly Kontz, and Tom Stenger were present. Members Kari Burggraff and Brian Johnson were absent. Superintendent Rick Weber, Business Manager Stacey VanBeek and Principals Nichole Herzog, Justin Kelm, and Brian Relf were also present.

The Pledge of Allegiance was recited.

08-033.20 Motion by Christenson, seconded by Hemmer to approve the agenda. All voted aye.

There was no open forum.

Member Tammy Lunday arrived at 6:01 p.m.

Visitors to the meeting: Becky Cramer, Nicole Heier, Kari Lena-Helling, Chelsea Molden, Laura Peters, Jean Pulscher, Brenda Wade Schmidt, Brendan Streitz, Elizabeth White.

Superintendent's report was given. The topic of pole vault was discussed again and tabled for a later meeting.

School counselors presented some "Mental Health Matters" information.

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

08-034.20 Motion by Kontz, seconded by Hemmer to approve the consent agenda consisting of minutes for the regular meeting on July 13, 2020 and the special meetings on July 27, 2020, and August 3, 2020; the financial reports as of July 31, 2020, with a correction of \$213.13 in interest to Fund 77 for the June financial reports; the bills in the amount of \$78,280.35 be allowed from General Fund; \$236,794.02 be allowed from Capital Outlay Fund; \$30,203.67 be allowed from Special Education Fund; \$18,221.17 be allowed from Food Service Fund. All voted aye.

08-035.20 Motion by Hemmer, seconded by Lunday to approve the form to allow parents/guardians/others to transport students to and from activities, with permission. All voted aye.

08-036.20 Motion by Kontz, seconded by Christenson to approve limiting the attendance at extra-curricular activities. Those who can attend include all high school students, all staff, and four "tickets" to be distributed to persons of their choice by each participant in the contest (coaches, athletes, managers, statisticians, cheerleaders). Regular admission prices still apply to those allowed to attend, and no one will be allowed admission without a ticket. Aye—Christenson, Kontz, Lunday, Stenger. Nay—Hemmer. Motion carried.

08-037.20 Motion by Hemmer, seconded by Lunday to require that masks be worn for extra-curricular events held inside the building and to strongly recommend that masks be worn for extra-curricular events held outside. All voted aye.

08-038.20 Motion by Kontz, seconded by Christenson to approve modified concession stand procedures and items served. All voted aye.

08-039.20 Motion by Christenson, seconded by Kontz to not allow public open gyms in the school facilities at this time. All voted aye.

08-040.20 Motion by Christenson, seconded by Kontz to allow Flandreau student groups such as lower level sports to continue to use school facilities for practices and games, the same rules about masks will apply. All voted aye.

08-041.20 Motion by Hemmer, seconded by Kontz to designate the superintendent, business manager, administrative assistant, principals, secretaries, and custodians as critical personnel during the pandemic. Aye—Christenson, Hemmer, Kontz, Stenger. Nay—Lunday. Motion carried.

08-042.20 Motion by Christenson, seconded by Lunday to approve the following stipends: Summer Tech: Dan Hall \$1420. Summer work: Niki Herzog \$825, Justin Kelm \$1075, Brian Relf \$1025. All voted aye.

Acknowledge public school exemptions.

08-043.20 Motion by Kontz, seconded by Christenson to accept the resignation of Amy Schoeberl, elementary paraprofessional. All voted aye.

08-044.20 Motion by Hemmer, seconded by Kontz authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1) and (3). All voted aye. The Board thereupon went into executive session at 7:32 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 7:55 p.m.

08-045.20 Motion by Kontz, seconded by Lunday to approve the contract of Gordon Pulscher, part-time evening custodian at \$13.50/hr. All voted aye.

08-046.20 Motion by Christenson, seconded by Hemmer to approve Karlee Krogman as the FB cheer coach at \$1283. All voted aye.

08-047.20 Motion by Christenson, seconded by Lunday to approve Jaden Groff as a part-time ELL paraprofessional at \$11.90/hr. All voted aye.

08-048.20 Motion by Kontz, seconded by Lunday to approve Alissa Weide as a part-time ELL paraprofessional at \$11.90/hr. All voted aye.

08-049.20 Motion by Christenson, seconded by Lunday to approve Joe Parsley as a volunteer football coach. All voted aye.

Gross salary for July is as follows: Instruction \$176,353.54; Support Services \$80,319.85; Social Security \$18,275.69; Retirement \$15,320.40; Insurance \$24,715.28. Special Education Fund: Instruction \$23,292.08; Support Services \$23,832.23; Social Security \$3,384.14; Retirement \$2,936.27; Insurance \$5,567.69. Food Service Fund: Salaries \$1,134.24; Social Security \$82.61; Retirement \$67.48; Insurance \$669.36.

08-050.20 There being no further business, motion by Hemmer, seconded by Lunday to adjourn the meeting at 7:56 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 August 31, 2020

	General Fund	Capital Outlay Fund	Special Education Fund	Impact Aid Fund	Bond Redemp. Fund	Food Service Fund	Enterprise Fund (DE)	Trust and Agency Fund
Balance forward:	1,802,924.33	1,298,567.89	70,628.43	380,056.86	85,444.97	198,979.60	7,640.43	534,077.33
<u>Local Sources:</u>								
Taxes	8,916.43	10,813.36	6,203.79		1,896.46			
Interest	8.98	6.46	0.35	1.90	0.42	0.99		
Co-Curricular	2,517.00							
Misc	32,551.76		4,457.81			13.86		
Meals/milk						12,290.75		
Student Activities								49,527.13
Transfers In/Out	-	-						
<u>Intermediate Sources:</u>								
County Apportionment	9,675.34							
<u>State Sources:</u>								
State Aid	256,996.00		31,237.00					
State Apportionment	-							
Bank Franchise Tax	-							
Impact Aid	-							
Mentor teachers	-							
State Assessed Utilities	-							
<u>Federal Sources:</u>								
Grants	13,941.10							
Total Revenue:	324,606.61	10,819.82	41,898.95	1.90	1,896.88	12,305.60	-	49,527.13
Total Available:	2,127,530.94	1,309,387.71	112,527.38	380,058.76	87,341.85	211,285.20	7,640.43	583,604.46
Disbursements:	(409,774.21)	(236,794.02)	(91,565.89)	-	-	(18,256.97)	-	(71,034.31)
Balance on hand 8-31-20	1,717,756.73	1,072,593.69	20,961.49	380,058.76	87,341.85	193,028.23	7,640.43	512,570.15

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING AUGUST 31, 2020

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	3,321.15	-	-	3,321.15
CLASS OF 2020	317.30	-	-	317.30
CLASS OF 2021	5,012.55	-	-	5,012.55
CLASS OF 2022	-	1,171.18	254.00	(917.18)
COMMUNITY REWARDS	13,122.22	325.48	-	12,796.74
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY ACTIVITY	7,794.53	-	-	7,794.53
ELEMENTARY WEEKEND FUEL	4,274.40	-	-	4,274.40
FLEX PROGRAM	12,739.79	2,230.15	1,777.05	12,286.69
FFA	6,684.39	1,000.00	-	5,684.39
FFA LAND PLOT	-	-	-	-
IMPREST	4,000.00	443.04	-	3,556.96
MIDDLE SCHOOL ACTIVITY	3,908.13	1,054.75	-	2,853.38
NATIONAL HONOR SOCIETY	162.42	2,490.00	686.00	(1,641.58)
PAYROLL WITHHOLDING	17,708.39	50,932.25	43,809.32	10,585.46
PBIS - HS	222.34	125.94	-	96.40
PBIS - MS	152.85	125.95	-	26.90
PBIS - EL	483.42	-	-	483.42
REVOLVING ACCOUNT	0.00	-	-	0.00
SCHOLARSHIP - BECHEN	11,626.56	500.00	-	11,126.56
SCHOLARSHIP - EVANS	-	2,000.00	2,000.00	-
SCHOLARSHIP - FFA LAND	84,135.96	-	-	84,135.96
SCHOLARSHIP - FULLER	6,754.12	-	-	6,754.12
SCHOLARSHIP - GENERAL	17,882.39	507.77	-	17,374.62
SCHOLARSHIP - JELLIFE	6,071.17	-	-	6,071.17
SCHOLARSHIP - DAKOTALAYERS	5,666.90	-	-	5,666.90
SCHOLARSHIP - LEE	209,173.07	3,000.00	-	206,173.07
SCHOLARSHIP - MASONIC	20,233.84	224.04	-	20,009.80
SCHOLARSHIP - RICE	6,071.17	68.19	-	6,002.98
SCHOLARSHIP - RUSCH	72,838.79	803.62	-	72,035.17
SCHOLARSHIP - WITTERN	10,281.29	2,500.00	-	7,781.29
SCHOLARSHIP - HURSEY	-	500.00	500.00	-
SCHOLARSHIP - JONES	-	500.00	500.00	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
SCHOOL EMP. CONTRIBUTIONS--HS	298.56	-	-	298.56
SCHOOL EMP. CONTRIBUTIONS--MS	150.79	31.95	-	118.84
SCHOOL EMP. CONTRIBUTIONS--EL	293.57	-	-	293.57
SMOOTHIE SHOP (LIFESKILLS)	15.69	-	-	15.69
STUDENT BODY ACCOUNT - HS	1,058.01	500.00	0.76	558.77
STUDENT COUNCIL - HS	922.81	-	-	922.81
TITLE VI STUDENT FUNDRAISING	22.56	-	-	22.56
TITLE VI UNITED WAY (AFTER SCH GRAN	676.20	-	-	676.20
TOURNAMENT PLAYOFFS	(0.00)	-	-	(0.00)
TOTALS	534,077.33	71,034.31	49,527.13	512,570.15

BILL LISTING - September 14, 2020

GENERAL FUND:

Area II Supt	Dues	100.00	
Automatic Building Controls	Services	462.91	
BanKoe	Services	333.00	
Blum, Karissa	Background check	43.25	
BMO Procurement Card			
A-OX	Services	123.30	
Amazon	Supplies	4,350.88	
Demco	Supplies	148.46	
Easy Time Clock	Time clock software	30.00	
Elite Business	Services	752.33	
EricArmin Inc	Supplies	399.32	
Flocabulary	Subscription	96.00	
G&R	Repairs	2,439.51	
Innovative	Supplies	6.40	
JCL	Supplies	9,636.00	
JW Pepper	Music	133.96	
Kuta	Software	150.00	
Learning A to Z	Subscription	115.45	
Medco	Supplies	2,007.80	
Music Class	Subscription	195.00	
Nearpod	License	120.00	
Office Peeps	Services	406.30	
One Office	Supplies	622.95	
Sams	Supplies	830.06	
Scholastic	Subscriptions	4,532.15	
School Specialty	Supplies	1,687.08	
Scuta	Licensing	195.00	
Sunshine Foods	Memorial	63.90	
Themes & Variations	Subscriptions	149.95	
Tyler Lumber Company	Supplies	980.62	
Vast	Services	759.92	
Verizon	Telephone services	52.13	
Walmart	Supplies	617.42	31,601.89
Booster	Advertising		92.00
Chicago Children's Choir	Supplies		35.00
City of Flandreau	Utilities		17,572.77
Dakotacare	Services		140.65
Duke, Erin	Background check		43.25
Eng Services	Services		880.00
Fastenal	Supplies		11,649.50
First Dakota Indemnity	Insurance		1,437.00
Flandreau Bakery	Supplies		402.36
Flandreau Flower Shoppe	Supplies		180.00
Harlows Bus Services	Services		25,851.33
Infield, Brooke	Background check		43.25
Johanson, Kelly	Background check		43.25
Krogman, Karlee	Background check		43.25
LeBrun, Lachelle	Ticket reimbursement		130.00
Lincoln Electric	Supplies		619.01
Lowes	Supplies		595.81
Maynards	Supplies		3.99
Medco	Supplies		541.64
MidAmerican Energy	Utilities		271.95
Midwest Glass	Supplies		17.50
Molden, Chelsea	Supplies		19.84
Moody County Enterprise	Services		604.24
Muth Technology	Services		210.10
Office Peeps	Maintenance		682.10
Petty Cash	Postage		51.60
Plank Road Publishing	Subscription		136.35
Plucker, Christy	Course reimbursement		35.00
Rieff, Jasmyrn	Translating		700.00
River's Edge	Gasoline, supplies		66.42
Sam's Club	Membership		106.51
SASD	Membership		639.00
School Datebooks	Supplies		620.37
SDACTE	Dues		767.00
Staples	Supplies		1,721.16
Sturdevants	Supplies		2.39
Tractor Supply	Supplies		105.56

United Laboratories
Vander Griff, Shana

Supplies 1,246.23
Background check 43.25

TOTAL GENERAL FUND 100,891.68

CAPITAL OUTLAY FUND:

Benchmark Ed Co
BMO Procurement Card

Curriculum 7,612.00

Amazon
BSN
Fox Print
JCL
One Office
Riddell
School Specialty
Teacher Synergy

Supplies 1,675.36
Uniforms 6,015.50
Supplies 1,452.70
Supplies 1,800.00
Supplies 571.52
Supplies 2,631.45
Supplies 5,709.73
Software 352.22 20,208.48

Cengage Learning
Connecting Point
Edgenuity
Follett
G&R Controls
Green Eggs and Ram
Learning A to Z
Randall Stanley
Ronning Construction
Saddleback

Curriculum 619.50
Services 18,220.29
Licenses 12,000.00
Library books 185.77
Air filtration system 47,655.00
Supplies 1,048.00
Curriculum 545.90
Services 650.00
Services 65,900.00
Curriculum 2,799.78

TOTAL CAPITAL OUTLAY FUND 177,444.72

SPECIAL EDUCATION FUND:

Provider
Provider
BMO Procurement Card

Services 880.60
Services 1,442.67

Amazon
Provider
Ed Helper
LSS
Menards
Mindware
Pearson
SLP
Teacher Synergy
Verizon
Walmart

Supplies 161.38
Services 22,049.75
Subscription 39.98
Interpreter 30.00
Supplies 53.23
Supplies 57.75
Testing 669.11
Speech subscription 182.75
Supplies 320.30
Telephone services 52.13
Supplies 35.29 23,651.67
Dues 150.00
Services 3,832.11
Supplies 210.34
Services 1,768.91
Supplies 53.51
Services 1,273.23

Cleveland, Suzie
Goodcare
Oriental Trading
Prairie Lakes Coop
Reading Warehouse
Provider

TOTAL SPECIAL EDUCATION FUND 33,263.04

FOOD SERVICE FUND:

BMO Procurement Card

Sams

Supplies 155.84 155.84
Services 365.82
Supplies 656.62
Supplies 372.00
Services 7,491.04

Carlson & Stewart
Cash-Wa
Green Eggs and Ram
Lunchtime Solutions

TOTAL FOOD SERVICE FUND 9,041.32

Critical workers

* ASBSD/COSA comment: On August 18, 2020, CISA issued new Essential Critical Worker guidance (Version 4.0). <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce> . The new guidelines did not add K-12 education as a new 17th critical infrastructure sector. The new guidelines state

“While earlier versions were primarily intended to help officials and organizations identify essential work functions in order to allow them access to their workplaces during times of community restrictions, Version 4.0 identifies those essential workers that require specialized risk management strategies to ensure that they can work safely. It can also be used to begin planning and preparing for the allocation of scarce resources used to protect essential workers against COVID-19.”

The new guidelines go on to state “[w]e recommend that jurisdictions and organizations use the essential critical infrastructure worker list as a tool to begin engaging with the essential worker community in the planning for the allocation of potential scarce resources should COVID-19 cases continue to increase or enter a second wave.”

* ASBSD/COSA comment: On August 18, 2020, CISA issued new *Essential Critical Worker Guidance (Version 4.0)*. <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>

- An Education section was added to the list of identified essential critical infrastructure workers. Previous versions of the list did not include essential workers in critical infrastructure work settings, such as schools, that were presumed to be closed at the time of publication. Reflecting ongoing national discussions around reopening, this version includes these workers. <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>

* ASBSD/COSA comment: The new guidelines includes an *Advisory Memorandum On Ensuring Critical Infrastructure Workers Ability to Work During the COVID-19 Response*. https://www.cisa.gov/sites/default/files/publications/Version_4.0_CISA_Guidance_on_Essential_Critical_Infrastructure_Workers_FINAL%20AUG%2018v2_0.pdf .

The *Advisory Memorandum* states

This list is advisory in nature. It is not, nor should it be considered, a federal directive or standard. Additionally, this advisory list is not intended to be the exclusive list of critical infrastructure sectors, workers, and functions that should continue to work safely during the COVID-19 response across all jurisdictions. ...

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.

The CISA *Advisory Memorandum* then identifies Essential Critical Infrastructure Workers in EDUCATION (in addition to workers in other sectors). The same language and list is found in , CISA’s new *Essential Critical Worker Guidance (Version 4.0)*. (<https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>).

- Workers who support the education of pre-school, K-12, college, university, career and technical education, and adult education students, including professors, teachers, teacher aides, special education and special needs teachers, ESOL teachers, para-educators, apprenticeship supervisors, and specialists.
- Workers who provide services necessary to support educators and students, including but not limited to, administrators, administrative staff, IT specialists, media specialists, librarians, guidance counselors, school psychologists and other mental health professions, school nurses and other health professionals, and school safety personnel.
- Workers who support the transportation and operational needs of schools, including bus drivers, crossing guards, cafeteria workers, cleaning and maintenance workers, bus depot and maintenance workers, and those that deliver food and supplies to school facilities.
- Workers who support the administration of school systems including, school superintendents and their management and operational staff.
- Educators and operational staff facilitating and supporting distance learning.

https://www.cisa.gov/sites/default/files/publications/Version_4.0_CISA_Guidance_on_Essential_Critical_Infrastructure_Workers_FINAL%20AUG%2018v2_0.pdf

* ASBSD/COSA: Should school boards consider identifying which school employees (positions) are critical infrastructure employees?

Answer: Yes, it is recommended that school boards consider and determine whether their school employees are to be deemed as critical infrastructure employees, and if so, which employees. As just noted, the Government Facilities sector, Education Facilities Subsector, includes pre-kindergarten through 12th grade public schools as critical infrastructure. ASBSD and the COSA Board of Directors submit that the local school board has the sole responsibility and authority to decide whether school employees/positions are deemed to be critical infrastructure workers, and furthermore formal school board action (motion, second, discussion and vote) would be required in order for the Board to designate any employee/position to be a critical infrastructure worker.

* ASBSD/COSA: Why is it important for school boards to consider identifying whether school employees (positions) are critical infrastructure employees?

Answer: Determining whether school employees (positions) are critical infrastructure employees has significant ramifications in the school setting, for employees in positions deemed to be critical infrastructure employees, and also for students, parents, co-employees, school administrators, and the school district as a whole.

CDC guidance states “[t]o ensure continuity of operations of essential functions, CDC advises that critical infrastructure workers may be permitted to continue work following potential exposure to COVID-19, provided they remain asymptomatic and additional precautions are implemented to protect them and the community.”

Student Council Homecoming Proposal.

2020 Homecoming...One for the Books.

Dress Up Days:

- They are normal as long as they follow the school dress code and mask requirements.

Little Orpheum:

- Skits are pre-recorded and will be presented at coronation as well as online.
- Coronation would be live streamed with each candidate getting 10(?) tickets. Their groups will be spaced at least 6 feet apart around the gym. HS students may attend and will have a designated spot for their grade. All will have masks. A student council rep will be at the door making sure only students and ticketed participants get in.
- Each candidate will do a short video about themselves that will be played while they are walking up
- Will do the Queens first, so we can social distance on the stage, then the Kings
- Video of last year's king and queen instead of in person

Friday Activities:

- High School does games outside with masks all while social distancing. Possible split groups—some grades inside while others play
- Parade:
 - o Mini Parade.
 - Parade would be around the school and would consist of the king and queen, homecoming court, and the sports teams. Each would have their own truck/flatbed or more if needed for social distancing. They would loop around the school and stadium and the elementary and middle school grades would take turns coming outside and cheering them on.
 - OR possibly having the homecoming court and teams in designated spots and each grade walks by cheering them on
 - Live streamed leading into the pep rally
- Pep Rally **depending on weather—info on school website**
 - o Good Weather
 - Football stadium
 - Band on the field spread out
 - Just high school students
 - Each grade in designated spots—with masks on
 - Public in a designated spot with masks highly recommended
 - Live streamed for public and other grades
 - o Bad Weather
 - In the gym
 - No band
 - Just high school students
 - Each grade in designated spots
 - Public on the floor with masks and spaced out seating



August 21, 2020

TO: Rick Weber, Supt., Flandreau School District
FR: Gerry Kaufman, ASBSD Director of Policy & Legal Services

Dear Rick:

I apologize for the delay in getting back to you after we talked earlier this week regarding ASBSD policy services.

There are actually three different review options.

The first type of review is what I call the traditional method. I review the District's policies and give feedback on each policy, and note policies which the District does not have but could or should consider. This is done via email.

The second option is similar to the first option and in addition to giving the feedback about/on individual policies I recommend specific policy language changes, and if the District does not have certain policies then I add those policies as well. This is also done via email.

Both of these options are fee based as shown in the "Policy Review, Revision and Drafting" section in the cost information which can be found on the ASBSD Policy Services website. Here is the link on the ASBSD Policy Services website to ASBSD Policy Services Cost Information. You will see that the cost per hour is on a decreasing scale.

<https://simbli.eboardsolutions.com/News/DetailNews.aspx?S=1020&NTID=1&NID=10>

The third option is the ASBSD Online Policy Services. The on-line service allows for the school to communicate directly and on-line in "real-time" with ASBSD, and vice versa, as school district policies are being reviewed and revised, and as new school board policies are added. ASBSD partnered with the Georgia School Boards Association in 2013 in order to bring the online policy review program to SD (eBoardSolutions, EBS/Simbli, is a component within the Georgia School Boards Association, and with whom ASBSD works directly). The ASBSD Online Policy Services brochure can be found at

<http://asbsd.org/wp-content/uploads/2020/05/ASBSD-Online-Policy-Services-brochure.pdf>.

The Online package includes web site hosting and maintenance of school district's policies which are linked to the school website under the School Board heading. The Online package includes

10 free hours of ASBSD policy review, analysis, amending current policies and drafting of new policies. ASBSD time beyond the first 10 hours is based on the standard fee for Policy Review, Revision and Drafting. As also shown on the Cost Services document, ASBSD will upon request also review, analyze and work with a school district with respect to staff and student handbooks and the collective bargaining agreements(s) to ensure that those documents are consistent with school board policy.

If a school chooses to use the ASBSD/EBS online policy service for reviewing and revising policies, after a school is signed up EBS works with the District to set up the policy webpage, the "base policies" which are used for the review are loaded, and EBS and ASBSD do training with the school on using the interactive policy review process between the District and ASBSD. The Board would have to give formal authorization to proceed to utilize ASBSD's policy services. If the Board chose to utilize the online policy review service, the motion would be something like this: "Motion to use ASBSD's online policy review program for the Scotland School District School Board policy review and revision."

When it comes to the question of "where to start" an on-line policy review, school districts have an option of starting with the current school district policies as the "base policies" or using the ASBSD sample policies as the "base policies." Every school participating in the online policy program at the present time opted to have the system loaded with ASBSD sample policies and use those as the "base policies" and then bring in and incorporate the local school district policies to the extent desired by the District. The rationale for using ASBSD sample policies as the "base policies" from which to start is that it saves time and therefore is more cost efficient for the school district.

There are several starting options when it comes to actually doing the reviews, i.e., when it comes to which policies are reviewed first. Attached is one sequence option. A second option is using the recently amended and new ASBSD sample policies), which can be found at

<https://simbli.eboardsolutions.com/News/ViewNewsAttachment.aspx?S=1020&AID=81> .

A third option for progressing through the policy review is to just go through the policies in the order that they are found in a school district policy manual. This option is generally not taken simply because generally school boards and superintendents believe, like I do, that some policies may actually be more significant than others, and if ASBSD recently updated certain policies it would make sense for the school to address those policies first. I would stress, however, that ultimately it is the school's decision on which policies are addressed in what sequence.

Similarly, it is up to the District to decide how many policies the Board wishes to review at its meetings. The number can vary simply because of the nature of the policy being reviewed – some, such as a policy on public participation and school board meetings, may generate more discussion than another people which deals with the process by which vacancies on the school board are filled. Also, if the School Board has a policy committee which would review proposed/ recommended changes before they go to the full Board, that could impact the number of policies which go to the Board at a regular board meeting.

Districts are of course interested in the cost of an ASBSD online policy review. I generally estimate the cost for a policy review being in the \$6,000 - \$6,500 range. Because review time

can vary so much between school districts it is not possible to give a firm quote. In addition to the amount of time reviewing and revising the board's policies, other factors, such as the extent of school district active involvement in the review process (and school board members and school administrators can devote only so much time to policy review and revision) as compared to having ASBSD predominantly doing the review and revisions and making recommendations to the school district, and the number of school board policies to be reviewed impacts the cost. You had indicated that the District recently did a review, so it is very possible that the cost would be less than the above estimate. Whether the district wishes to have the board policies cross referenced with the employee and student handbooks and/or the district's collective bargaining agreement can also impact the cost.

Should you have any follow-up comments or questions please do not hesitate to contact me.

Thank you.

Gerry

Gerry Kaufman, ASBSD Director of Policy & Legal Services
Office 605-773-2513; Cell 605-350-1102
306 E. Capitol Ave., Pierre, SD 57501
gkaufman@asbsd.org

RECOMMENDED POLICY REVIEW SEQUENCE

1. **BFC: Policy Adoption**
2. **JGB: Restraint and Seclusion**, and exhibits (incident report form and debriefing form)
3. **AH: Conflict of Interest Disclosure and Authorization**, **AH-E(1): Conflict of Interest Disclosure**, and **AH-E(2): School Board Action on Conflict of Interest Disclosure of a Direct Benefit**
4. **GCDB: Criminal Background Checks**
5. **BDDH: Public Participation at Board Meetings** and **BDDH-E(1): Public Participation at Board Meetings - School Board Meeting Speaker Sign-in Sheet**
6. **JFCD: Bullying**, **JFCD-E(1): Bullying - Complaint Report Form**, **JFCD-E(2): Bullying - Complaint Appeal to the Superintendent**, and **JFCD-E(3): Bullying - Complaint Appeal to the School Board**
7. **ACAA: Sexual Harassment**, **ACAA-E(1): Sexual Harassment - Complaint Report Form**, **ACAA-E(2): Sexual Harassment - Complaint Appeal to the Superintendent**, and **ACAA-E(3): Sexual Harassment - Complaint Appeal to the School Board**
8. **KL: Complaint Against School Employee**, **KL-E(1): Complaint Against School Employee - Report Form**, **KL-E(2): Complaint Against School Employee - Appeal to the Superintendent**, and **KL-E(3): Complaint Against School Employee - Appeal to the School Board**
9. **JHG: Reporting Child Abuse**
10. **ACAB: Prohibition Against Aiding or Abetting Sexual Abuse**
11. **JO: Student Records** and **JO-E(1): Student Records - Notice of Rights**
12. **JOA: Student Directory Information**, **JOA-E(1): Student Directory Information – Notice**, and **JOA-E(2): Student Directory Information Opt-Out**
13. **JOB: Student Surveys** and **JOB-E(1): Student Surveys - Notice of Rights** and **JOB-E(2): Student Surveys - Consent Form**
14. **BD: School Board Meetings**
15. **BDA: Electronic Communication by Board Members**
16. **BDDC: Agenda Preparation and Dissemination**
17. **BDDE: Parliamentary Procedure**, **BDDE-E(1): Parliamentary Procedure Guide**, and **BDDR-E(2): Motions Chart**
18. **BBE: School Board Member Vacancy** and **BBE-E(1): School Board Member Vacancy - Application to Complete Unexpired Term**
19. **BBF: Board Member Code of Ethics**
20. **JECB: Open Enrollment**
21. **JEAA: Students Alternative Instruction**
22. **JEC: School Admissions**
23. **JECOA: Grade Placement, Credits of Students Enrolling from Unaccredited Schools and Alternative Instruction**
24. **JECAC: Transfer from an Accredited School**
25. **JFCH: Alcohol and Other Drug Use by Students**
26. **JGD: Student Suspension and Expulsion**
27. **AC: Nondiscrimination in Federal Programs**, **AC-E(1): Nondiscrimination in Federal Programs - Complaint Report Form**, **AC-E(2): Nondiscrimination in Federal Programs - Complaint Appeal to the Superintendent**, **AC-E(3): Nondiscrimination in Federal Programs - Complaint Appeal to the School Board**
28. **JHCD: Administration of Medications to Students** and **JHCD-E(1): Administration of Medications to Students - Consent Form**

ASBSD Policy Services Cost Information

Service	Description	Cost
Online Sample Policies	Over 450 online sample policies with search capability.	Included in ASBSD Membership
Consultation	Phone and email responses to policy related questions.	Included in ASBSD Membership
Policy Email Alerts	Receipt of ASBSD email policy alerts.	Included in ASBSD Membership
Fee Based Services:		
School District Policy Review, Analysis, Revision and Drafting [Within fiscal year]	Review, analysis, revision and drafting of school district policies, regulations and exhibits with applicable legal references.	
	a. Up to 10 policies	\$100/hr
	b. 11 to 20 policies	\$90/hr
	c. 21 to 30 policies	\$80/hr
	d. 31 to 40 policies	\$75/hr
	e. 41 to 50 policies	\$70/hr
	f. 51-75 policies	\$65/hr
	g. 76-100 policies	\$60/hr
	h. Over 100 policies	\$55/hr
Collective Bargaining Agreement Review and Analysis	Collective Bargaining Agreement/Master Contract/Negotiated Agreement review and analysis; cross referenced with school district policies.	\$100/hr
Handbook Review, Analysis and Revision	Review, analyze and revise school district handbooks; cross referenced with school district policies.	\$100/hr
Subscription Based Services		
School District Online Policy Services Package	Website hosting of school policies, includes: <ul style="list-style-type: none"> • 10 hours of ASBSD review, analysis, revision and drafting of school district policies, • Access and search capabilities of all school district policies hosted by ASBSD & Simbli (a component of the Georgia School Board Association). 	
	One time set up fee (includes online training on use of software)	\$1,000
	Annual hosting with telephone and online technical support. Cost based on student enrollment.	
	1) Less than 250	\$300
	2) 251-500	\$600
	3) 501-750	\$900
	4) 751-1,000	\$1,200
	5) 1,001-1,750	\$1,500
	6) 1,751-2,500	\$1,800
	7) 2,501-5,000	\$2,400
	8) 5,001-7,500	\$3,000
	9) 7,501-25,000	\$3,600
	10) Over 25,000	\$4,300
c. ASBSD uploading school district policy manual	\$20/hr	

ASBSD Online Policy Services



**School board policies have the
full force and effect of the law**

Wessington Springs Ed. Assoc. v. Wessington Springs Sch. Dist., 467 N.W.2d 101 (S.D. 1991)

<http://policy.asbsd.org>

ASBSD's Online Policy Services

- **Organize** your district's policy book electronically with a personalized website hosted by ASBSD & Simbli.
- Administrators and school board members can review your district's policies **at any time** through your district's policy page.
- Ten hours of **in-depth analysis and review** of your policies, written amendments to current policies and drafting of new policies (available to new subscribers for one year).
- **Access, edit and update** your current policies and add new policies in real time, right as your school board is amending and adopting.
- Search policies of fellow members of the board policy community.

Annual and Set Up Fees

One-time set up fee: \$1,000 (set up fee includes online training for use of software)

Annual fee based on district enrollment:

◇ Less Than 250 — \$300	◇ 1,751 to 2,500 — \$1,800
◇ 251 to 500 — \$600	◇ 2,501 to 5,000 — \$2,400
◇ 501 to 750 — \$900	◇ 5,001 to 7,500 — \$3,000
◇ 751 to 1,000 — \$1,200	◇ 7,501 to 25,000 — \$3,600
◇ 1,001 to 1,750 — \$1,500	◇ Over 25,000 — \$4,300

OPTIONAL: ASBSD will upload your district's policies onto the website for a fee of \$20/hour

<http://policy.asbsd.org>

What member districts are saying



The ASBSD Policy Service process allowed our school board to thoroughly review our policies in a streamlined and consistent manner.

Bennett County Superintendent Stacy Halverson



The school board and administration wanted to revise existing policy to reflect current issues and legislation. Having the capability to edit policy online, in real time, will only expedite the process and make it seamless.

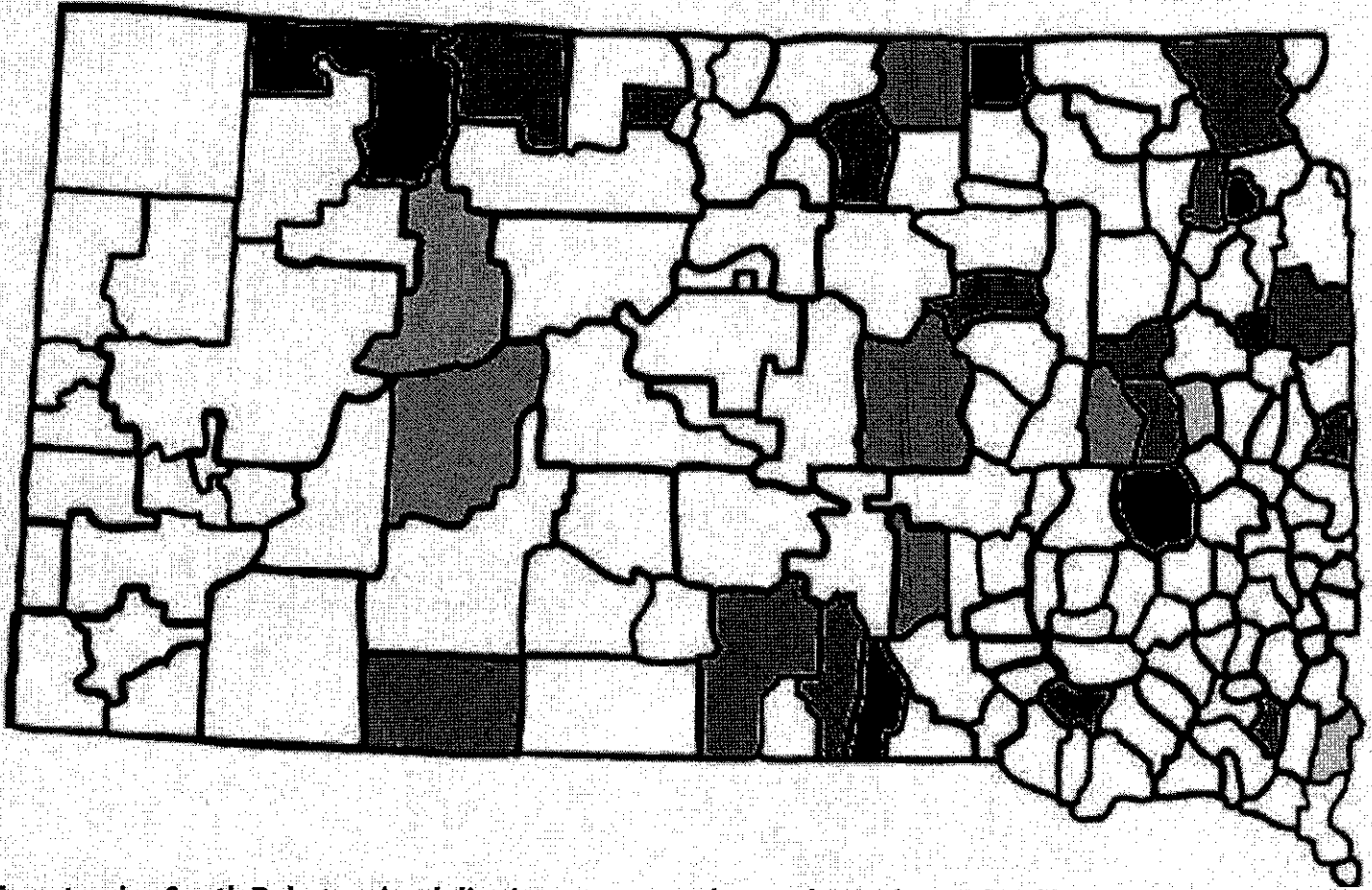
Deuel Superintendent Chad Schiernbeck



The ability to edit online policies will help in expediting the process of updating the board policies.

Lemmon Business Manager Anita Stugelmeyer

Join our school board policy community



Twenty-nine South Dakota school districts are currently members of our school board policy community: Alcester-Hudson, Bennett County, Burke, Castlewood, Centerville, De Smet, Deuel, Dupree, Edmunds Central, Elkton, Frederick Area, Gregory, Haakon, Howard, Iroquois, Kimball, Lake Preston, Lemmon, Leola, McIntosh, Miller, Redfield, Sisseton, Smee, Summit, Tripp-Delmont, Waubay, Willow Lake & Winner. School board policy community members can share, view and discuss school board policies with fellow districts. Sharing and discussing will enhance the policy knowledge of our public schools.

Director of Policy Services Gerry Kaufman

Email: gkaufman@asbsd.org

Phone: 605.773.2513

Fax: 605.773.2501

Policy Services Associate Kay Thompson-Tieszen

Email: kay@asbsd.org

Phone: 605.773.5204

Fax: 605.773.2501

ASBSD website: <http://asbsd.org>

ASBSD Policy Services Website: <http://policy.asbsd.org>



Weber, Rick

From: VanBeek, Stacey
Sent: Thursday, September 10, 2020 12:57 PM
To: Weber, Rick
Subject: Adult meal pricing

We had to raise our adult/guest lunch prices to \$3.85 and adult/guest breakfast prices to \$2.30, per the below information from the state:

Adult Meal Price (lunch)

- USDA recently released the reimbursement rates; the adult meal price formula adds the following amounts:
 - Free rate of reimbursement (3.51 if regular reimbursement; 3.53 if 60% or more free/reduced)
 - Federal Performance-based Reimbursement (.07)
 - Value of USDA Foods (.2450)
 - Value of State Match Funds for USDA Foods (.0164)
 - **Regular Reimbursement schools must charge adults at least 3.84**

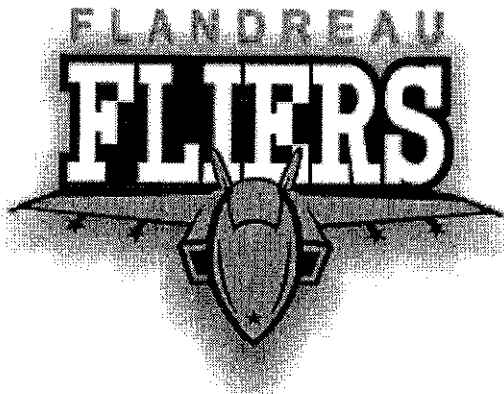
Adult Meal Price (breakfast)

- Adult meal price for breakfast must be at least the free rate of reimbursement
 - **Severe-Need: 2.26**

Thank you,

Stacey VanBeek

Business Manager
Flandreau Public Schools
605-997-3263



Subject:
Attachments:

deferral of payroll taxes
Scanned from a Xerox Multifunction Printer.pdf

Payroll taxes

Attached is the information on the deferral of payroll taxes that we currently have.

Although we cannot tell you what to do on this, as a firm, we are not going to do this.

All we can do is forward on the information that we have been given, you will have to make the decision.

*Terri Post, CPA, CGMA
Quam, Berglin & Post, P.C.
110 W Main
PO Box 426
Elk Point SD 57025*

August 28, 2020

Late on Friday, the IRS issued much-anticipated guidance on the payroll tax deferral that was ordered by President Donald Trump in a presidential memorandum on Aug. 8 ([Notice 2020-65 \(https://www.irs.gov/pub/irs-drop/n-20-65.pdf\)](https://www.irs.gov/pub/irs-drop/n-20-65.pdf)). The notice allows employers to defer withholding on affected employees' compensation during the last four months of 2020 and then withhold those deferred amounts during the first four months of 2021

Under the guidance, employers can defer the withholding, deposit, and payment of certain payroll taxes on wages paid from Sept. 1 through Dec. 31, 2020. The deferral applies to the employee portion of the old-age, survivors, and disability insurance (OASDI) tax under Sec. 3101(a) and Railroad Retirement Act Tier 1 tax under Sec. 3201. The due date for withholding and payment of these taxes is postponed until the period beginning Jan. 1, 2021, and ending April 30, 2021.

The deferral applies to any employee whose pretax wages or compensation during any biweekly pay period generally is less than \$4,000. The notice defines applicable wages, for these purposes, as:

wages as defined in [Sec.] 3121(a) or compensation as defined in [Sec.] 3231(e) paid to an employee on a pay date during the period beginning on September 1, 2020, and ending on December 31, 2020, but only if the amount of such wages or compensation paid for a bi-weekly pay period is less than the threshold amount of \$4,000, or the equivalent threshold amount with respect to other pay periods.

Amounts excluded from wages or compensation under Secs. 3121(a) or 3231(e) are not included when determining applicable wages.

Under the notice, the determination of applicable wages is to be made on a pay-period-by-pay-period basis — meaning that if the amount of compensation payable to an employee for a particular pay period is less than the threshold amount (\$4,000 for biweekly pay periods), then the payroll tax deferral applies to that compensation, irrespective of the amount paid to that employee in other pay periods.

The notice requires affected employers to withhold and pay the deferred taxes from wages and compensation paid during the period between Jan. 1, 2021, and April 30, 2021. Interest, penalties, and additions to tax will begin to accrue on unpaid taxes starting May 1, 2021. The notice says, that, if it is necessary, employers can "make arrangements to otherwise collect the total Applicable Taxes from the employee" but does not provide details on that requirement.

9/14/2020

Stipend acknowledgements:

PBIS Training

Kali Ahlers	\$	320
Josh Cleveland	\$	70
Kimberly DeKruif	\$	160
Julia Fargen	\$	160
Kristi Fischer	\$	70
Amber Hoffman	\$	240
Kari Lena-Helling	\$	160
Samantha Luze	\$	320
Chelsea Molden	\$	160
Laura Peters	\$	160
Elizabeth White	\$	80

Summer Tech

Dan Hall	\$	400
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Back to School Planning

Jaime Fryslie	\$	260
Dan Hall	\$	120
Ann Kuper	\$	180
Kari Lena-Helling	\$	285
Christy Plucker	\$	205
Julie Relf	\$	180
Lori Williams	\$	130

MEMORANDUM OF AGREEMENT ESTABLISHING A TEACHER EDUCATION HUB

By and Between

SOUTH DAKOTA STATE UNIVERSITY (hereinafter, "SDSU"),

and

Flandreau School District 50-3

_____ School District

_____ School District

(hereinafter, "Districts" or, individually, "District")

I. PURPOSE

SDSU and Districts have executed, and anticipate executing in the future certain agreements to place teacher candidates of the SDSU Teacher Education Program (hereinafter, "Program") in Districts' schools, in order for the candidates to obtain required field experience for the award of a degree. To augment the Program's effectiveness and more efficiently employ the resources of all parties, SDSU and Districts intend by this Agreement to partner in the development and operation of a Teacher Education Hub (hereinafter, "Hub")—a collaborative, group-based initiative for supporting and evaluating the in-classroom performance of Program teacher candidates assigned to schools in Districts that are in close proximity to each other. The Hub shall entail a regular meeting where teacher candidates and their clinical faculty, clinical educators, and clinical mentors meet to exchange ideas and review video of teacher candidate in-classroom performance to provide feedback and evaluations. This initiative also includes, but is not limited to:

- a. Placement and support for the full year residency and semester long programs involved in the SDSU Teacher Education program.
- b. Placement and support for the early field experiences involved in the SDSU Teacher Education program.
- c. Professional development for clinical educator teachers in the Hub schools.

II. TERM & EFFECT

- a. This Agreement is open-ended.
- b. The Commitments of this Agreement as between SDSU and any single District will, unless explicitly stated otherwise, commence each time SDSU and the District sign a "Secondary/K-12 Field Experiences" agreement—a copy of which is attached as **Exhibit A** to this Agreement—or like agreement (hereinafter, "Underlying Agreement"). Any Underlying Agreement, when signed by SDSU and the District, shall be incorporated into this Agreement as if an addendum and an attachment hereto.
- c. The Commitments of this Agreement shall continue between SDSU and a District for the duration of their Underlying Agreement, unless explicitly stated otherwise, and those Commitments shall be renewed with each subsequent Underlying Agreement signed between SDSU and the District, which shall, in turn, similarly set the duration of this Agreement's Commitments between them. There shall not be any limit to the number of Underlying Agreements that trigger the Commitments under this Agreement.
- d. This Agreement may be terminated by SDSU for any or no cause within thirty (30) days of SDSU serving written notice of the termination on the participating Districts.
- e. A District may only rescind its participation in this Agreement, and sever its rights and commitments hereunder, when no Underlying Agreement between the District and SDSU is effective, and within thirty (30) days of the District serving written notice of the rescission on SDSU and the other participating Districts. Such rescission

may be for any or no cause, and the rescission shall be reduced to writing. Termination of this Agreement shall occur when all Districts rescind their participation in this Agreement.

III. SDSU COMMITMENTS

- a. SDSU shall involve the faculty of its Department of Teaching, Learning, and Leadership in the Hub to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. These efforts shall be undertaken under the guiding principle of demonstrating research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the SDSU faculty.
- b. Teacher candidates will be approved by SDSU faculty each year. The candidates will fill out the necessary applications to be considered for a clinical placement, providing references, transcripts, and other information as deemed necessary by SDSU.
- c. SDSU will compensate District-provided clinical educators for their role in clinical supervision duties associated with the full-year residency and semester-long programs. The compensation rate will be determined on an annual basis. Graduate credits may be available to clinical educators for clinical supervision duties.
- d. SDSU will assign a clinical mentor to assist and support both teacher candidates and clinical educators to reflect, dialogue, and study their experiences in the classroom, examine video-recordings of each other's teaching, and address questions emerging from this practice. The SDSU clinical mentor will meet every three weeks, on average, for two hours with the teacher candidates and clinical educators within each Hub or provide supervision at a similar level.
- e. SDSU will share data regarding performance of the residency program and teacher candidates with the Districts in accordance with the Family Educational Rights and Privacy Act (FERPA).
- f. SDSU Department of TLL will collaborate with Districts in the selection of clinical educators. The total number of clinical educators and teacher candidates at the Hub sites will be determined annually based on need and availability of clinical educators.
- g. Teacher candidates must:
 1. Meet TLL requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
 2. Be fully enrolled in the Program at SDSU and registered for course work toward graduation during their involvement with the residency or semester long program.
 3. Be under joint supervision of the clinical mentor and clinical educator in the school they are assigned. The clinical supervisory team will be headed by assigned SDSU faculty and clinical faculty mentor, with involvement from the clinical educator and building principal
 4. Be personally responsible for individual health insurance and professional liability insurance.

IV. DISTRICTS COMMITMENTS

- a. Districts will each select clinical educators from the existing school staff to work with the teacher candidates and the SDSU faculty. Districts will collaborate with SDSU to match the interests and capabilities of clinical educators with those of the teacher candidates. The clinical educators will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Specific requirements for clinical educators include:
 1. Three years of successful K - 12 teaching.
 2. Certification in the area(s) the teacher candidate is to be placed.

3. Administrator approval and recommendation to serve as a clinical educator.
 4. Completion of Co-Teaching training or intent to complete training.
 5. Completed application by the clinical educator.
- b. Clinical educators will assume the following responsibilities regarding the teacher candidate: assigning work, observing, supervising, critiquing, keeping records, and filing necessary reports to SDSU. Clinical educators are also expected to participate in clinical mentoring seminars every three (3) weeks and assist teacher candidates in the process of reflection on their practice. Teacher candidates shall be allowed to engage in an increasingly full year classroom experience (beginning with a few days in semester 7 and culminating in everyday in semester 8).
 - c. Districts may provide paid opportunities to teacher candidates during the residency experience in the form of vouchers for reduced or free services from community businesses; substitute teaching (ten (10) days maximum); free breakfast and/or lunch; free tickets to school extracurricular activities; or other approved opportunities through the schools in which teacher candidates are placed. Teacher candidates will be individually responsible for the expenses of their SDSU tuition, fees, travel, books, and other costs of undergraduate study.
 - d. Districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA and as required for national accreditation purposes.
 - e. Districts will allow video-recording of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with District and SDSU policy and procedures.
 - f. Hubs may be required to provide classroom space for embedded course work during clinical experiences.

V. TERMS AND CONDITIONS. The following provisions shall apply at all times for the duration of this Agreement:

- a. **Indemnification and Hold Harmless Clause.** Each District understands, agrees to, and shall indemnify, defend, and hold harmless the State of South Dakota, SDBOR, SDSU, as well as their officers, agents and employees, (hereinafter, "Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Indemnitees on account of loss of or damage to any property, or for injuries to or the death of any person, where the loss, damage, injury, or death is caused by, arises out of, or is in any way related to, in whole or in part, any act, omission, professional error, fault, mistake, or negligence of that District, its employees, agents, representative, or subcontractors, or their subcontractors' employees, agents, or representatives, in connection with or incidental to the performance of this Agreement and/or any Underlying Agreements, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of that District and/or its subcontractors or claims under similar laws and obligations, and that this aforementioned obligation shall survive the termination/rescission, or the end of, this Agreement and in perpetuity. Districts and SDSU recognize that each District's obligation under this Provision shall not extend to any liability caused by the sole negligence of the Indemnitees.
- b. **FERPA.** Each District and SDSU shall also maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by FERPA. Each District and SDSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives Student Information may use the information only for the purpose(s) for which the disclosure was made. Recipient party or parties to this Agreement shall not use or disclose Student Information received from or on behalf of the disclosing party or parties to this Agreement except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the

disclosing party or parties. Each District and SDSU agree not to use Student Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or conclusion of the Agreement, recipient party or parties shall return all Student Information to the disclosing party or parties or, if return is not feasible, destroy all Student Information. Each District and SDSU shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of the disclosing party or parties or their students. These measures will be extended by Agreement to all subcontractors used by each District. The recipient party or parties shall report to the disclosing party or parties any use or disclosure of Student Information not authorized by this Agreement or authorized in writing by the disclosing party or parties.

- c. **Insurance.** SDSU, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL chapters 3-21 and 3-22, as well as participation in the Public Entity Pool for Liability agreement. Districts and SDSU agree that such insurance shall satisfy all insurance requirements as to SDSU for this Agreement.
- d. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of South Dakota.
- e. **Non-Discrimination.** Districts and SDSU agree to be bound by applicable state and federal laws and regulations governing Equal Employment Opportunity and Non-Discrimination, and to similar SDBOR and SDSU policy requirements.
- f. **Non-Agency.** Districts and SDSU agree that each District's employees are not agents or employees of the other Districts or of SDSU. Districts and SDSU agree that SDSU's employees are not agents or employees of the Districts.
- g. **Funding Out.** Districts and SDSU acknowledge that legislative action, including the failure of the Legislature to appropriate funds, may require the curtailment or termination of some or all of SDSU programming and support, which in turn may impact the availability of personnel, students, and facilities to be used under this Agreement. Districts and SDSU acknowledge further that they are obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail this Agreement based on these considerations.
- h. **Anti-Kickback.** Districts and SDSU certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws.
- i. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the remaining terms shall not be affected, and, if possible, the rights and commitments of Districts and SDSU are to be construed and enforced as if the Agreement did not contain the term.
- j. **Waiver.** No provision of this Agreement shall be considered waived by SDSU unless the waiver is expressed in writing and executed as a supplement to this Agreement. A waiver by SDSU of any breach of duty or covenant under this Agreement is not a waiver of any subsequent breach of the same.
- k. **Miscellaneous.** All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of SDSU. The terms of this Agreement supersede all conflicting terms of associated agreements.

VI. SIGNATURES AND EXECUTION

By their signatures below, each District's representative certifies that they are duly authorized to act on the behalf of their respective District and so bind the District to this Agreement. Further, by their signatures below, the Districts signify their agreement to all of the terms and conditions described above, and their complete reading and understanding of the same, including Indemnity and Hold Harmless provisions that serve as waivers of important rights and as substantial responsibilities to each District. Districts and SDSU recognize that the Effective Date of this Agreement as to each District shall be the latest of the date-of-signature of the Provost of SDSU or either representative of the District.

FOR SDSU:

_____, President DATE
Dr. Jill Thorngren, Dean
SDSU College of Education and Human Sciences

_____, Superintendent DATE
Dr. Dennis Hedge, Provost
South Dakota State University

FOR DISTRICTS:

_____, President DATE
Board of Education

_____, Superintendent DATE
School District

_____, President DATE
Board of Education

_____, Superintendent DATE
School District

_____, President DATE
Board of Education

_____, Superintendent DATE
School District

_____, President DATE
Board of Education

_____, Superintendent DATE
School District

SOUTH DAKOTA STATE UNIVERSITY
College of Education and Human Sciences

Secondary/K-12 Field Experiences

This contract agreement is between the Teacher Education Program in the College of Education and Human Sciences at South Dakota State University, Brookings, South Dakota and

Flandreau School District	600 W Community Dr	Flandreau	SD 57028
Contracting School Name	Contracting School Address	City	State Zip Code

The South Dakota Board of Regents has deemed this contract appropriate for use between South Dakota State University ("SDSU") and cooperating schools whose faculty will be supervising SDSU teacher candidates during their two college semesters of field experience required by our teacher education program. By signing this contract, your school has agreed to allow one or more of your faculty members, as clinical educators, to supervise the in-classroom experience of teacher candidates in the clinical educators' field of study. Clinical educators will be compensated by SDSU according to the following terms:

First Semester:

Second Semester:

\$200.00 per Full-Time Teacher Candidate*

\$400.00 per Full-Time Teacher Candidate*

*(*If there are two clinical educators per teacher candidate, the stipend will be divided.)*

- 1) Placement of teacher candidates in schools and the assignment of clinical educators to oversee them will be accomplished by a representative of the University and the participating school administrator, as provided in the **Memorandum of Agreement Establishing a Teacher Education Hub** ("Hub Agreement"), which is incorporated into this Agreement by reference.
- 2) The field experiences will be supervised by SDSU faculty and clinical mentors. During the student teaching experience, that supervision will be exercised through the process detailed in the Hub Agreement and involving video analysis. **
***Video recording within the classroom is an expectation of the student teaching experience, for evaluation purposes only. Videos will be kept confidential and erased/deleted upon the conclusion of the experience unless permission is explicitly provided by the school district to the teacher candidate.*
- 3) School-based faculty may be asked to attend conferences/workshops sponsored by SDSU.

It is further agreed that this shall be a two-semester-long contract, requiring renewal each academic year.

Superintendent Signature	Print Name	Date
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Board President Signature	Print Name	Date
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School Tax ID#

Signature of Provost & VP of Academic Affairs, South Dakota State University	Date
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South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174.

(Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The _____ School District/Cooperative has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on _____. As indicated by the signature below, the authorizing official acknowledges the district will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.

Signature of Authorized Official

Date

Typed Name and Title

Address/State/Zip

Telephone Number

*only change from
Comprehensive Plan*

Flandreau School District

Independent Education Evaluation Information Sheet

Flandreau School District will agree to pay up to \$2500.00 for an independent education evaluation by a qualified professional within a 60 miles radius. Under unique circumstances, the District will consider deviating from this criteria. Qualified professionals must fall under one of the following categories:

- a. **Educational evaluator.** An educational evaluator must possess a valid teaching certificate and must have training in individual and group tests to be administered.
- b. **Psychological evaluator.** A psychological evaluator must be a school psychologist certified by the division of education or a school psychological examiner certified by the division of education. A school psychological examiner's report must be co-signed by a certified school psychologist.
- c. **Psychiatric evaluator.** A psychiatric evaluator must be a psychiatrist licensed by the state board of medical and osteopathic examiners.
- d. **Language, speech, or hearing evaluator.** A language, speech, or hearing evaluator must have a valid South Dakota certificate as a speech and language therapist.
- e. **Audiological evaluator.** An audiological evaluator must have a valid South Dakota certificate as a school audiologist.
- f. **Medical evaluator.** A medical evaluator must be licensed by the state board of medical and osteopathic examiners.
- g. **Occupational therapy evaluator.** An occupational therapy evaluator must be licensed by the state board of medical and osteopathic examiners.
- h. **Physical therapy evaluator.** A physical therapy evaluator must be licensed by the state board of medical and osteopathic examiners.
- i. **Vision evaluator.** A vision evaluator must be an ophthalmologist licensed by the state board of medical and osteopathic examiners or an optometrist licensed by the state board of optometry.

Weber, Rick

From: Heather Froke <H.Froke@lunchtimesolutions.com>
Sent: Tuesday, September 8, 2020 2:59 PM
To: Weber, Rick
Subject: LSI Employees

Hi Rick,
Here is the list you asked for.

Heather Froke
Charleen Cain
Janet Chamblin
Heidi Hanson
Sarah Komplien
Audrey Gaspar

*Lunchtime
Solutions*

Heather Froke
Kitchen Manager
Flandreau Public School
600 W. Community Drive
Flandreau, SD 57028
(605)997-2455

Weber, Rick

From: Brett Johanson <brett.johanson@harlowsschoolbus.com>
Sent: Tuesday, September 8, 2020 2:53 PM
To: Weber, Rick
Subject: RE: Bus drivers

Rick,

Below are the drivers. I have offered a Brent Brenner a job. His background check came back good. Now to get him trained.

Jerry Tandeski
Brett Johanson
Carl Leraas
Bruce Gorham
Sally Johnson
Jon Saunders

Harlow's

Kindest regards,

Brett Johanson