Deuel School District #19-4 School Board Meeting Agenda
Monday, June 8, 2026, 6:00 p.m. in Room 311

CALL TO ORDER

ADOPT THE AGENDA

MISSION STATEMENT & BELIEF STATEMENT

PUBLIC COMMENT/VISITORS
Dennis Egan – Missouri River Energy

CONFLICT OF INTEREST DISCLOSURES

CONSENT AGENDA ITEMS
1 – Approve Minutes – Regular Meeting May 11, 2026
2 – Approve May 2026 Payroll

OLD BUSINESS

NEW BUSINESS
Approve Financial Report for the Month Ending May 31, 2026
Approve May 2026 Bills
Approve Food Service Prime Vendor
Approve Milk Bid
Approve Bread Bid
First Reading – Elementary Handbook
First Reading – MS/HS Handbook
Approve Insurance Renewal
Approve Fuel Bid
Approve New Policy IGBI: Assignment to Alternative Setting
Approve New Policy IGA: Basic Instructional Program
Approve Amended Policy EFB: Free and Reduced Food Services
Approve Amended Policy FC: Facilities Capitalization Policy
Approve Amended Policy JHG: Reporting Child Abuse
Approve Amended Policy BDDC: Agenda Preparation and Dissemination
Approve Amended Policy BDC: Executive Sessions
Approve Amended Policy BBB: School Board Elections
Approve Amended Policy BDDG: Minutes
Approve Perkins Consortium Stipend of $2,000 for Brian Tvedt
Approve 2026 Comprehensive Plan for Special Education
Approve Resignation of Tony Nielsen as Assistant GBB Coach
Approve Assistant GBB Coach Hannah Lunden
Approve Open Enrollment Application 26-27 A
Deny Open Enrollment Application 26-27 B
Approve Extra-Curricular Schedule

Approve $50,000 Transfer from General Fund to Food Service Fund
Approve $80,000 Transfer from General Fund to Enterprise Fund
Approve Surplus Items
Approve Tony Nielsen as a volunteer GBB Coach
Approve Braydon Simon as Assistant BBB Coach - $3,025

REPORTS
Superintendent Schiernbeck
Principal Hahn
Principal Rahlf
Athletic Director Rahlf
Business Manager Schmahl
NESC Representative Gubrud

NEXT MEETING

OTHER BUSINESS – Items not on the agenda may not be voted on at this meeting

Executive Session pursuant to SDCL 1-25-2(4) for Negotiations

Action from Executive Session (if necessary)

Executive Session pursuant to SDCL 1-25-2(1) for Personnel

Action from Executive Session (if necessary)

ADJOURN

Deuel School District #19-4 School Board Meeting Minutes
Monday, May 11, 2026

The regular meeting of the Deuel School District Board of Education was called to order on Monday, May 11, 2026, at 6:00 pm by Chairperson Nielsen. Members present included Danay Nielsen, Leah Schwiesow, Tony Konold and Joel Brandt. Wade Gubrud arrived at 6:24 pm. Others present included Superintendent Schiernbeck, Principal Hahn, Principal & AD Todd Rahlf, Business Manager Schmahl, Hannah Swenson, Kollyns Rolfsmeier, Tessa Rolfsmeier, and Mike Gohring.

Action 526A-1
Motion by Schwiesow, seconded by Konold to adopt the agenda with the correction in the Consent Agenda to April 2026 Payroll. All present voted aye. Motion carried.

The Mission Statement and Belief Statement were read by Kollyns Rolfsmeier.

There was no public comment.

Mike Gohring, Tech Coordinator, explained the Bitwarden password manager that we will be utilizing, talked about the K-12 data center phishing email monthly test, and gave an overview of the classes that he teaches.

There were no Conflict-of-Interest Disclosures.

Action 526A-2
Motion by Brandt, seconded by Schwiesow to approve the consent agenda as follows: Minutes of the Regular Meeting April 13, 2026, the Special Meeting April 27, 2026, the Special Meeting April 29, 2026, and April 2026 Payroll - General Fund $347,852.66, Special Education $87,117.79, Food Service $18,276.63 and Other Enterprise $10,279.89. All present voted aye. Motion carried.

Action 526A-3
Motion by Schwiesow, seconded by Konold to approve the financial report for the month ending April 20, 2026. All present voted aye. Motion carried.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
	General Fund	Capital Outlay	Special Education	Food Service	Other Enterprise	Trust and Agency	Private Purpose Trust	Total
Balance 4.1.26	1,096,989.32	4,014,031.95	192,949.10	(5,657.60)	(30,129.65)	226,255.74	106,439.98	5,600,878.84
Receipts:								
Local	121,708.68	120,433.25	74,029.50	18,701.55	900.00	72,831.73	-	408,604.71
State	138,019.00	-	-	-	-	-	-	138,019.00
Federal	19,344.00	-	-	10,660.79	-	-	-	30,004.79
Other	-	-	-		-	-	-	-
Total Receipts	279,071.68	120,433.25	74,029.50	29,362.34	900.00	72,831.73	-	576,628.50
G.L. Entries	-	-	-	-	-	-	-	-
Disbursements:								
Accts. Payable	72,241.26	21,645.88	28,097.53	19,144.77	-	77,993.19	-	219,122.63
Hourly Payroll	69,578.04	-	54,921.31	18,276.63	10,279.89	-	-	153,055.87
Contracted Payroll	278,274.62	-	32,196.48	-	-	-	-	310,471.10
P-Card	5,778.45	-	90.25	152.84	-	396.98	-	6,418.52
Flex/HS Deducts	-	-	-	-	-	495.06	-	495.06
Prior Adj/Voids	-	-	-	.	-	(35.00)	-	(35.00)
Receivables	-	-	-	-	-	-	-	-
Online Fees	5.40	-	-	397.46	23.16	-	-	426.02
Total Disbursements	425,877.77	21,645.88	115,305.57	37,971.70	10,303.05	78,850.23	-	689,954.20
Balance 4.30.26	950,183.23	4,112,819.32	151,673.03	(14,266.96)	(39,532.70)	220,237.24	106,439.98	5,487,553.14

Action 526A-4

Motion by Brandt, seconded by Konold to approve payment of the April 2026 bills as follows: FUND 10 - GENERAL FUND: A&B PURE WATER, SUPPLIES, 279.85; A-OX WELDING SUPPLY CO. INC, CYLINDER RENT & SUPPLIES, 490.19; ANDOR, INC, SUPPLIES, 147.37; BJERKE SANITATION, GARBAGE REMOVAL, 500.00; CITY OF CLEAR LAKE, WATER & SEWER, 1,525.23; CLEAR LAKE BUILDING CENTER, SUPPLIES, 927.12; CLEAR LAKE COURIER, PURCHASED SERVICES, 406.12; COWBOY COUNTRY STORES, FUEL, 102.00; DEUEL COUNTY CENEX, FUEL & SUPPLIES, 10,961.73; DEUEL SCHOOL - TRUST & CUSTODIAL, IMPREST FUND REIMBURSEMENT, 7,722.18; DEUEL SCHOOL DISTRICT, KITCHEN LUNCH REIMB, 372.75; ECOLAB PEST ELIMINATION SERVICE, PURCHASED SERVICES, 77.79; H-D ELECTRIC COOPERATIVE, SUPPLIES, 35.50; HILLYARD/SIOUX FALLS, SUPPLIES, REPAIRS & MAINT, 324.63; ITC, COMMUNICATIONS, 655.59; JOHNSON CONTROLS BUILDING SOLUTIONS LLC, REPAIRS & MAINTENANCE, 710.58; JOSTENS INC, SUPPLIES, 504.95; THE LODGE AT DEADWOOD, TRAVEL, 285.00; MAYNARDS, SUPPLIES, 913.12; MINDFUL MATTERS, PURCHASED SERVICES, 1,050.00; NORTHEAST EDUC'L SERVICES COOP, COOP SERVICES & PURCHASED SERVICES, 1,185.44; NORTHWESTERN, NATURAL GAS, 794.19; OTTER TAIL POWER COMPANY, ELECTRICITY, 9,139.96; POPPLERS, MUSIC, 20.45; THE PRINCIPALS' CONFERENCE, PURCHASED SERVICES, 250.00; RAMKOTA HOTEL-PIERRE, TRAVEL, 232.00; SANFORD HEALTH, PURCHASED SERVICES, 155.40; SCHOOL SPECIALTY, LLC, SUPPLIES, 23.50; STAPLES, SUPPLIES, 70.04; TITAN MACHINERY, REPAIRS & MAINTENANCE, 2,726.86; WIESNER CONSTRUCTION, INC., PURCHASED SERVICES, 5,267.86; FUND 21 - CAPITAL OUTLAY: A&B BUSINESS SOLUTIONS, COPIER CONTRACT, 1,177.67; HILLYARD/SIOUX FALLS, EQUIPMENT, 514.95; MRG HAUFF, EQUIPMENT, 2,750.00; SOFTWARE UNLIMITED INC, SOFTWARE, 12,800.00; STEIN SIGN DISPLAY, EQUIPMENT, 1,619.39; TIME MANAGEMENT SYSTEMS, EQUIPMENT, 116.06; FUND 22 - SPECIAL EDUCATION FUND: DEUEL SCHOOL - TRUST & CUSTODIAL, IMPREST FUND REIMBURSEMENT, 125.00; NORTHEAST EDUC'L SERVICES COOP, COOP SERVICES & PURCHASED SERVICES, 22,722.57; FUND 51 - FOOD SERVICE: CHILD NUTRITION SERV., GROCERIES, 1,890.50; EAST SIDE JERSEY DAIRY, INC, MILK, 2,092.45; HILLYARD/SIOUX FALLS, SUPPLIES, 1,051.35; MAYNARDS, GROCERIES, 1,744.25; PERFORMANCE FOODSERIVCES, GROCERIES & SUPPLIES, 8,762.26. All present voted aye. Motion carried.

Action 526A-5
Motion by Konold, seconded by Brandt to approve the updated 2026-2027 Calendar to reflect the change in contract days. All present voted aye. Motion carried.

Action 526A-6
Motion by Schwiesow, seconded by Konold to approve the list of surplus items as presented. The appraised market value of each item is determined to be $2,500 or less and will be sold or disposed of. All present voted aye. Motion carried.

Action 526A-7
Motion by Schwiesow, seconded by Konold to approve hiring Lexi Gudmundson as Elementary Administrative Assistant at the rate of $18.86 per hour. All present voted aye. Motion carried.

Action 526A-8
Motion by Brandt, seconded by Schwiesow to vote for Jeff Kosters, Frederick Area School District, for SDHSAA Division I Representative. All present voted aye. Motion carried.

Action 526A-9
Motion by Brandt, seconded by Konold to vote YES on SDHSAA Amendment No. 1 All present voted aye. Motion carried.

Action 526A-10

Motion by Schwiesow, seconded by Konold to vote YES on SDHSAA Amendment No. 2. All present voted aye. Motion carried.

Action 526A-11
Motion by Brandt, seconded by Konold to vote YES on SDHSAA Amendment No. 3. All present voted aye. Motion carried.

Action 526A-12
Motion by Schwiesow, seconded by Gubrud to approve the Administrative Rule Waiver Application for PE/Health Integration 08051 effective for school years beginning July 1, 2026, through July 1, 2031. All present voted aye. Motion carried.

The preliminary budget was presented and discussed.

Superintendent Schiernbeck's report included: Staffing - HS Science, POS Operator, paraprofessionals; Gymnastics Coop; Focus Group recap from April meeting; Academic meeting recap; Capital Outlay; Staff Appreciation; Studer-June 2nd-8 am-12 pm; Retirement Open House; UPCOMING EVENTS: Graduation, May 16th-1 pm; Last Day of School-May 21st -1 pm dismissal; Next Board Meeting-, June 8th, 6 pm.

Principal Hahn's report included: Scholarship and Academic Awards Recap; Teacher Appreciation; Graduation - Senior Baskets; 8th Grade Wax Museum May 19th; Middle School Awards and 8th Grade Graduation May 20th at 2:45 pm; Staff Recognition – Lynn Gudmundson and Emily Brown; Students of the Month – MS: ELA – Evan Haas, Math – Reese Sander, Science – Riley Fieber, Social – Lincoln Hawley, HS: ELA – Kaylyn Thomas, Math – Mataylah Pope, Science – Kadence Lanners, Social – Gabe Van Dyke, Music – Alexis Sodren, CTE – Kyle Finnesand, Art – Sienna Martinell.

Principal Rahlf's report included: April Students of the Month - JK - Breck Voss, K - Hallie Magedanz, 1st - Rose Bolden, 2nd - Marley Love, 3rd - Molly Severson, 4th - Caesyn Duenwald, 5th - Tyler Spilde; April Cardinal Card Winners - Payton Broksieck, Zach Mehrer, Gus Seuser, Dean Gorder, Grayson Peterson; Staff Recognition: Mrs. Timmons, Rhonda Begalka and Kim Holt; South Dakota Assessment: Results will be mailed home with end of the year report cards; MAPS Measurement: The Family Reports will be sent home with report cards; Teacher Appreciation.

Athletic Director Rahlf's report included: Spring Athletic Banquet is scheduled for May 26th, 2026, starting at 7:30 pm in the Stage Gym; Region track, golf and softball dates and locations: Thursday, May 21, 2026 - Last Chance Meet 11:00 am @ Clark High School, Region 2B Golf Tournament will be held in Brookings on Tuesday, May 19th - the girls will play at Edgebrook Golf Course, the boys will play at Brookings Country Club, Tee times will start at 8:30 am on both courses, Softball – May 26th – location and opponent – TBD; State track, golf and softball dates and locations: Track - May 28th 29th and 30th – Howard Wood Field – Sioux Falls, Golf – June 1st and 2nd – Girls – Edgebrook in Brookings - Boys at Brookings Country Club -Brookings, Softball – June 4th, 5th, and 6th – Players Softball Complex in Aberdeen.

Business Manager Schmahl's report included: 2026-2027 Budget; Certified Contracts; SDASBO Conference; Safety Visit.

NESC Representative Gubrud reported on the April 20, 2026, meeting.

Next regular meeting is Monday, June 8, 2026, at 6:00 pm.

Action 526A-13
Motion by Brandt, seconded by Konold to enter into Executive Session pursuant to SDCL 1-25-2(4) for Negotiations at 7:25 pm. All present voted aye. Motion carried.

Chairperson Nielsen declared the board out of Executive Session at 8:39 pm.

Action 526A-14
Motion by Gubrud, seconded by Konold to enter into Executive Session pursuant to SDCL 1-25-2(1) for Personnel at 8:44 pm. All present voted aye. Motion carried.

Chairperson Nielsen declared the board out of Executive Session at 9:25 pm.

Action 526A-15
Motion by Brandt, seconded by Gubrud to adjourn at 9:25 pm. All present voted aye. Motion carried.

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Ellen Schmahl, Business Manager Danay Nielsen, Chairperson

May 2026 Payroll

Hourly	General	Spec. Ed.	Food Serv	Other Ent.
OASI	$ 8,597.60	$ 5,789.18	$ 1,973.54	$ 1,178.60
FIT	$ 2,109.96	$ 900.17	$ 221.10	$ 80.52
INS	$ 6,018.34	$ 13,962.96	$ 1,852.08	$ 1,763.01
SDRS	$ 3,765.50	$ 4,071.58	$ 1,420.36	$ 943.34
OD	$ 255.00	$ 625.00	$ 200.00	$ 75.00
NET	$ 47,568.09	$ 31,334.71	$ 10,704.52	$ 6,440.52
TOTAL	$ 68,314.49	$ 56,683.60	$ 16,371.60	$ 10,480.99
Total Hourly		$ 151,850.68		

Contracted	General	Spec. Ed.	$ -
OASI	$ 33,474.88	$ 3,458.40	$ -
FIT	$ 13,584.50	$ 1,299.63	$ -
INS	$ 32,677.23	$ 7,265.31	$ -
SDRS	$ 26,367.70	$ 3,034.20	$ -
OD	$ 6,753.01	$ 515.33	$ -
NET	$ 168,858.71	$ 17,560.11	$ -
TOTAL	$ 281,716.03	$ 33,132.98	$ -
Total Contracted		$ 314,849.01	
Total Payroll		$ 466,699.69	

DEUEL SCHOOL DISTRICT 19-4
CASH REPORT

	General Fund	Capital Outlay	Special Education	Food Service	Other Enterprise	Trust and Agency	Private Purpose Trust	Total
Balance 5.1.26	950,183.23	4,112,819.32	151,673.03	(14,266.96)	(39,532.70)	220,237.24	106,439.98	5,487,553.14
Receipts:								
Local	676,796.62	707,655.99	437,505.24	9,990.77	2,571.28	84,999.13	-	1,919,519.03
State	847,746.05	-	-	-	-	-	-	847,746.05
Federal	-	-	-	10,615.36	-	-	-	10,615.36
Other	-	-	-		-	-	-	-
Total Receipts	1,524,542.67	707,655.99	437,505.24	20,606.13	2,571.28	84,999.13	-	2,777,880.44
G.L. Entries	-	-	-	-	-	-	-	-
Disbursements:								
Accts. Payable	47,857.40	18,978.07	22,847.57	15,540.81	-	86,827.74	-	192,051.59
Hourly Payroll	68,314.49	-	56,683.60	16,371.60	10,480.99	-	-	151,850.68
Contracted Payroll	281,716.03	-	33,132.98	-	-	-	-	314,849.01
P-Card	2,465.01	1,733.50	60.00	78.48	-	3,201.82	-	7,538.81
Flex/HS Deducts	-	-	-	-	-	253.21	-	253.21
Prior Adj/Voids	(4,842.72)	4,367.85	-	(31.91)	687.68	-	-	180.90
Receivables	-	-	-	-	-	-	-	-
Online Fees	45.62	-	-	193.47	7.91	-	-	247.00
Total Disbursements	395,555.83	25,079.42	112,724.15	32,152.45	11,176.58	90,282.77	-	666,971.20
Balance 5.31.26	2,079,170.07	4,795,395.89	476,454.12	(25,813.28)	(48,138.00)	214,953.60	106,439.98	7,598,462.38

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
Total Assets and Deferred Outflows of Resources						
Current Assets						
101 General Long Term Liab Demand Deposits	27,717.61	185,247.26	0.00	(34.40)	(15.98)	212,914.49
102 PAYROLL DEPOSITS	(3,721.05)	0.00	(1,123.57)	0.29	11,386.23	6,541.90
105 POOLED FUND DEPOSITS	2,055,173.51	2,544,548.63	477,577.69	(25,779.17)	(59,508.25)	4,992,012.41
106 TIME DEPOSITS	0.00	2,065,600.00	0.00	0.00	0.00	2,065,600.00
108 GF Advance Payments	5,356.35	0.00	0.00	0.00	0.00	5,356.35
110 TAXES RECEIVABLE	1,089,556.03	1,084,298.36	673,345.21	0.00	0.00	2,847,199.60
112 TAXES RECEIVABLE - PRIOR YEARS	27,071.30	15,724.92	8,692.23	0.00	0.00	51,488.45
120 011 ACCOUNTS RECEIVABLE REGULAR	1,727.28	0.00	0.00	0.00	0.00	1,727.28
120 012 ACCOUNTS RECEIVABLE COLLECTION	0.00	0.00	0.00	0.00	(0.22)	(0.22)
120 ACCOUNTS RECEIVABLE	0.00	0.00	0.00	5,149.07	0.00	5,149.07
140 DUE FROM FEDERAL GOVERNMENT	(0.11)	0.00	0.00	0.00	0.00	(0.11)
170 101 SUPPLIES INVENTORY CLEAR LAKE	0.00	0.00	0.00	1,149.54	0.00	1,149.54
171 101 FOOD INVENTORY CLEAR LAKE	0.00	0.00	0.00	8,076.06	0.00	8,076.06
172 101 COMMODITY INVENTORY CLEAR LAKE	0.00	0.00	0.00	3,894.07	0.00	3,894.07
196 NET PENSION ASSET	0.00	0.00	0.00	148.12	12.83	160.95
Current Assets	3,202,880.92	5,895,419.17	1,158,491.56	(7,396.42)	(48,125.39)	10,201,269.84
Long-term Assets						
204 EQUIPMENT-LOCAL	0.00	0.00	0.00	8,064.17	0.00	8,064.17
205 EQUIPMENT-FEDERAL ASSIST.	0.00	0.00	0.00	290,688.26	0.00	290,688.26
208 ACCUM DEPRECIATION-LOCAL	0.00	0.00	0.00	(3,779.98)	0.00	(3,779.98)
209 ACCUM DEPR-FEDERAL	0.00	0.00	0.00	(48,275.26)	0.00	(48,275.26)
Long-term Assets	0.00	0.00	0.00	246,697.19	0.00	246,697.19
Deferred Outflows of Resources						
252 014 PENSION RELATED DEFERRED OUTFLOWS	0.00	0.00	0.00	3,712.00	0.00	3,712.00
252 PENSION RELATED DEFERRED OUTFLOWS	0.00	0.00	0.00	28,100.05	2,395.11	30,495.16

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
Deferred Outflows of Resources	0.00	0.00	0.00	31,812.05	2,395.11	34,207.16
Total Assets and Deferred Outflows of Resources	3,202,880.92	5,895,419.17	1,158,491.56	271,112.82	(45,730.28)	10,482,174.19
Total Liabilities, Deferred Inflows of Resources, and Fund Equity						
Current Liabilities						
402 ACCOUNTS PAYABLE	250.69	0.00	88.20	0.38	(275.00)	64.27
404 CONTRACTS PAYABLE	(0.52)	0.00	(0.36)	0.47	0.00	(0.41)
451 FICA PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
452 FIT PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
453 INSURANCE PAYABLE	993.61	0.00	(0.17)	(0.32)	0.24	993.36
454 RETIREMENT PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
455 OTHER DEDUCTIONS PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
456 TSA PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
457 BENEFITS PAYABLE	(993.92)	0.00	(0.60)	0.05	0.42	(994.05)
459 MNSIT PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00
471 DEPOSITS PAYABLE	0.00	0.00	0.00	10,128.11	0.00	10,128.11
Current Liabilities	249.86	0.00	87.07	10,128.69	(274.34)	10,191.28
Long-term Liabilities						
506 Net OPEB Liability	0.00	0.00	0.00	15,917.00	0.00	15,917.00
559 OTHER DEFERRED INFLOWS	0.00	0.00	0.00	2,880.54	0.00	2,880.54
Long-term Liabilities	0.00	0.00	0.00	18,797.54	0.00	18,797.54
Deferred Inflows of Resources						
551 UNAVAILABLE REVENUE-PROPERTY TAXES	1,116,627.33	1,100,023.28	682,037.44	0.00	0.00	2,898,688.05
554 014 PENSION RELATED DEFERRED INFLOWS	0.00	0.00	0.00	0.46	0.00	0.46
554 PENSION RELATED DEFERRED INFLOWS	0.00	0.00	0.00	18,592.48	1,584.48	20,176.96
559 OTHER DEFERRED INFLOWS	0.00	0.00	0.00	0.00	0.07	0.07
Deferred Inflows of Resources	1,116,627.33	1,100,023.28	682,037.44	18,592.94	1,584.55	2,918,865.54
Fund Balance						
706 TOTAL FIXED ASSETS	0.00	0.00	0.00	246,956.19	0.00	246,956.19

	10 GENERAL FUND	21 CAPITAL OUTLAY	22 SPECIAL EDUCATION FUND	51 FOOD SERVICE	53 OTHER ENTERPRISE FUND	Total
707 RESTRICTED NET POSITION	0.00	0.00	0.00	9,656.23	(993.61)	8,662.62
708 008 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	0.00	(57,122.19)	(57,122.19)
708 080 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	0.00	61,543.51	61,543.51
708 UNRESTRICTED NET ASSETS	0.00	0.00	0.00	(33,018.77)	(50,468.20)	(83,486.97)
723 150 RESTRICTED-CO-RENEWABLE ENERGY	0.00	0.00	0.00	0.00	0.00	0.00
723 RESTRICTED-CAPITAL OUTLAY	0.00	4,795,395.89	0.00	0.00	0.00	4,795,395.89
724 RESTRICTED-SPEC. ED.	0.00	0.00	476,367.05	0.00	0.00	476,367.05
749 920 RESTRICTED-PERKINS	59,044.45	0.00	0.00	0.00	0.00	59,044.45
753 ASSIGNED-UNEMPLOYMENT	17,707.00	0.00	0.00	0.00	0.00	17,707.00
760 UNASSIGNED -GENERAL FUND	2,009,252.28	0.00	0.00	0.00	0.00	2,009,252.28
Fund Balance	2,086,003.73	4,795,395.89	476,367.05	223,593.65	(47,040.49)	7,534,319.83
Total Liabilities, Deferred Inflows of Resources, and Fund Equity	3,202,880.92	5,895,419.17	1,158,491.56	271,112.82	(45,730.28)	10,482,174.19

Fund: 60 TRUST AND CUSTODIAL

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
60 759 804	CLASS OF 2022	(183.91)	0.00	0.00	0.00	(183.91)
60 759 807	FFA	(287.56)	0.00	0.00	0.00	(287.56)
60 759 808	HS STUDENT COUNCIL	8,855.02	460.40	56.90	0.00	8,451.52
60 759 809	NATIONAL HONOR SOCIETY	1,122.80	0.00	0.00	0.00	1,122.80
60 759 810	KEY CLUB	3,807.53	660.02	40.00	0.00	3,187.51
60 759 811	CLEARING ACCOUNT	6,231.99	3,112.50	3,319.00	0.00	6,438.49
60 759 812	ACTIVITY TICKETS	971.75	0.00	0.00	0.00	971.75
60 759 813	IMPREST FUND	(4,440.75)	10,423.31	7,847.18	0.00	(7,016.88)
60 759 819	BAND	5,912.53	0.00	0.00	0.00	5,912.53
60 759 822	MENTORSHIP PROGRAM	2,402.84	0.00	0.00	0.00	2,402.84
60 759 823	VOCAL	1,638.46	0.00	0.00	0.00	1,638.46
60 759 825	CHEERLEADERS	2,098.20	0.00	0.00	0.00	2,098.20
60 759 829	LAPTOP DEPOSIT	21,752.29	0.00	848.00	0.00	22,600.29
60 759 831	RACHELS CHALLENGE	4,174.70	0.00	0.00	0.00	4,174.70
60 759 834	Oral Interp	600.00	0.00	0.00	0.00	600.00
60 759 835	BAND TRIP FUND	3,179.94	0.00	0.00	0.00	3,179.94
60 759 836	YEARBOOK STAFF	1,927.34	0.00	0.00	0.00	1,927.34
60 759 837	GYMNASTICS CLUB	341.36	0.00	0.00	0.00	341.36
60 759 838	ART CLUB	1,751.29	0.00	0.00	0.00	1,751.29
60 759 839	SOFTBALL	2,430.68	1,050.00	0.00	0.00	1,380.68
60 759 840	MEDICAL TRUST	(6,957.53)	62,526.43	63,587.77	0.00	(5,896.19)
60 759 853	Play Donation	1,400.00	0.00	0.00	0.00	1,400.00
60 759 854	Deuel Drama Club	129.70	0.00	0.00	0.00	129.70
60 759 855	SPECIAL OLYMPICS	4,632.60	0.00	0.00	0.00	4,632.60
60 759 861	MS STUDENT COUNCIL	7,463.08	1,298.52	703.83	0.00	6,868.39
60 759 863	BOX TOPS	5,083.77	2,575.19	400.00	0.00	2,908.58
60 759 864	Class Composites Project	244.48	0.00	0.00	0.00	244.48
60 759 865	CARDNIAL CARDS	259.83	0.00	0.00	0.00	259.83
60 759 868	PLAYGROUND CLEARING	514.97	0.00	0.00	0.00	514.97
60 759 869	DISTRICT/REGIONAL EVENT	(669.57)	268.40	1,648.19	0.00	710.22
60 759 870	STUDENT ASSISTANCE	5,232.52	91.47	0.00	0.00	5,141.05
60 759 875	PRESCHOOL PARENTS	1,559.25	0.00	0.00	0.00	1,559.25
60 759 876	SCOREBOARD ADS	121,700.00	0.00	0.00	0.00	121,700.00
60 759 885	ENGRAVER-RESALE	1,018.61	0.00	0.00	0.00	1,018.61
60 759 886	MULTI MEDIA ADS	3,205.10	0.00	0.00	0.00	3,205.10
60 759 901	SPECIAL DONATIONS	4,100.00	0.00	0.00	0.00	4,100.00
60 759 902	GOLF	3,115.72	1,000.00	0.00	0.00	2,115.72
60 759 903	EDUCATORS RISING	100.00	0.00	0.00	0.00	100.00

Fund: 60 TRUST AND CUSTODIAL

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
60 759 904	ESports	693.66	0.00	0.00	0.00	693.66
60 759 910	SECT. 125 REIMB.	4,324.26	253.21	393.34	0.00	4,464.39
60 759 912	HOSA	2,163.18	5,671.68	6,154.92	0.00	2,646.42
60 759 920	DEWAL PERKINS	(5,765.80)	0.00	0.00	0.00	(5,765.80)
60 759 923	Class of 2023	133.43	0.00	0.00	0.00	133.43
60 759 924	Class of 2024	412.56	0.00	0.00	0.00	412.56
60 759 925	Class of 2025	553.81	0.00	0.00	0.00	553.81
60 759 926	Class of 2026	290.92	0.00	0.00	0.00	290.92
60 759 927	CLASS OF 2027	1,015.80	891.64	0.00	0.00	124.16
	Fund Total: 60	220,240.85	90,282.77	84,999.13	0.00	214,957.21

Vendor	Description	Invoice Amount
Fund: 10 GENERAL FUND		
A&B PURE WATER	SUPPLIES	279.85
A-OX WELDING SUPPLY CO. INC	CYLINDER RENT & SUPPLIES	434.75
AAA COLLECTIONS, INC	PURCHASED SERVICES	64.93
ANDOR, INC	REPAIRS & MAINTENANCE	340.43
AUTOMATIC BUILDING CONTROLS	PURCHASED SERVICES (ANNUAL FIRE ALARM SYSTEM CHECK)	3,371.00
BIG STONE THERAPIES	PURCHASED SERVICES (ATHLETIC TRAINING SERVICES)	2,000.00
BJERKE SANITATION	GARBAGE REMOVAL	500.00
CHURCHILL, MANOLIS, FREEMAN, KLUDT, SHELTON & BURNS LLP	PURCHASED SERVICES	798.46
CITY OF CLEAR LAKE	WATER & SEWER	2,318.28
CLEAR LAKE BUILDING CENTER	SUPPLIES	822.86
CLEAR LAKE COURIER	PURCHASED SERVICES	861.83
CompTIA, Inc	PERKINS - ESTELLINE	3,090.00
COWBOY COUNTRY STORES	FUEL	124.15
DEUEL BOOSTER CLUB	CONCESSIONS	16,203.71
DEUEL COUNTY CENEX	FUEL & SUPPLIES	7,751.16
DEUEL SCHOOL - TRUST & CUSTODIAL	IMPREST FUND REIMBURSEMENT	10,543.31
DEUEL SCHOOL DISTRICT	KITCHEN LUNCH REIMB	199.50
ECOLAB PEST ELIMINATION SERVICE	PURCHASED SERVICES	77.79
FLORAL & FINDS	SUPPLIES (GRADUATION)	690.30
HILLYARD/SIOUX FALLS	SUPPLIES	5,139.86
ITC	COMMUNICATIONS	653.23
JOSTENS INC	SUPPLIES	219.95
MACK'S LANDSCAPING	PURCHASED SERVICES (START-UP SPRINKLER)	668.95
MAYNARDS	SUPPLIES	525.72
MIDWEST GLASS	REPAIRS & MAINTENANCE	274.69
MINDFUL MATTERS	PURCHASED SERVICES	600.00
NCS PEARSON INC	ESTELLINE - PERKINS	470.00
NORTHEAST EDUC'L SERVICES COOP	CO-OP SERVICES	124.36
NORTHWESTERN	NATURAL GAS	322.49

Vendor	Description	Invoice Amount
OTTER TAIL POWER COMPANY	ELECTRICITY	6,955.79
POPPLERS	MUSIC	89.99
POSTMASTER	BOX RENTAL	280.00
SANFORD HEALTH	PURCHASED SERVICES	488.40
SD RETIREMENT SYSTEM	UNUSED SICK TIME PAYOUT (RETIREE'S)	17,775.00
SDHSAA	SUPPLIES	72.00
TITAN MACHINERY	REPAIRS & MAINTENANCE (MULTIPLE BUSSES)	4,944.86
WWTIRE SERVICES	SUPPLIES	851.40
	Fund Total:	**90,929.00**
Fund: 21 CAPITAL OUTLAY		
A&B BUSINESS SOLUTIONS	COPIER CONTRACT	1,177.67
MRG HAUFF	EQUIPMENT (POLE VAULT POLES, FOOTBALL JERSEY'S)	2,795.00
RIVERSIDE TECHNOLOGIES	EQUIPMENT (PRINTERS)	3,358.00
TIME MANAGEMENT SYSTEMS	EQUIPMENT (INTERCAM ON SOUTH ENTRANCE)	2,461.82
	Fund Total:	**9,792.49**
Fund: 22 SPECIAL EDUCATION FUND		
NORTHEAST EDUC'L SERVICES COOP	CO-OP SERVICES	22,722.57
	Fund Total:	**22,722.57**
Fund: 51 FOOD SERVICE		
EAST SIDE JERSEY DAIRY, INC	MILK	764.55
HILLYARD/SIOUX FALLS	SUPPLIES	(106.65)
MAYNARDS	GROCERIES	868.64
PERFORMANCE FOODSERIVCES	GROCERIES & SUPPLIES	1,199.62
	Fund Total:	**2,726.16**
	Checking Account Total:	**126,170.22**

Checking Account: 1 1

Check Number: 45155 Check Type: Check Check Date: 06/08/2026 Vendor: DEUEL8 DEUEL SCHOOL - TRUST & CUSTODIAL Check Total: 7,888.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
37007	05/01/2026		FIELD TRIP	10 1111 000 411	125.50
37008	05/01/2026		TRACK	10 6911 000 319	225.00
37011	05/01/2026		COPIES	10 2529 000 411	17.00
37012	05/05/2026		GOLF	10 6912 000 319	30.00
37013	05/05/2026		GOLF	10 6912 000 319	40.00
37014	05/05/2026		TRACK	10 6911 000 319	398.38
37015	05/05/2026		TRACK	10 6911 000 319	390.93
37018	05/05/2026		FIELD TRIP	10 1111 000 411	79.29
37019	05/05/2026		TEACHER APPRECIATION	10 2321 000 411	66.22
37020	05/05/2026		SOFTBALL	10 6250 000 319	223.38
37021	05/05/2026		SOFTBALL	10 6250 000 319	162.05
37025	05/06/2026		TPT	10 1131 000 411	131.91
37026	05/07/2026		GOLF FEES	10 6912 000 319	300.00
37029	05/11/2026		CAREER COUNSELING	10 2129 113 411	182.25
37032	05/11/2026		SOFTBALL	10 6250 000 319	141.96
37033	05/11/2026		SOFTBALL	10 6250 000 319	168.88
37035	05/11/2026		BOOK FINE	10 1990 000	12.00
37037	05/11/2026		FIELD TRIP	10 1111 000 411	45.63
37042	05/18/2026		GOLF ENTRY FEE	10 6912 000 319	90.00
37044	05/18/2026		COUNSELING SUPPLIES	10 2129 111 411	112.75
37045	05/18/2026		GRAD SUPPLIES	10 2319 000 411	26.55
37046	05/18/2026		JH TRACK	10 6911 000 319	125.00
37048	05/18/2026		SOFTBALL	10 6250 000 319	198.88
37049	05/18/2026		SOFTBALL	10 6250 000 319	209.52
37050	05/18/2026		BOYS GOLF	10 6912 000 319	140.00
37051	05/18/2026		GIRLS GOLF	10 6912 000 319	105.00
37052	05/19/2026		REPAIRS	10 2222 000 319	66.00
37053	05/19/2026		TEACHER APPR MEAL	10 2319 000 319	1,300.00
37054	05/19/2026		PLAY SUPPLIES	10 6922 000 411	1,384.55
37055	05/19/2026		YEARS OF SERVICE	10 2219 000 319	165.00
37056	05/19/2026		TUITION REIMB	10 2219 000 290	70.00
37057	05/20/2026		SOFTBALL 5-19-26	10 6250 000 319	186.88
37058	05/20/2026		SOFTBALL 5-19-26	10 6250 000 319	143.30
37059	05/20/2026		SCIENCE/TPT	10 1111 000 411	497.17
37062	05/22/2026		SB 5-21-26	10 6250 000 319	143.36
37063	05/22/2026		SB 5-21-26	10 6250 000 319	184.44

Check Number: 45156 Check Type: Check Check Date: 06/08/2026 Vendor: DEUEL8 DEUEL SCHOOL - TRUST & CUSTODIAL Check Total: 2,654.53

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
37070	05/26/2026		STATE TRACK MEALS	10 6911 000 334	1,940.00

Checking Account: 1 1

37073	05/26/2026	MS CLASSROOM SUPPLIES	10 1121 000 411	46.27
37074	05/27/2026	STATE GOLF PRACTICE TIME	10 6912 000 319	80.00
37075	05/27/2026	STATE GOLF PRACTICE TIME	10 6912 000 319	120.26
37076	05/27/2026	STATE GOLF MEALS	10 6912 000 334	468.00

*Denotes Expensed Invoice Item Checking Account ID: 1 Total without Voids: 10,543.31

DEUEL SCHOOL DISTRICT #19-4 ELEMENTARY SCHOOL PARENT/STUDENT HANDBOOK 2026-2027



Clear Lake, South Dakota

Deuel School District
P.O. Box 770
410 5th St. W.
Clear Lake, SD 57226
Phone – 605-874-2161
Fax – 605-874-8585

Chad Schiernbeck, Superintendent
Chad.Schiernbeck@k12.sd.us

Katie Hahn, Middle School/High School Principal
Katie.Hahn@k12.sd.us

Todd Rahlf, Elementary Principal ~~and Athletic Director~~
Todd.Rahlf@k12.sd.us

Hannah Swenson, Special Education Director and 504 Coordinator
Hanna.Swenson@k12.sd.us

Ellen Schmahl, Business Manager
Ellen.Schmahl@k12.sd.us

Nikki Berge, Assistant Business Manager
Nikki.Berge@k12.sd.us

Mission Statement:

Empower students to become independent learners, personally accountable, and responsible citizens.

Belief Statement:

Deuel School District Believes:

Everyone in the community contributes to the education of the children in our schools.

Therefore, we are committed to:

*** Personal responsibility and accountability.**

*** Respecting others and maintaining an open line of communication in the district.**

*** Providing opportunities and resources for individual success.**

*** Maintaining and communicating high academic and professional standards and expectations.**

ANNUAL NONDISCRIMINATION NOTIFICATION:

Deuel School District 19-4 Annual Public Notice Career and Technical Education

Deuel Schools Department of Career and Technical Education offers a variety of career and technical programs to all students at the middle school and high school levels. The program areas include the following.

- *Ag Food and Natural Resources*
- *Architecture and Construction*
- *Business, Management and Operation*
- *Information Technology*

Tech Prep opportunities are also available for students who are entering the workforce and/or post-secondary education through an articulation agreement with Lake Area Technical Institute. For more information about Career and Technical Education, call (605)874-2161.

The Deuel School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boys Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

504 Coordinator- Hannah Swenson
PO Box 770, Clear Lake SD 57226
605-874-2161

Title IX Coordinator-Katie Hahn
PO Box 770, Clear Lake SD 57226
605-874-2161

South Dakota Regional US Office for Civil Rights:

Office for Civil Rights
U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, 3rd floor, Suite 320
Kansas City, MO 64106

Telephone: 816-268-0550
FAX: 816-268-0599; TDD: 800-877-8339
Email: OCR.KansasCity@ed.gov

~~Dear Parents and Students,~~

~~We welcome you to Deuel Elementary for the 2025-2026 school year.~~

~~I am honored to be a part of this school community, and I am really excited for the opportunities that this year will bring our students. On behalf of the Deuel School District, I want to wish everyone a year of outstanding success and look forward to working together to provide a safe and quality educational environment for all. Deuel School District wishes that we all share a year of outstanding successes and that we might work together to provide a safe and quality educational environment for all.~~

~~I firmly believe that every student that enters our school is unique and important, and it is my desire that each student avail himself/herself of all possible opportunities for personal growth and fulfillment.~~

~~It is your responsibility to become familiar with the material in this handbook. Please reach out if you have any questions as you look through it!~~
~~Let's have a great year!~~

~~Mr. Todd Rahlf~~
~~Elementary Principal~~

Dear Parents and Students,

Welcome to Deuel Elementary for the 2026–2027 school year.

I am honored to be part of this school community and excited for the opportunities this year will bring for our students. On behalf of Deuel School District, I wish everyone a successful school year and look forward to working together to provide a safe, supportive, and high-quality educational environment for all.

I firmly believe every student who enters our school is unique and valued. We encourage each student to take advantage of opportunities for learning, growth, and personal success.

Families and students are encouraged to become familiar with the information in this handbook. Please reach out if you have any questions.

Let's have a great year!

Mr. Todd Rahlf
Elementary Principal

ELEMENTARY TEACHING STAFF

Preschool	Eda Timmons - Eda.Timmons@k12.sd.us
Junior Kindergarten	Jennifer VonEye – Jennifer.VonEye@k12.sd.us
Kindergarten	Krista Schock - krista.schock@k12.sd.us
Kindergarten	Elizabeth DeBoer - Elizabeth.Deboer@k12.sd.us
1st Grade	Destiny Thomas – Destiny.Thomas@k12.sd.us
1st Grade	Lynn Kindopp – Lynn.Kindopp@k12.sd.us
2nd Grade	Danielle Schiernbeck – Danielle.Schiernbeck@k12.sd.us
2nd Grade	Emma Trooien – Emma.Trooien@k12.sd.us
3rd Grade	Shayla Engen – Shayla.Engen@k12.sd.us
3rd Grade	Sarah Hagberg – Sarah.Hagberg@k12.sd.us
4th Grade	Jayda Templeton - Jayda.Templeton@k12.sd.us
4th Grade	Kara Zaug – Kara.Zaug@k12.sd.us
5th Grade	Bonnie TeKrony – Bonnie.TeKrony@k12.sd.us
5th Grade	Jon Peterreins - Jonathen.Peterreins@k12.sd.us
Special Education	Lindsy Gratz - Lindsy.Gratz@k12.sd.us
Special Education	Hannah Lunden – Hannah.Lunden@k12.sd.us
Special Education	Jodi Ysbrand – Jodi.Ysbrand@k12.sd.us
Special Education Director/504 Coordinator	Hannah Swenson – Hannah.Swenson@k12.sd.us
Title	Desaray Schmaltz – Desaray.Schmaltz@k12.sd.us
Title	Holland Feuerhelm – Holland.Feuerhelm@k12.sd.us
Art	Shane Waikel – Shane.Waikel@k12.sd.us
Music	Doug Dyk – Doug.Dyk@k12.sd.us
Physical Education	Matthew Lepke – Matthew.Lepke@k12.sd.us
Physical Education	Kris Ulmer - Kristopher.Ulmer@k12.sd.us
5th Grade Band	Ginger Lodmell TeKrony - Ginger.Lodmell@k12.sd.us
Technology Director	Mike Gohring - Michael.Gohring@k12.sd.us
Guidance	Jessica Folk – Jessica.Folk@k12.sd.us
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added
Paraprofessional	To be added

ELEMENTARY STUDENT HANDBOOK

GRADES PK – 5

PURPOSE

The primary objective of this handbook is to help students and parents develop positive attitudes toward the school as well as to provide information in a clear, concise manner. It is not intended to be a comprehensive set of rules for every situation and in no way restricts the faculty and the administration.

SCHOOL DAY

The school day begins at 8:10 a.m. and ends at 3:40 p.m. Breakfast will be served starting at 7:45 a.m. Students arriving to school before 8:00 a.m. must enter the north gymnasium door and must remain in the designated area until 8:00am. Students that are absent for more than one (1) hour will be counted absent for ½ day. Tardies will be handled on a case-by-case basis. If necessary, parents will be notified.

DELIVERIES DURING THE SCHOOL DAY

Please note that anything delivered by outside businesses to the school during the school day (flowers, etc.) will stay in the school office until the end of the day. Please refrain from sending flowers, etc. to students while at school.

MORNING DROP OFF AND AFTER SCHOOL PICK UP

Morning Vehicle Drop off will be on the north side of the school at the gym entrance (old bus drop). Please travel eastbound and pull to the curb to drop off your child. Do not drop kids from the west bound lane to avoid students crossing traffic. The gym doors will open at 7:45.

After School Vehicle Pick Up will be on the west side of the school (old bus pickup). Please pull along the curb in a northbound position. We will have this entire curb to the north road, so please utilize this space without double parking. This should be a continual flow of traffic. Younger students will be the first ones out for the day. Upper elementary and MS students will be the final groups out. If you are in the front and waiting on students, please pull around the block and get back in line.

School Bus drop off and pickup: will be held in the semi-circle outside of the south entrance (lunchroom entrance).

BIRTH CERTIFICATES:

The State Law requires that every child who enters a school for the first time must present a certified copy of his/her birth certificate. The 1988 legislature passed Senate Bill 2 which requires a certified copy of a birth certificate for the initial enrollment or excuse from school.

EXTRA-HELP FRIDAYS (Elementary)

The Deuel School District will hold extra-help sessions on Fridays from 10am-12pm in which regular school classes are not in session. The extra-help sessions are designed to help students gain success in academic programs and have an opportunity to have 1 to 1 time or small group time with classroom instructors. The elementary teachers will identify students that would benefit from spending some extra work time on Fridays. Teachers will notify the parents in a timely manner, to check to see if they can attend. The district strongly encourages taking full advantage of this service if a child is identified. Parents may contact the teachers to inquire if this opportunity is appropriate for their child.

POSITIVE PLAYGROUND RULES

The Deuel Elementary grades will be implementing a positive behavior program. It is our hope to recognize the students for their positive accomplishments and behavior. Students who feel good about themselves will learn more, will treat others appropriately, and will display responsible behavior. Positive student behavior needs to be recognized. These students will be recognized for their positive behavior by verbal praises and encouragement, positive notes, periodic class privileges, etc. The emphasis of the student behavior program is recognition of positive behavior. It is our hope that the behavior program will provide for efficient classroom management, respect from the peers and adults, and respect for the Deuel Elementary School. The program encourages the use of logical and natural consequences for inappropriate behavior at school.
The children are encouraged to remember: (1) I cause my own outcomes; (2) I have more than one choice; and (3) I have the power to pick the best choice. The following rules will be expected in an attempt to establish a consistent discipline program for the students.

PLAYGROUND RULES

a. Listen to and obey the playground supervisor.
b. Keep your hands, feet, and other objects to yourself. No fighting, throwing objects, pushing, tackling, or wrestling.
c. Touch football will be permitted.
d. Use playground equipment properly.
e. Stop play and line up when the bell/whistle/voice is sounded.
f. Inappropriate language is not acceptable.

WINTER PLAYGROUND EXPECTATIONS

During winter months, students must wear appropriate outdoor clothing. Running or sliding on icy surfaces is not allowed. Snow and ice must remain on the ground (no throwing). Some playground areas or equipment may be closed due to safety conditions. Students must follow all directions from the playground supervisor and use extra caution on slippery surfaces.

LUNCHROOM RULES

a. The students will obey and respect lunchroom supervisors.
b. Keep your hands, feet, and other objects to yourself. No fighting, pushing, tripping, hitting, or throwing objects.
c. The students will be dismissed from the table when all food and paper is picked up from around and under the table and the entire table is quiet.

MEALTIME VISITORS

Parents and adults must purchase or bring a lunch if they wish to eat lunch with their student. You must contact the office at least one day prior to eating with your student.

HALLWAY RULES

a. Keep your hands, feet, and other objects to yourself. No fighting, pushing, tripping, hitting or throwing objects.
b. The students will walk quietly and orderly (no running).

BATHROOM RULES

a. Keep hands, feet, and other objects to yourself. No fighting, pushing, tripping, hitting, or throwing objects.
b. The students will use the bathroom equipment properly.
c. The students will use a quiet voice while in the bathroom.

CLASSROOM RULES

~~a. Student behavior in the classroom is expected to be the same as indicated above.~~

~~Realizing that discipline is essential to the normal operation of the school, any or all the following steps may be taken to help students who have demonstrated misbehavior:~~

~~1. Counseling~~
~~2. Parental Conference~~
~~3. Contracts~~
~~4. Detention~~
~~5. Suspension from class~~
~~6. In-school suspension~~
~~7. Out-of-school suspension~~

Student behavior in the classroom is expected to follow the same expectations outlined in the school-wide rules.

Discipline is essential to maintaining a safe and productive learning environment. When misbehavior occurs, the school may use one or more of the following interventions and consequences:

1. Counseling / reteaching expectations
2. Parent/guardian contact or conference
3. Behavior contract or plan
4. Detention
5. Removal from class
6. In-school suspension
7. Out-of-school suspension
8. Expulsion

Disciplinary actions will be determined based on the severity of the behavior, the student's past record, and what is necessary to maintain a safe and appropriate learning environment. Serious or unsafe behaviors may result in immediate advanced disciplinary action.

BULLYING & HARASSMENT

The District is committed to maintaining a constructive, safe, and bullying-free school climate that is conducive to all students' educational opportunities and which fosters an environment in which all students are treated with respect and dignity. Bullying can inhibit a student's educational opportunities and may also have long-term negative effects on a student. Bullying of students shall not be tolerated and is strictly prohibited. Bullying of students from other schools who are at a District activity, parents, school employees, guests, visitors, volunteers and vendors of the District shall also not be tolerated and is strictly prohibited.

This policy shall not be interpreted or applied to prohibit civil exchange of opinions or debate protected under the state or federal constitutions if the opinion expressed does not otherwise materially or substantially disrupt the education process or intrude upon the rights of others. However, conduct which substantially interferes with the work of the school, causes material and substantial interference with school work and discipline, and might reasonably have led school authorities to forecast substantial disruption of or material interference with school activities is not constitutionally protected speech and is therefore prohibited under this policy.

All students, parents, employees, guests, visitors, volunteers and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies related to student, parent, employee and visitor conduct. This policy prohibiting bullying shall apply to all students, parents, employees, guests, visitors, volunteers and vendors while on school property, while attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased

vehicle, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities..

The District shall investigate all reported instances involving bullying. Unless a different person is designated by the Superintendent to conduct the investigation, the Principal of the school attendance center where the bullying is alleged to have occurred is responsible for investigating the alleged bullying. Allegations of bullying may also be reported by the administration to other authorities, including but not limited to law enforcement.

Students who violate this policy shall be subject to appropriate disciplinary action, up to and including expulsion. Employees who violate this policy shall be subject to appropriate disciplinary action, up to and including termination of employment. Parents, guests, visitors, volunteers, and vendors who violate this policy may be prohibited from being on school property.

Pursuant to state law:

A. any school district employee, school volunteer, student, or parent who promptly reports in good faith an act of bullying to the appropriate school district official as designated in the school district's policy, and who makes the report in compliance with the provisions of the school district's policy, is immune from any cause of action for damages arising from failure to remedy the reported incident, and
B. no cause of action is created against the school district, school district employee, school volunteer, student, or parent unless there has been substantial noncompliance with the school district's policy which results in injury to a person.

The District will maintain confidentiality to the maximum extent possible under the circumstances. However, a person reporting bullying conduct must understand that should the administrator who is investigating the report determine there is reasonable cause to suspect that bullying did occur which could result in administrative discipline or a referral to the School Board, the person alleged to have abused the other person may have the right to know the identity of the person(s) making the report in order that he/ she may have an opportunity to defend himself/herself.

The District strictly prohibits retaliation against any person because he or she has made a report, testified, assisted, or participated in the investigation of a report of alleged bullying. Retaliation includes, but is not limited to, any form of verbal or physical reprisal or adverse pressure. The person(s) alleged to have bullied another person shall not directly or indirectly (such as through another person) harass, pressure, or retaliate against any other person because of the complaint being reported. A violation of this provision may lead to separate disciplinary action based on the retaliation. Any person who believes he or she is being subjected to retaliation because of his or her involvement with a bullying report should immediately contact a school administrator**.**

Complaints against school employees and complaints related to Sexual Harassment are addressed through other school district policies and not through this policy.

SECTION 2 – Bullying Defined

A. Bullying is an intentional isolated act or pattern of repeated conduct toward another person that is sufficiently severe and offensive to a reasonable person, and
    1. Has the purpose or effect of creating an intimidating, hostile or offensive school environment for one or more students, parents, employees, guests, visitors, volunteers or vendors, and/or
    2. Has the purpose or effect of substantially or unreasonably interfering with a student’s educational opportunities (i.e., academic, co-curricular

activities, extra-curricular activities, and social opportunities, etc. within the school environment), employee's and volunteer's work environment or performance, or access by parents, guests, visitors or vendors, and/or

3. Places a person in reasonable fear of harm to his or her person or damage to his or her property, and/or
4. Causes physical hurt or psychological distress to a person, and/or
5. Constitutes retaliation against any person for asserting or alleging an act of bullying, and/or
6. Disrupts the orderly operation of a school.

B. Bullying conduct includes threats, intimidation, physical violence, theft, destruction of property, hazing, stalking (SDCL 22-19A-1), harassment (SDCL 22-19A-4), and threatening or harassing contact by telephone or other communication devices, commonly referred to as cyberbullying (SDCL 49-31-31). Neither the physical location nor the time of day of any incident involving the use of computers or other electronic devices is a defense to any disciplinary action taken by the School District for conduct determined to meet the definition of bullying in SDCL 13-32-15.

1. Hazing defined: any verbal or physical act or acts done on school property or at a school activity which directed toward another person and done for the purpose of initiation into any group, regardless of whether the group is a school sanctioned organization, when the act or acts causes or may create a reasonable risk of causing mental, emotional or physical harm to the person who is the recipient of the act or acts.
2. Stalking defined: willfully, maliciously, and repeatedly following or harassing another person; making a credible threat to another person with the intent to place that person in reasonable fear of death or great bodily injury; or willfully, maliciously, and repeatedly harassing another person by means of any verbal, electronic, digital media, mechanical, telegraphic, or written communication.
3. Harass defined: a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses the person, and which serves no legitimate purpose.
4. Threatening or harassing contacts by telephone or other electronic communication device defined: using or knowingly permitting a telephone or other electronic communication device under his or her control for any of the following purposes:
    (1) To contact another person with intent to terrorize, intimidate, threaten, harass or annoy such person by using obscene or lewd language or by suggesting a lewd or lascivious act,
    (2) To contact another person with intent to threaten to inflict physical harm or injury to any person or property,
    (3) To contact another person with intent to extort money or other things of value,
    (4) To contact another person with intent to disturb that person by repeated anonymous telephone calls or intentionally failing to replace the receiver or disengage the telephone connection.

SECTION 3 – Reporting Procedure

Any individual who believes that he or she has been or is being subjected to bullying or has reason to suspect another person has been or is being subjected to bullying should

immediately report it to a teacher or school administrator. The report may be made verbally or in writing. A report may be made anonymously, although disciplinary action may not be based solely on an anonymous report. If disciplinary action is being requested, the individual reporting the bullying will be asked to either submit a signed written complaint or sign a completed Bullying Report Form, Exhibit JFCD-E(1), verifying the accuracy of its content. The written complaint or Bullying Report Form must include the following:

- the date the written complaint was filed or the Bullying Report Form was completed,
- the school employee receiving the complaint (if applicable),
- the name of the person reporting the bullying
- the address/phone # of the person reporting the bullying,
- the specific conduct or nature of the bullying complaint including the person(s) alleged to have bullied the complaining party or another person, the date(s) and location where the conduct occurred, witnesses, etc.,
- the date the school employee completed the form (if applicable)
- the date and signature of the person reporting the bullying.

If the signed written complaint was given to a teacher, or if the Bullying Report Form was completed by a teacher, the teacher shall forward the complaint or Bullying Report Form to the teacher's building principal.

SECTION 4 – Procedure for Addressing Bullying Complaints

STEP 1: Principal.

Should there be a report which alleges a District student, parent, employee, guest, visitor, volunteer or vendor has been subjected to bullying, an investigation into the alleged bullying will be initiated. The District's investigation may include, but is not limited to, such things as interviewing individuals with actual or possible knowledge regarding the conduct in question, identifying facts related to the conduct in question, identifying when and over what period of time the conduct is to have occurred, determining whether the conduct negatively affects the educational opportunities or employment condition of the victim, identifying prior history of a similar nature by any of the individuals involved, and attempting to obtain possible verification from other persons. The investigation shall be conducted promptly and completed in a reasonable time frame given the nature of the complaint.

The person alleged to have bullied another person will be notified that a complaint has been filed pursuant to this policy and that the complaint is being investigated. The name of the person making the complaint will not be disclosed to the person alleged to have violated this policy unless and until the investigation results in a determination that there is reasonable cause to suspect that bullying did occur.

Upon reasonable suspicion by the school administrator responsible for the investigation that the allegation of bullying may be true, the employee, student or other person accused of bullying conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, including a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim.

The person alleged to have bullied another person in violation of this policy shall be afforded an opportunity to respond to the allegation of bullying but is not required to submit a response.

Pending the outcome of the investigation the school administrator responsible for conducting the investigation may take such action consistent with school policy and state law as deemed appropriate in order to facilitate the investigation and protect the rights of all persons involved. If there is reasonable suspicion to believe that a person bullied another person while at school or at a school activity on non-school property in violation of this policy, the administration may prohibit that person from being on school property or at school activities.

At the conclusion of the investigation, the Principal shall make a determination as to whether bullying did occur or whether the facts are insufficient to determine that a determination that bullying occurred. The complainant and the person alleged to have bullied another person will receive written notice of the Principal's determination. Should the Principal conclude that bullying did occur, the Principal shall take such action as deemed appropriate, which may include imposing disciplinary consequences on the person found to have violated this policy prohibiting bullying.

STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Principal's decision in Step 1 to the Superintendent:

1. If either party is not satisfied with the Principal's decision, or if the Principal does not render a written decision within fourteen (14) calendar days of the request for a decision on the merits of the complaint, that party may appeal to the Superintendent by filing form JFCD-E(2). The appeal must be filed within ten (10) calendar days of receipt of the Principal's written decision, or ten (10) days of the deadline for the Principal's written decision, whichever comes first. The appealing party must attach the Principal's written decision.
2. Within fourteen (14) calendar days from the date the appeal was filed, the Superintendent shall render a decision in writing. All parties shall receive copies of the decision. The Superintendent shall uphold, reverse, modify the principal's decision, or the Superintendent may refer the matter back to the Principal for further investigation and supplemental decision which decision may restate, modify or reverse the Principal's initial decision. A supplemental decision by the Principal after a referral back to the Principal is subject to appeal to the Superintendent. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to all parties, which notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.

STEP 3: Appeal to the Board

If either party is not satisfied with the Superintendent's decision, or if the Superintendent does not render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the School Board by filing with

the Business Manager using Form JFCD-E(3) within ten (10) calendar days of receipt of the Superintendent's written decision, or ten (10) days of the deadline for the Superintendent's written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the Principal's written decision, the appeal to the Superintendent, and the Superintendent's written decision or notice of the Superintendent's failure to render a written decision.

The following procedure shall be used by the Board to address an appeal of the Superintendent's decision on the merits related to a bullying complaint:

1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the bullying policy.
2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.
3. The following procedure shall be applicable at the appeal hearing before the Board:
   A. The Board shall appoint a board member or a person who is not an employee of the school district as the hearing officer;
   B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;
   C. The Complainant, person alleged to have violated the bullying policy, and Superintendent each have the right to be represented at the hearing;
   D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;
   E. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified;
   F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Superintendent;
   G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;
   H. The Superintendent shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent;
   I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board president, hearing officer or other person authorized by law to take oaths and affirmations;
   J. The hearing officer shall admit all relevant evidence. The hearing officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. Moran v. Rapid City Area School Dist., 281 N.W.2d 595. 602 (S.D. 1979).
   K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other

party, and then the Superintendent. The appealing party shall be given the opportunity for a brief rebuttal;

L. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the hearing officer may meet with the Board during deliberations. The Board may seek advice during deliberation from an attorney who has not represented any of the parties to the hearing. Consultation with any other person during deliberation may occur only if a representative of both parties and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date; within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to both parties and the Superintendent, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;

M. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will convene in open session and a motion to uphold, reverse, or modify the Superintendent's decision shall be made and voted upon. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion shall be in writing and approved by the Board. Both parties, the Principal and the Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the Board.

N. Following the Board hearing, should the Board determine there has been a violation of this policy prohibiting bullying, Board action may include but is not limited to the following: (1) suspend or expel a student from any or all school programs, including but not limited to classes, extracurricular activities, or attendance at school activities; (2) pursuant to statute, reprimand, suspend without pay, or terminate the contract of an employee, or (3) prohibit a person from being on school property or at school activities for such time as may be determined by the Board.

O. If either party is dissatisfied with the Board's decision, that party may appeal the decision by filing an appeal to circuit court pursuant to SDCL 13-46-1.

TELEPHONE

Students will not use the office phone or personal cell phones for personal calls except in an emergency and with teacher permission. Phone calls for students will be handled with a message. Emergency calls will be handled by the principal, principal's office, or the teacher in charge.

FIRE AND TORNADO DRILLS

When the fire bell sounds, all students and staff members are to leave the building quickly and quietly by the route posted in each room. When the tornado drill signal is given, all students and staff are to go to their designated area and assume the instructed position. Fire and tornado drills are to be posted in each room.

ABSENCE AND ATTENDANCE POLICY (Elementary)

Regular attendance is essential to a student's success in school. Scholastic achievement is often directly related to attendance, so it is vital that students attend regularly. South Dakota Law gives the responsibility for regular attendance to students and parents. Parental support of regular attendance is expected. Parent, or person responsible for them, must sign them out in the elementary office before leaving.

Parents are asked to call the school before 9:00 am each day that a student is absent. If parents do not call, the school will attempt to contact the parent. If the school cannot reach the parent during the day of absence, the absence will be unexcused. Students who arrive at class fifteen or more minutes late will be counted ~~absent unexcused for that class period~~ counted tardy. Parents who are taking their child on an extended trip must call before leaving to excuse their child for the duration of the trip. Students must check out at the elementary office when leaving during the day or the absence will be unexcused.

Completion of missed work is the responsibility of the student. The student will have two full days for each full day of excused absence, maximum of six full days, to complete work missed unless arrangements have been made with the individual classroom instructor. Please note that Fridays count as one of the six days providing staff are in session.

GUIDELINES FOR EXCUSED AND UNEXCUSED ABSENCES

School officials have the final decision in all situations.

Exempt Absences – DO NOT COUNT AGAINST STUDENT ATTENDANCE:

School-sponsored activities (school sports, school activities)

Doctor/Dentist Appointments verified by a doctor's office note

Funerals/Religious Observations

Court Appointment

Excused Absences – WILL COUNT AGAINST STUDENT ATTENDANCE

Parent Request

Personal Illness or accident

Weather Related absences

Suspension from School

Death, serious illness, or injury within the immediate family/household/close friends

Family Vacations for Multiple Days (Will count as 1 absence if the school is notified in advance and the necessary work is completed before trip)

Other compelling situations which are approved by the administration

Unexcused Absences – WILL COUNT AGAINST STUDENT ATTENDANCE

Absences without permission from parent, guardian, or school official

Examples of absences which may not be excused by school officials unless there are extenuating circumstances include, but are not limited to:

Oversleeping

Missing class to prepare for another class or activity

Failure to check out in the office before leaving during the school day

CONSEQUENCES FOR EXCESSIVE ABSENCES EXCUSED AND/OR UNEXCUSED

School consequences for chronic absenteeism center around communication with parents. Notification of chronic

absenteeism will occur as per the following policy:

- 7 Excused and/or Unexcused Absences: Notification to parents via letter of attendance policy.
- 10 Excused and/or Unexcused Absences: Notification to parents via letter when students have missed 10 times in one or more classes.
- 12 Excused and/or Unexcused Absences: Notification to parents via letter when students have missed 12 times in one or more classes. If student has missed 12 or more days within a semester of school, the Deuel County Sheriff may/will write a truancy ticket for excessive absence.

TEMPORARY EXCLUSION RECOMMENDATIONS FOR ILLNESS IN THE SCHOOL SETTING.

A. Chicken pox (Varicella): exclude until all lesions have dried and crusted or, in immunized children without crusts, until no new lesions appear within a 24-hour period.

B. COVID-19: exclude based on current CDC and SD Department of Health guidance, see doh.sd.gov.

C. Diarrheal diseases: exclude while symptomatic only if person is unable to practice independent hygiene.

D. Haemophilus influenzae type B, invasive (Hib): exclude until after the child has been cleared by a physician.

E. HIV, Hepatitis B, Hepatitis C, and other bloodborne diseases: generally no exclusion; considerations may exist if there is potential for bloodborne exposure. Consult healthcare provider for guidance.

F. Hepatitis A: exclude until one week after onset of illness.

G. Influenza and Influenza-like illness: exclude until fever has been absent for 24 hours in an unmedicated state. Additional exclusions may be necessary for documented novel strain or pandemic influenza based on SD Department of Health and CDC guidance.

H. Measles: exclude until four days after onset of rash.

I. Meningococcal disease (Neisseria meningitidis): exclude until after 24 hours of antibiotic treatment.

J. Methicillin-resistant Staphylococcus aureus (MRSA): exclude only if confirmed MRSA is present from a wound in which drainage is occurring and cannot be covered and contained.

K. Mumps: exclude until five days after the onset of parotid gland swelling.

L. Pertussis (Whooping cough): exclude until completion of 5 days of appropriate antibiotic treatment. If appropriate antibiotic treatment is not received, exclude until 21 days after onset of cough.

M. Hand Foot and Mouth: The child should stay home from school or childcare until he or she has no fever for 24 hours and the mouth sores and open blisters have healed. Sores on the palms of the hands and soles of the feet rarely blister. Children can be in school/daycare with those sores as they may take weeks to

resolve. However, if the child has blisters, anywhere on the body, the blisters need to be healing and crusted over before returning to school/daycare.

N. Pink eye, head lice, ringworm, herpes gladiatorum, molluscum contagiosum, and skin rashes without fever: generally no exclusion; special considerations may exist. Consult healthcare provider for guidance.

a. Pink Eye:
    i. Bacterial: Thick, sticky, white/yellowish discharge from eye(s). Child needs to be seen in the clinic. Child has to be on antibiotic drops for 24 hours before returning to school.
    ii. Viral: watery red eyes. Child can be in school as long as they don't have a fever and are feeling well otherwise.
    iii. Allergic: no need to stay home from school.

b. Ringworm:
    i. Children with ringworm can return to school the day they start treatment for ringworm. In it is on the scalp, they need to remain out of school for 24 hours after treatments has been started. Any child with ringworm should not participate in gym or other close contact activities that are likely to expose others until 72 hours after treatment has begun or until lesions can be completely covered.

c. Head Lice:

    Based on the recommendations of the National Association of School Nurses, the American Academy of Pediatrics, the Centers for Disease Control, and the State Department of Health the following are guidelines for managing head lice in the school setting:

    i. Teachers and/or parents may request that a student be checked for lice, based on excessive head scratching, student report of a "crawling" feeling, or observation of suspected lice and/or eggs.
    ii. The student should be screened by the school nurse
    iii. Students with live lice should be allowed to remain in the classroom until the end of the day but should be discouraged from close head to head contact with other students.
    iv. In some situations students may be sent home. Sending a student home is determined on an individual basis. Common sense should prevail when deciding how contagious an individual child may be (a child with hundreds of live lice vs. a child with 2 live lice).
    v. Parent/guardian should be informed of the findings either by phone or note. Information on head lice and treatment should be provided to the parent/guardian. It is expected that parent/guardian will treat the child before sending them back to school. Head Lice

Information can be found on the District website under Health Services.

vi. The student may return to school the next day. The nurse or designated staff will determine if a student has been treated based on parent/guardian report and visual inspection.

vii. Non-compliant cases require the use of good nursing judgment that does not punish the child.

viii. Classroom checks and letters informing parents of head lice may be done in the case of an outbreak and at the discretion of the school nurse.

ix. The school nurse is the best person to provide education and guidance for head lice management.

O. Rubella: exclude until seven days after onset of rash.

P. Scabies: exclude until after treatment has started.

Q. Shingles (Herpes zoster): generally no exclusion if lesions can be covered. If lesions cannot be covered, exclude until rash or lesions have crusted over.

R. Strep throat and Streptococcal skin infections: exclude until after 12 hours of antibiotic treatment.

S. Tuberculosis: exclude until a physician, concurring with the SD Department of Health, states the child is not infectious.

T. Students will not return to school until at least 24 hours have passed since the last episode of vomiting or diarrhea to help prevent the spread of illness and ensure they are well enough to participate in class.

Students that record a temperature of 100.4 will be sent home from school. With any illness, students must be fever free (less than 100.4) for 24 hours in an unmedicated state before returning to school.

PETS:

The school district tries very hard to keep student bodies safe. After consulting with professionals certified in public and food safety, pets are not allowed in school.

RECESS

If a child is to stay in from recess for any medical reason, a written note from the doctor is needed.

NO SCHOOL ANNOUNCEMENT

If school is not being held because of severe weather conditions the no school announcement or early dismissal will be made using:

a. A notify statement will be sent to all district stakeholders. This will be delivered in a text message, phone call or an e-mail.
b. Post will be created on the school website
c. Post will also be made using the school Facebook page.
d. Major Network affiliates will be notified prior to schools being closed.

Parents also have the option to sign up for the school messaging system. This system notifies parents of school closings/late starts via e-mail or through your home telephone. Contact the Business Office for more information.

PRINTED MATERIAL

Material such as magazines and posters will not be distributed in school by non-district employees without permission from the principal. Deuel School District will not tolerate obscene materials or any materials that advocate sex, drugs, violence, etc.

DRESS CODE/PERSONAL HYGEINE

The Board recognizes that it is the prerogative of parents to determine what is appropriate dress and grooming for their children in accordance with the age and grade of these students. It is hoped that decisions made by parents and students in these matters will reflect favorably upon the individual, the school, and the community.

There are certain restrictions necessary on a student's dress and grooming when such dress and grooming may create a health or safety hazard; invade the rights of others; or, be disruptive to the educational environment by detracting from the decency and decorum in school. It will be the responsibility of the building principal to determine violations of the intent to this policy and to take necessary corrective action.

DISRUPTION OF SCHOOL

Any student removed from a class may be sent to the principal’s office.

PROHIBITED MATERIALS

The following materials are prohibited at Deuel School and will be handled according to policy:

1. Drugs (unless prescribed by a physician)
2. Alcohol
3. Pornographic materials
4. Tobacco products
5. Firearms
6. Any other weapons that have the express purpose of causing injury.

DRUG AND ALCOHOL ABUSE

Any student who intentionally sells, gives, possesses, uses, or is under the influence of illicit drugs, narcotics, or alcohol in or on school property, including school buses, shall be 1) held in in-school suspension and 2) reported to the appropriate law enforcement agencies for possible legal action.

TOBACCO PRODUCTS

The Deuel School District recognizes its duty to promote the health and safety of students, staff and citizens on district property and during school-sponsored activities. In accordance with this responsibility, it is the intent of the School Board to establish a tobacco-free school environment that demonstrates a commitment to helping students resist tobacco use and that emphasizes the importance of adult role modeling.

The use, possession, or promotion of tobacco on school property by students, employees, vendors, visitors and invitees is prohibited. Students and employees are also prohibited from using or promoting tobacco at school-sponsored activities off school property. Students participating in school activities are also subject to such rules as may exist pursuant to an applicable activity code of conduct.

For the purposes of this policy:

1. “Tobacco” means any substance or item, in any form, containing tobacco and electronic nicotine delivery devices (e-cigarettes), which may not contain tobacco;

2. “School property” means all district-owned, rented or leased buildings, grounds and vehicles;

3. “School-sponsored activity” means any planned, organized, endorsed, or supervised activity involving district students or staff that occurs either before, during or after regular school hours;

4. "Promotion" means the use or display of tobacco-related clothing, bags, lighters, or other material that is designed to encourage the acceptance or use of tobacco.

District employees in violation of this policy will be subject to disciplinary action. Visitors, vendors and invitees in violation of this policy will be subject to appropriate consequences, which may include being directed to leave school property.

The superintendent shall provide reasonable public notification of the district's policy within student and staff handbooks.

DAMAGE TO SCHOOL PROPERTY

Any intentional damage to school property will result in disciplinary action plus restitution to cover the cost of the damages.

BOOK FINES

Students will be assessed a fine to be determined by the principal for damage to schoolbooks. The fine shall not exceed the replacement cost of the book.

CELL PHONES/SMART WATCHES

Students are to keep all devices in their locker during the day and are **not** to be used in the hallway or playground. All electronic communication device policies are handled by the classroom teacher, and individual classroom rules will apply. Students who use the electronic communication devices improperly are subject to having them confiscated by teachers and/or administration.

1. First Infraction – Principal will keep the device in the office until the end of the day and then returned to the student. Parent contact will be made.
2. Second Infraction – The principal will keep the device in the office until a parent can come to get the device.

VISITORS

Please use the elementary school entrance when visiting the elementary school. Entrances will always remain locked for security purposes. All visitors will be required to check into the office when entering the school and if visiting a classroom, will be asked to fill out a classroom visitor form. The office will provide the visitor with a badge if they must be in the hallways or a classroom.

ACTIVITIES

There will be opportunities for our elementary students to participate in volunteer operated activities. The students are reminded that they represent Deuel School District and, if any discipline problems, etc. occur, they will be handled according to District policy.

MEDICATION

The safe and effective use of medications for the treatment of illness and disability has enabled many children to attend school. At Deuel School, every effort should be made to administer all medications at home. When it is necessary that students receive medications at school, arrangements need to be made with the school nurse in advance.
For students in grades PK-5, medication administration will be supervised. Because the law requires the nurse to have an order from a physician in order to administer medications (including over-the-counter medications, such as Tylenol), it is important for students and parents to plan ahead when medication at school is anticipated. For example, arranging medication needs in advance, for conditions such as migraine headaches or menstrual pain, will help the school nurse keep students safe and comfortable at school.

CUSTODY

If there is a custody situation that the school should be aware of, please call the principal's office to make the principal aware of it. For the children's safety, the principal must have a certified copy of all custody orders and restraining orders.

LOCKERS

All lockers are loaned to students and the school retains control of the lockers. Since the school retains control of the lockers, they may be inspected at any time.

GRADING (K-3)

- Standards based grade reports. Each standard is measured from the following indicators.

4 - Proficient - I can show that I understand grade level work consistently on my own.

3 - Approaching Proficiency - I can show that I understand grade level work most of the time, but I still might make mistakes.

2 - Beginning Progress - I am beginning to understand grade level work with help from my teacher.

1 - Of Concern - I do not understand grade level work.

GRADING (4-5)

- Standards based grade reports. Each standard is measured from the following indicators.
  - A – 100% - 92%
  - B – 91% - 82%
  - C – 81% - 73%
  - D – 72% - 65%
  - F – 64% - 0%

STUDENT POLICY FOR A GUN-FREE SCHOOL

Student and employee safety is a paramount concern to the Deuel School Board. With this in mind, the school board shall assist and cooperate with teachers and administration in the government and discipline of the school. The board may suspend or expel from school any student for violation of rules, policies, insubordination, or misconduct and administration may temporarily suspend any student in accordance with SDCL 13-32-42. The rules on policies may include prohibiting the following:

(1) The use or possession of a firearm, as provided in SDCL 13-32-7, on or in any elementary or secondary school premises, vehicle or building that is owned, leased, or used for elementary or secondary functions or activities.

The Gun-Free Schools Act of 1994 (GFSA) requires that schools:
(1) Comply with the State law requiring a one (1) year expulsion; this is, subject to the case by case exception, any student who brings a weapon to school must be expelled for not less than one (1) year.
(2) Provide assurance of compliance to the State Education Association (SEA).
(3) Provide descriptive information to the State Education Association concerning the expulsion.
(4) Have a referral policy for students who bring weapons to school.

Therefore, if a student has intentionally brought a firearm onto school premises, vehicle, or building that is owned, leased, or used for school functions or activities, the following plan will be implemented.
(1) Students are entitled to due process:
A. If, after due process has been accorded, a student is found to have brought a weapon to school the GFSA requires expulsion for a period of not less than one (1) year.
B. The school administration may modify the one (1) year expulsion

requirement on a case by case basis.
(2) Send a report to the SEA that includes the following:
A. Number of students expelled
B. The type of weapon involved.
(3) A written report to the local law enforcement of the incident. The report must include name, date, and type of weapon.
(4) Alternative educational services will only be provided if federal or state laws require the service.
The school district will allow usage of facilities for hunter safety courses. A properly certified instructor must teach the class.

STUDENT INTERVIEW POLICY
POLICE/DEPARTMENT OF SOCIAL SERVICES

When students are at school or involved in a school activity off school grounds, the school has an obligation to the students, the parents, as well as to the authorities, such as law enforcement and the Department of Social Services. This policy attempts to balance the rights of students and parents with the rights and responsibilities of law enforcement and the Department of Social Services as those entities investigate juvenile delinquency/criminal matters and matters of child abuse and neglect. It is therefore the policy of the District that:

(1) should a law enforcement officer wish to talk with a student under the age of 18* while the student is at school and interview the student for a reason other than investigating suspected child abuse or neglect, the District will not allow the law enforcement officer to question the student unless the school has first notified the student's parents and received permission from a parent for the student to talk with the law enforcement officer. The parents have the right to deny the request from law enforcement. The parents shall also have the right to be present should the parents grant permission to law enforcement officer to talk with the student;

(2) should the Department of Social Services or a law enforcement officer be investigating suspected child abuse or neglect and wish to talk with a student under the age of 18* while the student is at school, the request to talk with a student shall be made to one of the school administrators at the school for approval of the interview. The law in South Dakota requires investigation of suspected child abuse to be kept confidential and can be done without notification to parents. Therefore, the school will not notify parents of a request by the Department of Social Services or law enforcement to talk with a student in such instances.

*When a student reaches the age of 18, the student is a legal adult and has the authority to make decisions without parental involvement. However, the student, even if age 18 or older, may choose to contact his/her parents for advice before responding to a request by the authorities to meet with and talk to law enforcement and/or the Department of Social Services.

SEPARATED / DIVORCED FAMILY POLICY

I. School Neutrality / Parent Responsibility

The Deuel School District shall maintain strict neutrality between parents who are involved in an action involving the family (separation/divorce proceeding/divorced) as it is the intent of the District to promote the best interests of each student enrolled in its schools in partnership with both parents, unless otherwise directed by Court Order. It is the responsibility of the parent wishing to restrict a parental right to notify the District of any Court Order affecting student contact/visitation and/or student records by submitting a certified copy of the Court Order to the Superintendent of Schools and a copy to the child's school building principal.

II. Student Contact / Student Visitation During School Hours

Unless a parent gives notification pursuant to paragraph 1 above, the District will assume that both parents have the right to contact and visit his or her child at school. For purposes of this provision, the Court Order restricting any right of contact and/or visitation needs to specifically restrict the right and a general Order granting physical custody to one parent will not be deemed as sufficiently specific as to prohibit the noncustodial parent's right to contact and/or visit the child while the child is at school.

III. Release of Student to Noncustodial Parent

The District will not authorize a student enrolled in the District to leave the school premises with a noncustodial parent during school hours without the permission of the parent having primary physical custody of the child. For purposes of this provision, it is the responsibility of the custodial parent to provide the District with a certified copy of the Court Order granting custody pursuant to paragraph I.

IV. Release of Student Records

Pursuant to federal law (Family Education Rights and Privacy Act) both parents, regardless of marital status, have the right to access and have copies of student records and discuss the same with appropriate school employees, unless there is a Court Order specifically restricting this right of access. Any Court Order restricting the release of confidential student records to a parent is to be submitted to the District pursuant to paragraph I.

Rules of Appropriate Computer Use

- Do not use the computer to harm other people or their work
- Do not damage the computer or the network in any way

- Do not interfere with the operation of the network by installing any software unless approved by administration
- Do not violate copyright laws
- Do not view, send or display offensive messages or pictures
- Do not trespass in another's folders, work or files
- Do not change system configuration
- Do not leave computer unattended
- Always use assigned computer bag to transport computer

Failure to follow these rules will result in suspension of computer privileges up to 30 days. Any accidental or intentional damage to the computer or network will be the billed out to the student/parent as outlined in policy. If student owes money to the school district, the computer may be taken away until the amount is paid. BE PREPARED to be held accountable for your actions and for the loss of privileges if the Rules of Appropriate Use are violated.

Internet

The Internet is a global electronic information infrastructure, a network of global networks. Because the Internet is a constantly changing electronic environment, the information available to users is constantly changing, and therefore, it is impossible to predict with certainty what information users might locate. The School District shall make every effort to restrict access to inappropriate materials; however, it is impossible to control all materials on a global network. This networking environment requires that the user be responsible for the appropriate use of this service. Therefore, the District shall not be liable for the content or viewing of any materials not prepared by the District. Availability of some materials on the Internet does not indicate endorsement of their content by the Deuel School District. The following rules apply to the use of the Internet:

- Be polite and use appropriate language in your messages to others. Obscene, abusive, sexually explicit or threatening language will not be tolerated.
- Never reveal your, or anyone else's personal information.
- Only State K-12 Students E-mail accounts are allowed unless permission is given by administration.
- You are prohibited from accessing, uploading, downloading, distributing, viewing or possessing any pornographic, obscene, or sexually explicit material and web sites that promote racism or religious intolerance.
- You and not the Deuel School District are responsible for possession of any and all materials, and for your actions with the use of the Internet.
- You must abide by and all local, state and federal rules and regulations.
- You are responsible for any action, artifice or scheme to defraud or obtain money, property, services and other things of value by false pretenses, promises or representations while using this access.
- Develop web pages only as directed by staff members to fulfill course or school related activities;
- Access is a privilege - not a right.

- Only files relating to classroom assignments may be stored on the network file sever

Any violation of District Internet policy or rules may result in loss of computer privileges for up to 30 days. Additional disciplinary action may be imposed and will be determined on an individual basis in keeping with existing practices and procedures regarding inappropriate language or behavior. When applicable, law enforcement agencies may become involved. The Deuel School District makes no warranties of any kind, either expressed or implied, for the Internet access it is providing. The District will not be responsible for any unauthorized financial obligations resulting from the use of this account.

Network

The use of the School District's network (LAN) and Intranet is a privilege, not a right. Guidelines are provided to make all users aware of the responsibilities associated with efficient, ethical and lawful use of network resources.
The School District does not guarantee that the network will be uninterrupted or error free; nor does it make any warranty as to the results to be obtained from use of the service or the accuracy or quality of the information obtained on or by the network. Access to the network is provided on an "as is" basis without warranties of any kind. Neither the School District nor any of its agents or employees shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the network or out of any breach of any warranty.

User Accounts

User accounts are considered the property of the Deuel School District. The School District expressly reserved the right, at any time, to log, monitor and review, the subject, content and appropriateness of electronic communications or other computer files and remove them if warranted, reporting any violation to the school administration or law enforcement officials.
Persons, using the District network, shall have no expectation of privacy or confidentiality in the content of electronic communications or other computer files sent and received on the District network.

Bring Your Own Device

Students bringing personal devices to school will not be allowed on the District’s network. Student’s that bring personal devices to school are not allowed to have Mobile Hotspots.

Rules of Network Use

Users of the School District Network shall:

- Be responsible for all use of the network under their accounts and user names, regardless of whether access is gained with or without the person's knowledge and/or consent;
- Use only your own account. You may not access any other person's material, information, or files without their permission;
- Immediately notify the School District if they suspect any unauthorized use of their account. The person shall remain liable and responsible for any unauthorized use until the School District is notified of the suspected unauthorized use and has a reasonable opportunity to act upon such notice;
- Not harm or destroy in any way, the data of another user, including the uploading of, or the creation of computer viruses to any computer;
- Do not transmit, download, access or place unlawful information, any abusive, defamatory, obscene, profane, sexually explicit, threatening or illegal material on the network;
- Not use the District network to solicit sales or conduct business;
- Do not transmit copyrighted material without the express consent or authorization of the owner of the copyrights.
- Any sites that are deemed bandwidth intensive some as streaming music for streaming video or any other sites defined by the Deuel School District are not allowed for personal use.

Network Security

Security of all networks connected to the Deuel School District is a high priority. Anyone observing a security problem on the District network shall notify District personnel. Any person identified as a security risk or having a history of problems with other computer systems may be denied access to the District network.
Any violation of District policy on network use may result in loss of privileges to the network or computer devices for up to 30 days. Access to the School District network may be denied, and the appropriate disciplinary action shall be applied. The School District's discipline policy shall be applied to student infractions.

The Children's Internet Protection Act (CIPA) is a federal law enacted by Congress to address concerns about access to offensive content over the Internet on school and library computers. The Deuel School District uses various resources to protect its K-12 students. The District adopted the CommonSenseMedia.org curriculum in 2011 for grades K-8. This curriculum satisfies all criteria for E-Rate compliance and is aligned to national standards for ISTE (International Society for Technology in Education), AASL (American Association of School Librarians), and the ELA (English Language Arts) Common Core. In grades 9-12, there are weekly meets for the student body focused on the use of technology and the proper use of online resources. The students in 9-12 along with their parents receive a yearly CIPA seminar in

conjunction with the district's laptop rollout where students and parents can ask questions and received information on best practices.

BUS REGULATIONS

TO: THE PARENTS OF TRANSPORTED PUPILS

By the authority of the Board of Education of the Deuel School District, your child is entitled to ride the school bus provided that he or she adheres to the safety rules. In the interest of safety for all pupils riding the Deuel school buses, a pupil will be reported in writing to the principal for continued and/or willful disobedience of the below safety regulations and may be suspended from riding the bus for a period of time to be determined by the administration.

During inclement weather, it is the responsibility of you, the parent, to see that your child is properly clothed to withstand the weather conditions in case of mechanical problems with the bus.

The basic responsibilities of your child while riding the Deuel School District bus include all of the following:

1. Obey the bus driver cheerfully. (He or she is responsible for your child's safety and must be obeyed.)
2. Pupils are not allowed to:
   A. Bring candy or food items on the bus except lunches.
   B. Put arms, heads, or legs out of the window.
   C. Use any abusive or profane language.
   D. Throw any objects from the bus windows.
   E. Leave their seats while the bus is in motion.
   F. Strike, push, or otherwise abuse another pupil while riding the bus.
   G. Be excessively noisy while riding the bus.
   H. Push while standing in line to board the bus.
   I. Board or leave the bus except at their regularly scheduled bus stop without written permission from the parent.
3. No pupils will be allowed to ride the school bus unless they are registered to that particular bus unless permission has been granted by the administration.
4. Pupils are expected to enter and leave the bus in an orderly fashion.
5. Pupils are to be absolutely silent while the bus is approaching and proceeding across any railroad crossing.
6. If it is necessary to cross the road after leaving the bus, pupils are to cross ten feet in front of the bus after receiving a clear signal from the driver and all approaching traffic has stopped.
7. Pupils are to report promptly to their principal when instructed to do so by their driver.
8. Pupils shall observe classroom conduct while riding the school bus. (TREAT BUS EQUIPMENT AS YOU WOULD VALUABLE FURNITURE IN YOUR OWN HOME.) Damage to seats, windows, etc. must be paid for by the offender.

Consequences for bus infractions:

1. The first reported incident from the bus driver, transportation manager, or the principal will result in a call from the principal referring to the infraction. A verbal warning will be given.
2. The second reported incident will result in the loss of bus privileges for 5 days. The principal will contact the student and the parents/guardians.
3. The third reported incident will result in the loss of bus privileges for the remainder of the school year. The principal will again make contact to the student and the parent/guardian.

SCHOOL BUS CHANGES OR CHANGES TO AFTER SCHOOL PLANS

As part of our commitment to ensuring the safety and well-being of all students, it is essential for us to be informed of any alterations to your child's usual after-school routine. Whether your child is attending an extracurricular activity, going home with a friend, or being picked up by a different caregiver, timely communication is crucial.

We kindly request that all changes to after-school plans be communicated to the school office no later than 2:00 p.m. on the day of the change. This allows us sufficient time to update our records, inform teachers, and ensure that your child is directed to the correct destination at the end of the school day.
Failure to notify us or late notifications of after-school changes may result in confusion for your child and delays in their departure from school. Additionally, it may pose challenges for our staff in ensuring the safety and security of all students.

To notify us of any changes to your child's after-school arrangements, please contact the school office at 605-874-2161. Sending a remind message to your child's teacher by 2pm would likely be the most effective form of communication.

Parental Notification
School Health Assessments 2026-2027

From time to time during the year, health screening may be provided through a contract with the South Dakota Department of Health (DOH), which is subject to the rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA). HIPAA requires that the DOH provide access to our Notices of Privacy Practices. You may view the DOH notice on our website at https://doh.sd.gov/documents/HIPAANotice.pdf
or request a printed copy by contacting us at 1-800-305-3064.

Screenings that will be provided during the **2026-2027** school year include:

- Vision Screening for students in Grades _Kindergarten, 1st, 3rd, 5th, 7th, 8th, 11th
- Hearing Screening for students in Grades Kindergarten, 1st, 2nd, 3rd, 7th, 11th
- Physical Assessments for students in Grades _Kindergarten and 5th____
- Scoliosis Screening for girls in Grades _n/a_____
- Scoliosis Screening for boys in Grades _n/a_____

Abnormal curvature of the spine is usually first noticed at the beginning of the adolescent growth spurt. Often early detection and appropriate treatment can prevent progression. The screening procedure takes about 30 seconds and does require the student to remove his/her shirt or blouse in order that the spine can be visually observed by the Community Health Nurse.

A child **not** included in the grades/service listed above can be screened with the written consent of the parent/legal guardian.

Parents will be notified of any concerns identified during the health screenings so their child can be further evaluated by the provider of the parent's choice.

When a vision or hearing screening indicates additional testing is needed, the nurse can discuss with school personnel the possible accommodations in the classroom that can be made for the benefit of the child.

If you agree to your child's participation as indicated above, there is no need to sign or return this form to the school.

To Decline Services

_____ I agree to have my child participating in health screening, but do **NOT** want an abnormal hearing or vision screening result to be shared with school personnel

_____ I decline to have my child participate in school health screening

(Printed name of student)_____ (Printed name of parent)_____

_____
(Parent Signature)

Permission to Publish

I give permission for my photograph, picture and/or projects to be published on the website, around the community or in the classroom. I understand that my name will not be used with the published photograph, picture or project. This will help ensure my privacy.

☐ - Yes, I give permission to the school to publish photographs, pictures, and/or projects

- No, I do not give permission to publish photographs, pictures and/or projects

☐

_____	_____
Student's Printed Signature (full name)	Parent's Signature
_____	_____
Student's Teacher's Name and Grade	Date

Deuel School District 19-4
Child Nutrition Prime Vendor Contract

This agreement is entered into this 8th day of June, 2026, by and between Performance Foodservice ("Prime Vendor") and the Deuel School District ("The District").

1. **Scope of Services**

   Prime Vendor shall receive, handle, store and deliver commodities to all The District schools as specifically set forth in the Request for Proposal for Prime Vendor ("RFP"), and Prime Vendor's Response to the RFP for Prime Vendor, which are herein expressly incorporated by reference to this contract.

   Prime Vendor shall use its best efforts to perform all tasks and achieve the objectives set forth in the scope of services.

   Prime Vendor shall provide, at its own expense, all personnel required in performing the services under this contract.

2. **Term**

   This contract shall be in effect from August 1, 2026, through July 31, 2027. The contract may be extended for up to four one-year periods upon mutual consent of both parties. Should, during the term of this contract, one of the named districts in the Request for Proposal for Prime Vendor cancel said contract, Prime Vendor would be allowed to renegotiate the contract with the remaining districts.

   No work shall commence before a Prime Vendor receives a fully executed contract and has been given approval to proceed. Any work performed by the Prime Vendor prior to obtaining a fully executed contract with approval to proceed shall not be compensated pursuant to this contract. Any continuation of the contract beyond this term must be set forth in writing and signed by the original signatories to the contract.

3. **Pricing Method**

   a. **Proposal Pricing**

      Prime Vendor shall ensure that The District receives the best possible delivered price for all goods covered by this contract. The District acknowledges that product prices for items listed in "Market Basket" may fluctuate as market determines to give best pricing possible for the school district." The "Market Basket" method shall be used for all items in the product list. All other items shall employ the Cost plus Fixed Fee method of pricing. Fixed Fee will be held for the entire length of the one year contract. Cost plus Fixed Fee will be $3.30 per case.

      Cost is defined below:

      Cost is derived from the most recent invoice cost to the Prime Vendor distribution center of such product, including any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to Prime Vendor's distribution center, plus storage and handling charges associated with forward purchases, if any. Cash discounts are at the discretion of Prime Vendor and do

not reduce the cost of products. When a vendor does not extend a cash discount, a two percent (2%) cash equalization factor is taken in order to establish Prime Vendor's invoice cost. The cost of all products sold hereunder will be determined by Prime Vendor, and such determination shall be conclusive and binding for all purposes. Prime Vendor provides an array of services for supplier of national, regional, local and Prime Vendor brands beyond typical procurement activities. These value added services including consolidated warehousing, merchandising activities, quality assurance, Prime Vendor brand development, performance based product marketing, and freight management. Prime Vendor recovers the cost of these services through earned income. The District acknowledges and agrees that such earned income does not reduce the cost basis of the product nor does it impact Prime Vendor's ability to deliver products at a competitive price.

b. **Acts of God Clause**

If a guaranteed delivered item price increases due to an Act of God, Prime Vendor will review the pricing adjustment options at that time. If a compromise cannot be made, the school may go back out to bid on the item(s) in question.

c. **Net Off Invoice (NOI) Items**

If NOI is applicable, the District will notify Prime Vendor of any items they are intending on purchasing with the NOI program before the initial order. This insures the item will be set up to process the NOI discount (PTV). In the case of manufacturer shorts on NOI items, Prime Vendor will find a replacement item to fulfill the order, but this item may not be NOI – eligible. Prime Vendor is not responsible for the price difference due to the lack of a NOI discount (PTV).

d. **Fixed Fee per Case**

Category	Fixed Fee per Case
Produce	$3.30
Protein (Beef, Pork, Poultry & Seafood)	$3.30
Dairy/Non-Dairy	$3.30
Frozen Foods	$3.30
Refrigerated Foods	$3.30
Dry Grocery	$3.30
Non-Foods	$3.30

4. **<u>Recordkeeping</u>**

Books and records of The District's purchases shall be made available, upon demand, in an easily accessible manner for a period of three years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by The District, state and federal representatives and auditors.

5. **Auditing Rights**

The District reserves the right to conduct quarterly audits to ensure that The District receives the best possible Net Delivered Price for all goods covered by this contract. Distributor shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. Failure to audit in a particular quarter relieves Prime Vendor of its obligations relating to The District's audit rights.

The Distributor shall furnish computer verification of costs for line items to be price verified. The Distributor shall be notified of the date and time of the price verification ten business days in advance. The District will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10% were found, a complete market basket audit could be performed.

The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

6. **Food Laws**

Distributor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities.

Upon request from The District, Distributor shall provide:

- Letter of guarantee of compliance with food laws.
- Latest facility inspection forms and comments from applicable federal, state and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

7. **Insurance**

Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

Distributor shall provide certificates of insurance. Should any required insurance be canceled before the expiration date, the issuing company will provide a written 30 day notice, by mail, to The District.

8. **Taxes**

The District is a tax exempt, non-profit organization and will provide Tax ID upon request.

9. **Buy American**

Schools participating in the National School Lunch Program are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the

United States substantially (at least 51 percent) using agricultural commodities produced in the United States.

10. **Certification Regarding Debarment or Suspension**

The Distributor certifies that neither the Distributor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor specifically covenants that neither the Distributor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

11. **Lobbying**

If the negotiated agreement exceeds $100,000, Distributor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.

If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewal(s).

12. **Other Federally Required Contractual Provisions**

If the contract exceeds $2,500, Distributor is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented.

If the contract exceeds $10,000, Distributor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60). If the contract exceeds $100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Distributor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

13. **Force Majeure**

The District will not be liable to pay contractor for any work that the contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond The District’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

14. **Indemnity**

To the fullest extent permitted by law, the Prime Vendor agrees to indemnify, defend and hold harmless, The District, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional or negligent acts or omissions of the Prime Vendor, or its agents which may arise out of or are connected with the activities covered by this contract.

In accordance with applicable laws, The District shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of The District's negligence for acts, policies, or directives that affect the activities covered by this contract.

15. **Integration/Severability**

This contract and its exhibits and addenda, if any, constitute the entire contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and contracts among the parties concerning the subject matter hereof. No amendment or modification of any provision of this contract shall be effective unless the same shall be in writing and signed by both parties.

16. **Termination of Agreement**

In the event the Distributor defaults in any of the terms of this contract, and such default is not resolved within thirty (30) days after written notice of default, The District will have the right to terminate this contract. In addition, The District shall have the right to terminate this contract for any reason on written notice to Distributor given at least sixty (60) days before such termination.

The validity, construction, enforcement and effect of this contract shall be governed solely by the laws of the state of South Dakota. The state courts of South Dakota shall be the sole forum for all disputes arising of this contract.

IN WITNESS WHEREOF, the parties here to have executed this contract on the day, month and year first above written.

Prime Vendor (Performance Foodservice)

Vendor Signature:

_____

Print Name:

_____

Date: _____

Address: _____

_____

Phone Number: _____

Deuel School District

Authorized Signature:

_____

Print Name:

_____

Date: _____

2026-2027 Summary of MS/HS Handbook Changes

1. **Valedictorian – this change is for 1 year only and is due to the unintended impact weighing dual credits had on our students who take more than 6 credits per year (higher-level math students, students who took Physics in 25-26, and students in music).**

The senior student with the highest cumulative GPA and has followed the coursework that would qualify them for the Opportunity Scholarship throughout their high school career will be chosen as valedictorian. In the event of a tie in GPA, the student with the highest ACT composite score will be chosen as valedictorian. Note – for the 2026-2027 school year only, all students above a 4.0 GPA will be considered for valedictorian.

2. **Grading Scale Update – this change reverses the weighting of dual credits**

To maintain an equitable reporting system, it is essential that teachers at all levels use a similar grading scale. The following scale shall be used for determining grades on a percentage basis:

Letter Grade	Percent	GPA Point	~~Dual Credit / AP GPA Point~~
A+	99.5	4.0	~~4.2~~
A	93.5	4.0	
A-	91.5	3.67	
B+	89.5	3.33	~~3.15~~
B	84.5	3.0	
B-	82.5	2.67	
C+	80.5	2.33	~~2.1~~
C	75.5	2.0	
C-	73.5	1.67	
D+	71.5	1.33	~~1.05~~
D	66.5	1.0	
D-	64.5	.067	
F	64 & Under	0.00	~~0.00~~

Dual credit classes are assigned letter grades according to the institution's grading policy. Dual credit courses and in-house courses are weighted equally. ~~at 1.05%.~~

3. Distance Learning Policy (HS) – this clarifies that Deuel does not offer the ability to graduate with a Deuel diploma utilizing online options.

Distance Learning is a means for school districts to provide courses that normally would not be offered because of low enrollment or other constraints. These course options are meant to supplement, not replace, the course options available to students. Deuel does not have a full-time distance learning option.

4. Late Work Policy/Best Practices Procedure (MS/HS) – changes recommended by staff due to current practices in the classroom

The policy will operate under the following premises:

- ~~All assignments~~ It is expected that all assignments will be completed in a timely manner.
- Deadlines set by the teacher will ~~have to~~ be met to avoid a grade deduction. ~~Assignments not turned in by the deadline and turned in the following week will receive a 50% reduction in grade. No credit will be given to assignments turned in after the conclusion of the chapter/unit.~~ There is no guarantee of credit awarded in assignments turned in after the conclusion of the chapter/unit.
- Parent contacts may be made when students have a D or F as a standing grade (MS and HS). A standing grade is defined as one that remains the same for 2 or more weeks.
- ~~Parents will be contacted with weekly emails explaining student/teacher pace (MS).~~
- Parents and students may check grades at any time in Campus using the Parent/Student portals and may check each teacher's Planbook for class pacing.
- Teachers will keep grades updated in Campus at a minimum of every two weeks, with the exception of units (i.e. research paper, etc.), that encompass more time without daily work due.

5. Attendance and Attendance Policy (MS/HS) – reworded based on how parents are contacting the school, corrected a typo

Regular attendance is essential to a student's success in school. Scholastic achievement is often directly related to attendance, so it is vital that students attend regularly. South

Dakota Law gives the responsibility for regular attendance to students and parents. Parental support of regular attendance is expected.

Parents are asked to ~~call~~ contact the school before 9:00 am each day that a student is absent. If parents do not call, text, or email, the school will attempt to contact the parent. If the school cannot reach the parent during the day of absence, the absence will be unexcused. Students who arrive at class fifteen or more minutes ~~last~~ late will be counted absent unexcused for that class period. Parents who are taking their child on an extended trip must call before leaving to excuse their child for the duration of the trip. Students must check out at the MS/HS principal's office when leaving during the day or the absence will be unexcused.

Completion of missed work is the responsibility of the student. The student will have two full days for each full day of excused absence, maximum of six full days, to complete work missed unless arrangements have been made with the individual classroom instructor. Please note that Fridays count as one of the six days, providing staff are in session. Should the pattern of attendance persist, the District may choose to remove credit for those classes.

6. Temporary Exclusion Recommendations for Illness in the School Setting (MS/HS) – HEAD LICE, bullet point ii./v. – Change due to the district website no longer having a section on head lice (because it is listed in the handbooks)

Parent/guardian should be informed of the findings either by phone or note. Information on head lice and treatment should be provided to the parent/guardian. It is expected that parent/guardian will treat the child before sending them back to school. ~~Head Lice Information can be found on the District website under Health Services.~~

7. Progressive Discipline Chart - clarified cell phone violation consequences, added misuse of pass

Class 1 – Attendance (Per Quarter)	1st Offense	2nd Offense	3rd Offense	Habitual Disobedience
Tardy to School or Class	Warning and Recorded	Warning and Recorded	Detention and/or Parent Contact	Detention and/or ISS (1 Day) and Parent Contact
Leaving the building w/o permission, misuse of hall pass or study hall pass	Detention and parent contact	Detention, parent contact and revocation of pass privilege	ISS, parent contact, revocation of pass privilege	Will be escorted by a staff member if student needs to leave classroom.

Skipping Detention	1 Additional Detention	2 Additional Detentions	ISS (1 Day)	ISS (2 – 5 Day)
Class 2 – Behavior (per year)	1st Offense	2nd Offense	3rd Offense	Habitual Disobedience
Cell Phone/Electronic Device Violation	Confiscated by staff (picked up in classroom/office at the end of the day)	Confiscated by staff and brought to office (picked up in office at the end of the day), Detention	Confiscated by staff and brought to office (held in office until a parent/guardian picks it up), Detention x2	ISS (1 Day)

8. Electronic Communication Devices (MS/HS) – a more strict cell phone policy that encompasses the entire period rather than allowing students to have their phones during work time if the teachers choose.

~~All electronic communication device policies are handled by the classroom teacher, and individual classroom rules will apply.~~ Students are expected to turn their cell phones and other wearable devices (smart watches, airpods, etc.) into the classroom caddies at the beginning of every period, and devices are expected to remain in the caddies until the bell rings signaling the end of that class period (this includes study halls). Students are only allowed to use personal electronic communication devices in the hallways and during lunch periods. Phones and other wearable devices will remain in the classroom if a student utilizes a pass during class time. Repeat offenders may be subject to grade deductions, detention, and possible in-school suspension. ~~Students are allowed to use electronic communication devices in the hallways and during lunch periods.~~ Students who use their electronic communication devices improperly are subject to having them confiscated by teachers and/or administration as well as being assigned a consequence for repeated offenses. The use of "burner phones" or placing a "dummy device" into the caddies will result in consequences according to the progressive discipline chart.

Note – students who utilize music during worktime are expected to use their Chromebook with wired headphones.

9. Cheating or Plagiarism (MS/HS) – provides clarification, including what happens to students who share their work to help others cheat

Cheating or plagiarism will not be tolerated at the Middle or High school levels. Any student caught cheating or plagiarizing on a test or an assignment by a staff member will receive a zero for that test or assignment. Students suspected of cheating based on

eyewitness reports by peers will be investigated and may receive a zero for that test or assignment with the option to retake under close supervision. In addition to the zero score, students in possession of materials belonging to the teacher, the school, or another student, without the permission of those agents will be disciplined according to the discipline policy. This policy includes students who help other students by sharing materials or information regarding tests or assignments. The use of Artificial Intelligence (AI) tools in completing assignments or tests may result in receiving a zero for that assignment or test.

10. Driving Motor Vehicles (MS/HS) – clarification

Students who drive regularly to school are to park in the south parking lot of the school. Only Seniors with privileges are allowed to park on the north side of the school. Students will not be permitted to use cars during the school day or noon hour, unless they secure permission from the administration. If permission to drive is not secured from the administration, it will be considered as skipping school. The administration will use their discretion for punishment. The purpose of this regulation is to promote safety and to protect both parents and students. The east side of the Clear Lake Methodist Church and the Courthouse parking area is not to be used by students. Violators may be given a ticket. Please cooperate with the county officials accordingly. Reminder, vehicles on school property and surrounding area may be subject to random searches. Illegal substances/items of any kind are not permitted on school grounds, including but not limited to tobacco, alcohol, weapons and/or munitions, and drugs.

11. Athletics/Activities (MS/HS) - clarification

Local Requirements:
All participants in extra-curricular activities must maintain passing grades in all areas, including dual credits. Grades will be reviewed at the start of each week beginning in the third week of the semester. Any student that receives a failing grade at a grade check will be notified and become ineligible starting that Monday and will remain ineligible for the period of one week (until the next grade check). If a student is passing all classes at the next immediate grade check, they will become eligible the following Monday for activities. The report for grades is pulled at 8 am Monday mornings.

Students enrolled in customized or self-paced classes (including dual credits) will be expected to maintain a pace in which they can complete the course within the scheduled time frame of the course (i.e. semester or year). Students who are more than two weeks behind the established (teacher) pace will receive an incomplete for a class during a grade check period. A student receiving an incomplete will be ineligible until a passing grade is reported to the office by the instructor of the class. Once a passing grade has been reported to the office, the student will become eligible. Dual credit students are required to share their grade in a weekly grade check by the end of 4th period every Monday.

12. Dual Athletic Participation Guidelines (MS/HS) – reworded to help enforce; rosters for events are not always sent out in time to enforce at the office level.

1. Athletic Rules – **Participation in two sports during the same season is highly discouraged and requires a meeting and written agreement from coaches involved, parents, and Athletic Director.**

~~*****A student will be allowed to miss a maximum of two school days during an academic week.**~~

*****Coaches/advisors and the athletes/activities members who participate in multiple activities or teams are encouraged to communicate across their activities to ensure that students only miss up to a maximum of two school days during an academic week. While it is encouraged that students take advantage of opportunities presented, it is also important to remember the first role is as a student.**

13. Absence the day of an activity or activity practice – reworded to emphasize the expectation as well clarification on communication with coaches.

6. Absence day of an activity or activity practice
    a. ~~All participants of extra-curricular activities must be here at least half of the day (any combination of 4 class periods of the school day constitutes a half day) of an activity unless prior approval is obtained from the principal.~~ All participants of extra-curricular activities are expected to be in attendance for at least half of the day (any combination of 4 class

periods constitutes a half day) to participate. Parents are strongly discouraged from excusing students from attending school on days during which a student has a practice or contest schedules. The high school office will communicate directly with coaches any students who do not meet this threshold.

14. Study Halls (HS)/Learning Labs (MS) – provides clarification on students being able to leave one study hall to work in another.

Students who choose not to participate in band or chorus will have study halls (HS) or learning labs (MS) throughout their day. ~~Students will have the opportunity to have a study hall or learning lab the last period of their day if they are not in band or chorus.~~ Students should stay in the school building that period unless they have an appointment or valid reason for being absent. Students wishing to leave their study hall to work with a different teacher (for more than the time it would take to ask a question) must obtain a pink pass from that teacher ahead of time and must report back to their original study hall teacher prior to the end of the period. Students who abuse this will lose the privilege of leaving study halls to work with teachers.

15. Passes (MS/HS) – reinforced study hall passes.

Students are expected to stay in the classroom during class periods unless they are accompanied by a teacher or have a hall pass from a staff member. Students are responsible for obtaining the written pass. Teachers should not permit students to leave their classes without issuing them this pass. The teacher signing the pass is assuming responsibility for the student until the student returns.
Passes will be the following types:

1. Passes for less than a full period to a specific area
2. Passes to leave the school grounds will be issued ONLY by the principal's office
3. All students with passes must turn them back in before the end of the period and check back into the classroom.
4. Passes to the offices may be granted by the teacher if there is a good reason for doing so. Students should use this pass and all others responsibly.
5. Study hall passes may be granted by the teacher requesting the student for that period. Students should return to their original study hall by the end of the period.

16. Dances – added prom specific items based on situations from this year

k. Prom specific items:
    a. See section c for out-of-town guest information
    b. Prom is open to juniors and seniors in good standing. Underclassmen are permitted to attend if invited by a junior and senior and must agree to follow the expectations that come with a formal grand march and dance designed for upperclassmen.
    c. Members of the junior class are expected to participate in the fundraisers for prom in order to participate in prom (Post-prom is parent driven and utilizes different fundraisers)

17. School Discontinuance Due to Weather – took out website; we only use messenger and Facebook

Procedures will be as follows:

1. Schools will close. No classes will be held.
    a. An ITC notify statement will be sent to all district stakeholders. This will be delivers in a text message for, phone call or an e-mail.
    b. Post will be created on the school ~~website and~~ Facebook page.
    c. Announcements will be made on the major network television affiliates prior to schools being closed.
    d. Students shall not report to school.

18. Bring Your Own Device – clarified expectation of personal device use in the event that students need certain specifications for dual credit exams.

Students bringing personal devices to school may or may not be allowed on the District's network. Students that bring personal devices to school are not allowed to have Mobile Hotspots. Students who need to use their personal devices for Dual Credit courses are only to use their personal device for that course (typically, personal devices are only needed for certain secure lockdown browsers); they are required to use their district issued Chromebook for all other courses.

Deuel School District

Premium Comparison

Coverages	2025-2026 Limit/ Exposure	2025-2026 Expiring Premium	2026-2027 Limit/ Exposure	2026-2027 Renewal Premium
Policy Period:	7/1/25-26		7/1/26-27	
Carrier Name:	Wright Specialty		Wright Specialty	
PROPERTY		$93,227		$104,589
Blanket Building & Business Personal Property	$54,192,318		$55,818,089	
Loss of Income / Extra Expense	$250,000		$250,000	
Waiting Period	72 hours		72 hours	
Equipment Breakdown	$54,192,318		$55,818,089	
Deductible - All Other Peril	$10,000		$10,000	
Deductible - Wind/Hail Per Building	1%		1%	
Roof Surface Limitation (Cosmetic Damage Exclusion)	Yes		Yes	
Actual Cash Value Roof Surface Valuation	Yes*see below/form		Yes*see below/form	
Property Off Premises/Transit	$100,000		$100,000	
Electronic Data Processing/Software	Incl in BPP		Incl in BPP	
GENERAL LIABILITY		$7,869		$9,379
Aggregate Limit	$3,000,000		$3,000,000	
Occurrence Limit	$1,000,000		$1,000,000	
Professional Healthcare Liability	Incl		Incl	
Crisis Incident & Violent Event Coverage	$300,000		$300,000	
Employee Benefits Liability				
Aggregate Limit	$2,000,000		$2,000,000	
Each Employee Limit	$1,000,000		$1,000,000	
Deductible	$0		$0	
Retro Date	7/1/2019		7/1/2019	
Abuse or Molestation Liability				
Aggregate Limit	$2,000,000		$2,000,000	
Each Act Limit	$1,000,000		$1,000,000	
EDUCATORS LEGAL LIABILITY		$9,062		$9,063
Aggregate Limit	$3,000,000		$3,000,000	
Each Act Limit	$1,000,000		$1,000,000	
Deductible	$5,000		$5,000	
Retro Date	7/1/2002		7/1/2002	
Employment Acts Coverage	Included		Included	
CRIME		$301		$301
Employee Theft (per loss)	$50,000		$50,000	
Forgery or Alteration	$50,000		$50,000	
Money & Securities	$50,000		$50,000	
Computer Fraud & Funds Transfer Fraud	$50,000		$50,000	
Money Orders or Fraudulent Impersonation	$25,000		$25,000	
Deductible	$1,000		$1,000	
Faithful Performance of Duty Coverage	Incl		Incl	
COMMERCIAL AUTO		$14,872		$15,604
Liability Limit (Symb 1)	$1,000,000		$1,000,000	
# of Power Units	23		23	
# of Trailers	1		1	
Comp/Collision Deductible - School Buses	$2,000/$2,000		$2,000/$2,000	
Comp/Collision Deductible - All other units	$1,000/$1,000		$1,000/$1,000	
Hired Physical Damage	$75,000		$75,000	
Comprehensive Deductible	$100		$100	
Collision Deductible	$500		$500	
Automobile Extension Endorsement	Incl		Incl	

Coverages	2025-2026 Limit/ Exposure	2025-2026 Expiring Premium	2026-2027 Limit/ Exposure	2026-2027 Renewal Premium
UMBRELLA/EXCESS		$5,596		$6,734
Aggregate Limit	$4,000,000		$4,000,000	
Occurrence Limit	$4,000,000		$4,000,000	
Retention	$0		$0	
PACKAGE PREMIUM	$130,927		$145,670	
CYBER LIABILITY		$3,670		$2,320
Carrier Name:	Beazley	*Admitted	Beazley	*Admitted
Aggregate Limit	$1,000,000		$1,000,000	
Additional Breach Response Limit	$1,000,000		$1,000,000	
Business Interruption Loss	$1,000,000		$1,000,000	
Dependent Business Loss	$1,000,000		$1,000,000	
Cyber Extortion	$1,000,000		$1,000,000	
Regulatory Fines	$1,000,000		$1,000,000	
eCrime	$250,000		$250,000	
Retention	$2,500		$2,500	
Waiting Period	8 Hours		8 Hours	
Retro Date	Full Unknown Prior Acts		Full Unknown Prior Acts	
Total		$134,597		$147,990

Payment Plan(s):

All policies: Agency Billed - Annual Installments

Terms and Conditions:

~Wind/Hail deductible increased to 1% per building at the 7/1/25 renewal
~Roof Surface Limitation (cosmetic damage exclusion) was applied at the 2025 renewal
~Actual Cash Value Roof Surface Valuation was applied at the 2025 renewal - varies by construction type
~Comprehensive and Collision deductibles on buses increased to $2,000/$2,000 at the 7/1/25 renewal

Optional Quotes	Accept	Reject
Wind/Hail Deductible Buy Down Option Separate policy would be issued to buy down the WSI 1% wind/hail deductible. Fully earned premium; non-refundable. Agency billed, annual installment. Copy of full proposal available upon request. Non-admitted carrier. Covered Locations: 410 5th St W. Property in the open is not covered. $100,000 each & every occurrence with a maximum amount payable of $412,425. Quoted annual premium - $18,793.79 (includes taxes & fees).		

Binding Subjectives:

~Signed Statement of Values required for issuance - see attached

Client Authorization to Bind Coverage

After careful review of your proposal, we accept the insurance program as outlined, subject to the Accepted quotes above.

Insured Signature _____ Date _____

Date Prepared: 05/28/2026

Note: This summary is for illustration purposes and is only a brief outline of coverage's. Please refer to your insurance policy(ies) for all coverage, rates, terms, conditions and exclusions. Also, this summary does not amend or alter the insurance contract. This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Important Disclosures

Surplus Lines / Non-Admitted Carriers

The proposal being presented to you contains one or more coverages which are being underwritten by an insurer which is Non-Admitted in your state but is a Surplus Lines carrier. Premium taxes and fees are additional amounts payable that are over and above the premium for the policy.

In the United States, states have the authority to regulate insurance companies and have controlled insurance mainly through their licensing powers. The license is a document that indicates an insurer has met the minimum requirements established by state statute and is authorized to engage in the lines of business for which it has applied. A surplus lines insurer is a company that underwrites risks for which insurance coverage generally is not available through a company licensed in the insured's state (an admitted insurer). This business, therefore, is placed with a non-admitted insurer. A non-admitted insurer is not licensed in the state but allowed to operate in accordance with excess or surplus lines provisions of state insurance laws.

The importance of a company being licensed in a particular state also determines the protection afforded a policyholder by the state's Insurance Guaranty Fund laws and regulations regarding non-renewals and premium increases that generally apply only to licensed insurers. The Guaranty Fund may provide additional financial protections in the event a licensed/admitted carrier becomes bankrupt.

Coverage	Insurer
Wind/Hail Deductible Buyback	Underwriters at Lloyd's of London

The undersigned insured hereby acknowledges:

A. I understand that the insurance coverage provided by the insurer named above is written by a non-admitted insurer for the state of South Dakota. I further understand that no state Insurance Guaranty Fund/Association protection exists in the event of the insolvency of this non-admitted insurer.

B. After understanding the advantages and disadvantages of securing insurance coverage through this insurer, I, with full knowledge and consent, do hereby authorize and request coverage with the insurer.

Signature: _____ Date: _____

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates . In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

Wholesalers and Managing General Agents (MGAs) offer products and solutions that Marsh & McLennan Agency LLC (MMA) as a retail agent and broker cannot access or offer directly to its clients. Some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers.

MMA receives compensation through one or a combination of the following methods:

- Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- Client Fees – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker for some transactions (which may include MMA's retail broking operations). In these placements, MMA is engaged by a retail broker that has the direct relationship with the insured. MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail broker does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- In addition, some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers. Like other MGA's and wholesalers, our affiliates may also be compensated by commissions received from insurers. These commissions are separate and apart from any commissions received by MMA. When MMA places business through affiliated wholesalers, the insurer pays a commission that may be divided between our affiliated wholesaler and MMA. Compensation earned by wholesalers may be shared with MMA as described in the Contingent and Supplemental Commissions sections above.

- Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events

with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you with additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

Unless otherwise provided for in our agreement with you, MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

NEW!

Policy IGBI: ASSIGNMENT TO ALTERNATIVE SETTING

Status: ADOPTED

Original Adopted Date: 06/08/2026 | **Last Reviewed Date:** 06/08/2026

The Board or its designee may assign a student to an alternative setting to receive instruction when that student has displayed aggressive or violent behavior that disrupts the school or affects a health or safety factor of the school. This option may be utilized only when the school board or its designee determines the district's student discipline policies do not provide a sufficient option based on the student's actions and education needs. The assignment to such alternative setting may not limit open enrollment options or conflict with any IDEA or Section 504 provisions.

NEW!

Policy IGA: BASIC INSTRUCTIONAL PROGRAM

Status: ADOPTED

Original Adopted Date: 06/08/2026 | **Last Reviewed Date:** 06/08/2026

The District shall provide instruction in conformity to the accreditation standards adopted by the South Dakota Board of Education Standards. Instruction shall be such that it promotes a mastery of the English language in oral and written communications. There shall also be regular courses of instruction in the Constitutions of the United States and the State of South Dakota.

Character development instruction shall be given to impress upon the minds of the students the importance of citizenship, patriotism, honesty, self-discipline, self-respect, sexual abstinence, respect for the contributions of minority and ethnic groups to the heritage of South Dakota, regard for the elderly, respect for authority.

Instruction in prenatal human growth and development shall be provided as part of the health or science curriculum, using resources recommended by the South Dakota Board of Education Standards.

The District shall incorporate within the curriculum those necessary CPR skills and utilize the resources and training available to assist school as identified by the Secretary of Education.

To provide the required cardiopulmonary resuscitation (CPR) skills instruction, the District shall use either of the following:

1. An instructional program developed by the American Heart Association or the American Red Cross; or
2. An instructional program that is nationally recognized and based on the most current American Heart Association guidelines for CPR and emergency cardiovascular care.

The use of hands-on practicing to support cognitive learning in order to perform hands-only CPR and in the use of an AED shall be incorporated into the instruction.

A certified teacher is not required to be an authorized CPR or AED instructor to facilitate, provide, or oversee the CPR instruction. However, any CPR course that results in the students earning a CPR course completion card shall be taught by an authorized CPR or AED instructor.

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

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Amend!

Policy EFB: FREE AND REDUCED PRICE FOOD SERVICES

Status: ADOPTED

Original Adopted Date: 01/01/2007 | **Last Revised Date:** 05/14/2026 | **Last Reviewed Date:** 05/14/2026

The District will take part, as feasible, in the National School Lunch Program and other food programs that may become available to see that all children in the District receive proper nourishment.

As required by law and regulations of the State, the Board will offer free and reduced price lunches and free milk to those qualifying children. If a student is eligible for free or reduced priced meals, no charge will be imposed upon the student for any meals served by the district through the National School Lunch Program or the School Breakfast Program. In accordance with the guidelines for participation in these programs and the wishes of the Board, no child who a teacher believes is improperly nourished will be denied a free lunch, breakfast, milk, or other food simply because proper application has not been received from his parents or guardian.

The Superintendent will establish regulations that conform with requirements for participation in programs for free and reduced price meals and supplementary food. Such regulations will be reported to the Board as needed for its approval.

All financial records of these programs will be kept in a separate account by the treasurer.

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

Amend!

Policy FC: FACILITIES CAPITALIZATION PROGRAM

Status: ADOPTED

Original Adopted Date: 01/01/2007 | **Last Revised Date:** 05/14/2026 | **Last Reviewed Date:** 05/14/2026

To finance the facilities program, the Board, as established by law, may at its discretion authorize an annual tax levy not to exceed 3 dollars per thousand dollars on the taxable valuation of the district for the capital outlay fund. The Board may also issue and sell capital outlay certificates. Money received from the sale of these certificates will also be placed in the capital outlay fund.

Approval to enter into an agreement or issue capital outlay certificates is subject to a referendum, with an election for that purpose to be held on:

- The first Tuesday after the first Monday in March;
- The first Tuesday after the first Monday in June; or
- The first Tuesday after the first Monday in November.

The board may expend money from the capital outlay fund on expenditures for the purchase of land; improvement of grounds; construction of, additions to and remodeling of facilities; or for the purchase of equipment. It may also be used for installment or lease-purchase payments for the purchase of real property, plant or equipment, where the installment or lease purchase contract does not exceed 20 years, for payment of premium for property insurance policy held by the district, and for the payment of the principal and interest of capital outlay certificates. When used for the purchase of capital outlay certificates and the payment of installment or lease-purchase contracts, the total accumulated unpaid principal balances cannot exceed three percent of the taxable valuation. The district may expend from the capital outlay fund up to fifteen percent of a transportation contract if the district contracts for student transportation, or up to fifteen percent of the amount required to reimburse mileage costs if the district reimburses for mileage in lieu of providing transportation. The capital outlay fund may be used to purchase textbooks and instructional software. The capital outlay fund may be used to purchase warranties on capital assets only if the warranties do not include supplies. Any purchase that does not exceed one thousand dollars may be paid out of the general fund.

Construction of new facilities, or of additions to facilities which will require advertising for bids, must have a public hearing at least 10 days prior to the advertisement of any contract specifications. Following this public hearing and approval of the Board, the district may use the capital outlay fund for payment of the new construction or addition, however, the district may not change the originally advertised use of the fund without holding another public hearing.

In accordance with law, the Board will develop and maintain a five-year plan on the annual projected revenues and expenditures for the capital outlay fund. The projected expenditures will itemize the projected costs for new or additional facilities.

Note: A school district may raise additional revenues for capital outlay fund purposes through the imposition of an excess tax levy under SDCL §§ 10-12-43 and 10-12-43.1

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Policy DIB: TYPES OF FUNDS

Status: ADOPTED

Original Adopted Date: 02/06/2023 | **Last Revised Date:** 06/08/2026 | **Last Reviewed Date:** 06/08/2026

School District revenue will be deposited in one of the funds authorized by law.

Sources for School District revenue:

- income from school property;
- borrowing through bonds, capital outlay certificates, or promissory notes;
- local property taxes;
- funds received from federal, state or other political subdivisions;
- funds received from individuals or organizations through paid admission or facility use;
- funds received from fines and penalties;
- other revenue sources (ie: wind tower)
- funds held in a trustee capacity for others; and
- funds received by the District from any other source.

The following are the primary funds of the School District:

- **General Fund** - The general fund is the fund to meet all the operational costs of the District, excluding capital outlay fund and special education fund expenditures, and to redeem all outstanding warrants against the general fund. The general fund may be used to purchase or lease computer hardware and software.

- **Capital Outlay Fund** -The capital outlay fund is used to pay for:

    - acquisition of land or facilities
    - construction of new facilities
    - additions to and remodeling of current facilities
    - improvement of grounds
    - purchase or lease of equipment
    - installment or lease-purchase payments for the purchase of real property facilities, or equipment, which have a contracted terminal date not exceeding twenty years from the date of the installment contract or lease-purchase
    - payment of premium for property insurance held by the district
    - payment of the principal of and interest on capital outlay certificates
    - purchase of textbooks
    - purchase or renewal of instructional software
    - purchase of warranties on capital assets if the warranties do not include supplies
    - busing contracts, not to exceed fifteen percent of the contract amount, if the District contracts for student transportation
    - mileage reimbursements, not to exceed fifteen percent of the reimbursement costs, if the District reimburses for mileage instead of providing transportation.

    Out of the total tax revenues deposited into the capital outlay fund during the current school fiscal year, the Board may transfer up to forty-five percent from the District's capital outlay fund to the District's general fund.

- **Special Education Fund** - The proceeds derived from the special education levy shall be placed in the special education fund and used to pay for the special education of children in need of special education or special education and related services. Money in the special education fund may be expended for the purchase or lease of any assistive technology that is directly related to special education and specified in a student's individualized education plan.

- **Impact Aid Fund** - Funds received from the federal government under the provisions of Title VIII of the Elementary and Secondary Education Act for basic support shall be deposited into the Title VIII of the Elementary and Secondary Education Act (Impact Aid) fund. Transfers shall be made to other District funds authorized by law, and made at the discretion of the Board.

- **Bond Redemption Funds** - Payment of interest and principal on all bonded indebtedness must be paid from bond redemption funds.

- **Enterprise Funds** – Funds from any activity for which a fee is charged are deposited into enterprise fund accounts. Examples of enterprise fund accounts are Food Service Fund, Daycare, Before and After School Programs, Preschool, and other non-credit activities for which students or parents pay a fee.

- **Fiduciary Funds** - Fiduciary fund accounts are used when the District holds funds in a trustee capacity for others. Examples include: Custodial funds (such as class, booster club and post prom accounts) and Private Purpose Trust Funds (such as scholarship funds).

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Amend

Policy JHG: REPORTING CHILD ABUSE

Status: ADOPTED

Original Adopted Date: 01/01/2007 | **Last Revised Date:** 05/14/2026 | **Last Reviewed Date:** 05/14/2026

The term, abused or neglected child, means a child:

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

Any teacher, other school employee, or coach of school activities, who suspects that a child under 18 years of age has been neglected or abused by a parent or other person, will report orally or in writing this information to the building Principal or Superintendent. The Principal or Superintendent shall immediately report this information to the state's attorney, the department of social services, or to local law enforcement. The reporting person who witnessed the disclosure or evidence of the abuse or neglect must be available to answer questions when the initial report is made. If the Principal or Superintendent does not confirm to the reporting person within 24 hours that the report has been submitted, the reporting person will report the information directly to the state's attorney, the department of social services, or to local law enforcement.

The report will contain the following information: name, address, and age of child; name and address of parent or caretaker; nature and extent of injuries or description of neglect; and any other information that might help establish the cause of injuries or condition.

Reporting persons will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the reporting person to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, but only to report suspicions of abuse or neglect.

Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting, or from any resulting judicial proceeding, even if the suspicion is proved to be unfounded.

Information or records concerning reports of suspected abuse or neglect are confidential. The release to persons other than those provided by law is a class one misdemeanor. Failure to make a report of abuse or neglect is a class one misdemeanor.

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Policy BDDC: AGENDA PREPARATION AND DISSEMINATION **Status:** ADOPTED

Original Adopted Date: 10/10/2022 | **Last Revised Date:** 06/08/2026 | **Last Reviewed Date:** 06/08/2026

The proposed agenda for all meetings of the Board will be prepared by the Superintendent in consultation with the Board President.

Items of business may be suggested by any Board member, staff member or citizen of the district. The proposed agenda items must be described in sufficient detail to reasonably inform the public of any official business or public policy intended to be considered at the meeting. The agenda for official school board meetings, other than official meetings held solely for the purpose of meeting in executive session, will allow time for remarks from the public who wish to speak briefly before the Board.

The Board will follow the order of business set up by the agenda unless the order is altered by a majority vote of the members present. Items not on the posted proposed agenda may be discussed and acted upon only if a majority of the Board agrees to consider the item at the time the Board members adopt an amended agenda at the time of agenda adoption.

To ensure the board has the information necessary to make informed decisions, the superintendent may prepare and disseminate information to supplement items on the boards meeting agenda. All members of the school board will be provided with the agenda and any related supplemental information in advance of the board meeting to allow review of the material.

The proposed agenda, together with supporting materials, will be distributed to Board members at least 24 hours prior to regularly scheduled Board meetings to permit them time to give items of business careful consideration.

The supporting material shall either be posted on the school district's website or made available at the business office at least twenty-four hours prior to the meeting, or at the time the material is distributed to the school board, whichever is later. If the material is not posted on the school district's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the school board is considering the printed material. However, the public's right to access printed information does not apply to any material or record that is legally exempt from disclosure.

The Board shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any meeting, by posting a copy of the notice, visible to the public, at the building in which the Superintendent's office is located. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the public body's website upon dissemination of the notice. For special or rescheduled meetings, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice.

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Amend

Policy BDC: EXECUTIVE SESSIONS

Status: ADOPTED

Original Adopted Date: 10/10/2022 | **Last Revised Date:** 06/08/2026 | **Last Reviewed Date:** 06/08/2026

All official meetings of the school board are open to the public unless SDCL 1-25-2 and the appropriate subdivision of that statute is cited in a motion to close the meeting to the public.

As permitted by law, the school board may discuss some matters in executive (closed) session. An executive or closed meeting may be held only for the purposes of:

1. Discussing the character, competence, fitness, performance, or qualifications of any current or prospective public officer or employee , not including an independent contractor;

2. Discussing a student's:
   a. Discipline, expulsion, or suspension;
   b. Assignment or educational program; or
   c. Eligibility to participate in interscholastic activities provided by the South Dakota High School Activities Association.
3. Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters, or pertaining to matters to which the attorney-client privilege attaches;

4. Preparing for contract negotiations or negotiating with employees or employee representatives;

5. Discussing marketing or pricing strategies by a board or commission of a business that is owned by the state or any of its political subdivisions, if public discussion may be harmful to the competitive position of the business; or

6. Discussing the following information pertaining to the protection of public or private property and any person on or within the property:

   a. Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;
   b. Emergency management or response;
   c. Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;
   d. Communications network schema, computer systems, cyber security plans, passwords, or user identification names;
   e. Guard schedules;
   f. Lock combinations; and
   g. Any blueprint, building plan, or infrastructure record regarding any building or facility which would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility;
7. Discussing any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; and
8. Discussing the location of or listing any:
   a. Ammunition or weapons;
   b. Biological, chemical, or nuclear agents; or
   c. Other military or law enforcement equipment or personnel.

An executive or closed session may be held only upon a majority vote of the members of the Board present and voting at an otherwise open official meeting. Discussion during the executive/closed session is limited to the purpose(s) specified in the closure motion(s). Nothing in state law or this policy prevents an executive session or closed meeting if the federal or state Constitution or any federal or state statute permits or requires the session or meeting.

All official actions concerning the matters discussed will be made only at an open official meeting.

By the very nature of the matter discussed in executive/closed session, the matters discussed shall be kept confidential by the Board and individual Board members (and the administration, as agents of the Board) unless and until allowed to be disclosed publicly by the individual(s) to whom the discussion relates or unless and until authorized or required by law.

It is therefore the policy of the Board that the Board and Board members shall respect the right of privacy of District employees and students, and neither the Board nor individual Board members shall disclose nor convey confidential information regarding District employees or students, the knowledge of which was acquired during executive/closed sessions unless authorized or required by law to disclose the information.

Notes: Violation of the "Open Meeting Law" can result in personal liability and potential criminal charges.

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

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Policy BBB: SCHOOL BOARD ELECTIONS

Status: ADOPTED

Original Adopted Date: 07/14/2025 | **Last Revised Date:** 06/08/2026 | **Last Reviewed Date:** 06/08/2026

The school board shall select the date of the annual school election by resolution no later than the first regular meeting after December 1st of each year. Unless otherwise exempted, the annual school board election shall be held the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November between the hours of 7:00 a.m. and 7:00 p.m.

In odd-numbered years, the school district may hold the school district election in conjunction with the municipality's election, subject to approval of the governing bodies. Expenses and all other governmental responsibilities of a combined election are to be shared in an agreed upon manner by the governing bodies of the school district and the municipality.

Following each annual school election held pursuant to §13-7-10, the school board, within 60 days of the official canvas, shall include in the school board minutes the following information:

1. The number of registered voters of the school district on the date voter registration closes;
2. The number of registered voters of the school district who voted in the election;
3. The percentage of registered voters of the school district who voted in the election
4. The date of the election, and if the election was held in conjunction with a regular municipal election as provided in §13-7-10.1 in an odd-numbered year, or with the regular June primary or the regular November general election as provided in §13-7-10.3 in an even-numbered year.

If the annual election was not held because there was not a contested vacancy for the school board and no question was submitted to the voters, the school board shall provide that information in the school board minutes.

Notes:
SDCL 13-6-13.1, SDCL 13-8-3 and SDCL 13-8-7.1 address school board member representation areas.

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Amend

Policy BDDG: MINUTES **Status:** ADOPTED

Original Adopted Date: 10/10/2022 | **Last Revised Date:** 06/08/2026 | **Last Reviewed Date:** 06/08/2026

The minutes of the meetings of the School Board are the written permanent records of the school district. The business manager will keep minutes of all the official actions of the Board. The minutes will include:

1. A record of all actions taken by the Board, with the vote of each member recorded except in cases of unanimous votes.

2. Resolutions and motions. This will include a detailed statement of all expenditures of money, with names of persons to whom payment is made for service rendered or goods furnished; a detailed statement of receipts, and balance on hand; and expenditures and receipts of custodial accounts.

3. A record of the disposition of all matters on which the Board considered, but did not take action.

4. The salaries of all employees will be published after the July organizational meeting, and total payroll by department monthly.

The unapproved minutes will be available for inspection by any person within 10 business days after the meeting.

Within 20 days after a Board meeting, minutes of the meeting will be published in the local newspaper, as in accordance with law. The business manager will sign each legal publication submitted to the newspaper.

The Board will approve the minutes of every meeting within 45 days after that meeting. The presiding officer and the business manager will sign the minutes of all regular and special meetings after approval by the Board. Any change or correction in the minutes will be reflected in the minutes of the meeting at which the changes are made.

Following each annual school election held pursuant to §13-7-10, the school board, within 60 days of the official canvas, shall include in the school board minutes the following information:

1. The number of registered voters of the school district on the date voter registration closes;
2. The number of registered voters of the school district who voted in the election;
3. The percentage of registered voters of the school district who voted in the election;
4. The date of the election, and if the election was held in conjunction with a regular municipal election as provided in §13-7-10.1 in an odd-numbered year, or with the regular June primary or the regular November general election as provided in §13-7-10.3 in an even-numbered year.

If the annual election was not held because there was not a contested vacancy for the school board and no question was submitted to the voters, the school board shall provide that information in the school board minutes.

The School Board must include in the minutes of the meeting at which the School Board conducted its annual review of open meeting laws an acknowledgment that the review was completed.
All minutes will be open to inspection by the public during the regular office hours of the business manager.

Notes: It is advisable to consult with the Department of Legislative Audits relative to the legal rates for publication and the form to be used in publishing since the form used can save the district considerable publishing expenses.

District reorganization plans must also be published in the Board minutes.

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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 Deuel School District 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 June 9th, 2025. 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

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- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

APPENDIX A: INDEPENDENT EDUCATIONAL EVALUATIONS

- IEE Policy
- IEE List of Evaluators
- IEE Form Letter

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108; 300.110; ARSD 24:05:13:02

The district will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); ARSD 24:05:26 and 24:05:26.01.

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

  The district will make a FAPE available to all students with disabilities who reside within the boundaries of the district between the ages of 3 and 21 years of age. This includes any student with a disability who has been suspended or expelled. All eligible preschool aged students will have FAPE made available to them by their third birthday, including those whose birthdays fall during the summer months and who may need extended school year (ESY) services.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

  All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team annually. Exceptions to FAPE for students aged 3-21 include those students who have graduated from high school with the regular high school diploma.

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

  One exception to the age range of FAPE is the special education student turning 21 during the school year who would continue to have free school privileges during the duration of that school year. Another exception is that children younger than age 3 who qualify for prolonged assistance will receive special education and related services, despite not yet being age 3.

- FAPE- methods and payments; 300.103; ARSD 24:05:19:08

  The district acknowledges that it may apply whatever federal, state, local, and private funds are available to meet its obligations for the provision of FAPE and must ensure that FAPE is provided at no cost to parents and without delay – even if the sources of funding are still being determined. This does not relieve any insurer or similar third party from its responsibility to pay for otherwise valid obligations. In addition, the district may bill Medicaid for eligible students receiving services according to criteria contained in the most current South Dakota Medicaid Billing and Policy Manual.

- Residential placement; 300.104; ARSD 24:05:19:08

  When necessary the district will provide FAPE to students with disabilities through a public or private residential program at no cost to the parents.

- Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19

  When necessary for FAPE, the district will provide assistive technology to students with disabilities and the evaluation for such at no cost to the parents. This may include assistive technology to be used at home, when that is determined to be essential for FAPE on a case by case basis.

- Extended school year services; 300.106; ARSD 24:05:25:26

  When necessary for FAPE, the district will provide extended school year services to students with disabilities at no cost to the parents. When necessary, the IEP team shall determine the length of the school day, and duration of extended school year services based on the individual child's needs.

- Nonacademic services; 300.107; ARSD 24:05:28:06

  To the maximum extent possible, the district will allow students with disabilities to participate with non-disabled peers during nonacademic services such as extracurricular activities, meals and recess. If supplementary aids and services are necessary to achieve this integration, then the district will provide them.

- Physical education; 300.108; ARSD 24:05:28:08

  To the maximum extent possible, the district will allow students with disabilities to participate in physical education classes with non-disabled peers unless a student requires specially designed physical education as specified in the IEP.

- Program options; 300.110; ARSD 24:05:28:04

  To the maximum extent possible, the district will allow students with disabilities access to the same program options as students without disabilities, such as art, music, industrial arts, family and consumer science, and vocational education.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04; ARSD 24:05:22:04.01

The district, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with disabilities, aged birth through twenty-one. The district will review data annually (such as SPP indicators and statewide testing results) to guide decisions with regard to adjustments in its programs in an effort to ensure appropriate services to all students with disabilities.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district has in effect Child Find policies and procedures to ensure that all children with disabilities who reside within the boundaries of the district and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend private schools within the jurisdiction of the district.

In the Deuel School District, the individual responsible for Child Find activities and documentation is the special education director.

The district shares information about developmental screenings annually through a newspaper release in the Clear Lake Courier and includes announcements in the district's handbook.

Parents may refer their child by contacting the school office or special education coordinator directly. Teachers submit referrals through an internal referral form after documenting concerns and attempting initial interventions. All referrals are reviewed by the student support team.

All referrals are logged in a secure district database, noting status (e.g., tested, not tested) and reasons. Children identified but not served are recorded with explanation (e.g., homeschool, parent declined services), and periodic follow-up is documented.

The district uses a secure student information system to maintain records of all students receiving special education services, including individualized education plans (IEPs), service dates, and progress updates.

- Use of the term developmental delay; ARSD 24:05:24.01:09

  The district does recognize and utilize the optional special education category of developmental delay when considering whether a student from the ages of three to nine years old may be a student with a disability.

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade; 300.111(c)(1); ARSD 24:05:22:01

The district acknowledges that all resident children who are suspected of having a disability and being in need of special education must be subject to the requirements of Child Find, even when children are advancing from grade to grade.

- Children who are highly mobile, including migrant children; 300.111(c)(2).

  The district acknowledges that all resident children who are suspected of having a disability and being in need of special education must be subject to the requirements of Child Find, even when children are wards of the state, highly mobile, or migrant.

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district ensures that each identified student with a disability has a current IEP in place that meets the requirements of Section 636(d) of the IDEA and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students with disabilities will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a) (1-7); ARSD 24:05:27:01.03

  IEPs for students with disabilities will include a statement of present levels of performance (including a statement of how the disability affects progress and involvement in the general curriculum or in developmentally-appropriate activities), measurable annual goals (including a description of how progress will be measured), a description of the services that are necessary for FAPE (including start dates and ending dates), an explanation for why the child is being removed from non-disabled peers, any accommodations that are necessary to ensure that statewide or districtwide testing will be accurate, and the required transition portions (when appropriate).

- Transition services; 300.320(b); ARSD 24:05:27:13.02

  For students aged 16 and older, each student's IEP will include a coordinated set of transition activities, including goals and services for post-secondary education, employment, and (if necessary) independent living based upon the student's interests and needs.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

  Prior to a special education student's 17th birthday, the district will inform that student about the transfer of parental rights, documenting this conversation on the student's IEP.

- The IEP team; 300.321; ARSD 24:05:27:01.01

  When convening a meeting of the IEP team, the district will ensure that the team includes a representative of the LEA, a general education teacher (if the student is or may be participating in the general education environment), a special education teacher, the parents, the student (when appropriate), an individual who can interpret the instructional implications of evaluation results, and any outside agencies responsible to provide transition services.

  The district may designate another one of its other IEP team members to also serve as the district representative on the IEP team.

  A member of the IEP team can be excused from attending, provided that the parent and district consent in writing to the excusal and the member submits written input into the development of the IEP prior to the meeting.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

  The district will seek the participation of one or both parents by providing the parents with a written meeting invitation in advance of the meeting, including information about the purpose and participants in that meeting.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

  The district will develop IEPs for children determined to be in need of special education. At the beginning of each school year an IEP will be in effect for each eligible child with disabilities within the district's jurisdiction. When children turning age three are in need of special education, the IEP team will determine the date services begin on a case by case basis.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

  When developing or reviewing and revising an IEP, the district will consider whether the student needs positive behavior interventions and supports, a limited English proficiency plan, instruction in Braille, a special communication plan, or assistive technology. All of these decisions will be documented within the body of the IEP.

- Routine checking of hearing aids and external components of surgically implanted medical devices; 300.113; ARSD 24:05:27:05

  When a special education student has a hearing impairment and uses hearing aids in school, the district's IEP will include a monitoring schedule for any corrective hearing devices.

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the least restrictive environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services, cannot be achieved satisfactorily.

- A continuum of alternative placements; 300.115; ARSD 24:05:28:02

  The district will make available a variety of educational placements, including instruction in regular classrooms, special education classrooms, special schools, residential placements, and instruction at home or hospitals. The district's IEP team will provide any supplementary services needed in conjunction with placement in the regular classroom so as to guarantee a continuum of alternative placements.

- Placements; 300.116; ARSD 24:05:28:03

  When determining the educational placement of a child with a disability, the district will make placement decisions through a group of people, including parents and others knowledgeable about the child, the evaluation data, and the placement options. Additionally the district's IEP team will ensure the following.

  1. Each child's educational placement is individually determined at least annually and must be based on the child's IEP.
  2. Provisions are made for appropriate classroom or alternative settings necessary to implement a child's IEP.
  3. The child shall be educated in the same school that would normally be attended if nondisabled or as close to the child's home as possible, unless a child's IEP requires some other arrangement.
  4. Consideration is given to any harmful effect on the child or on the quality of services needed.
  5. A child with a disability is not removed from the regular classroom solely because of needed modifications in the general education curriculum.

  The Deuel School District will designate a special education coordinator or representative responsible for overseeing out-of-district student placements. This individual will:

  - Maintain a communication log documenting all interactions.
  - Conduct quarterly audits of student records, including:
  - IEP implementation documentation.

- Service delivery logs verifying frequency and duration align with IEP requirements.
- Progress monitoring data.
- Behavior intervention plan (BIP) implementation, if applicable.
- Documentation of accommodations/modifications on a daily or weekly basis.
- Ensure the out-of-district facility provides standardized progress reports aligned with IEP goal timelines.
- Ensure data-based progress reports are submitted to the district on the same schedule as for in-district students.
- Attend all IEP meetings for out-of-district students as the district representative.
- Collect and maintain IEP meeting minutes and attendance records.
- Review all proposed IEP changes to ensure alignment with district standards.
- Serve as the primary contact for parent concerns.
- Document all parent communications regarding program satisfaction.

– Non-academic settings; 300.117; ARSD 24:05:28:06

The district will facilitate the participation of disabled students with nondisabled peers, to the maximum extent appropriate, in non-academic settings such as meals and recess. If supplementary aids and services are found to be necessary for the child to participate in non-academic settings, then the district will provide them.

– Children in public or private institutions; 300.118; ARSD 24:05:28:07

The district will ensure that children placed in public or private institutions will be educated with non-disabled peers to the maximum extent appropriate.

– Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

Teachers and administrators in the district are committed to seeking technical assistance related to the provision of special education when necessary. Weekly special education meetings are held with special education teachers and administrators to review best practices and ensure accuracy and compliance in documentation. Additionally, both paraprofessionals and certified staff participate in annual Crisis Prevention training.

Monitors placements; 300.120; ARSD 24:05:28:12

The district will cooperate with monitoring activities initiated by the SEA.

SECTION VI: Procedural Safeguards; 34 C.F.R. § 300.121; ARSD 24:05:30

The district ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 and consistent with South Dakota Administrative Rule, as outlined in *South Dakota Parental Rights and Procedural Safeguards*.

– Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

The district provides parents with the opportunity to examine records and to participate in IEP meetings and placement decisions.

When parents come in-person, parents will initial and date the cover page of the IEP to confirm their receipt of the IEP, evaluation documentation, and parental rights booklet. When parents participate virtually, the special education case manager will initial and date the cover page and will indicate that of such copies are being mailed to the parent.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

  The district's contact person for any questions about an IEE is the special education director.

  When a parent disagrees with an evaluation conducted by the district, the special education director either ensures that the IEE occurs without delay or requests a due process hearing to show the district's evaluation was appropriate. If proceeding to facilitate the IEE, the special education director will provide the parent with its criteria for IEE evaluations, including a list of potential examiners (see Appendix A).

  A parent is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent disagrees. If the parent obtains an IEE that meets district criteria, the district's IEP team must consider it when making decisions.

- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

  The district will provide written notice to the parent at least 5 days prior to proposing or refusing to initiate or change the identification, evaluation, placement, or the provision of FAPE for students with disabilities. This notice will include a description of the proposal or refusal, a description of other actions considered and rejected, the basis for the district's decision, and any other factors relevant to the proposal or refusal.

- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02

  The district will provide a copy of the *South Dakota Parental Rights and Procedural Safeguards* document to the parents of an eligible child with a disability at least one time each year, in addition to the following.

  1. Upon initial referral or parent request for an evaluation;
  2. Upon request by the parent;
  3. In accordance with discipline procedures outlined in the procedural safeguards document;
  4. Upon receipt of the first state complaint or first due process complaint in a given school year.

  The district uses the *South Dakota Parental Rights and Procedural Safeguards* document which conforms with the content standards established in ARSD 24:05:30:06.02.

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
  - School informs parents about the electronic mail option through back-to-school packets, or during parent orientation
  - Digital forms made available on school website
  - Paper forms available in school office
  - Forms distributed during parent-teacher conferences
  - Confirm email sent to verify address
  - Parent responds to confirm
  - Simple form or link to submit opt-out requests
  - Immediate confirmation of opt-out processing

- Availability of mediation; 300.506; ARSD 24:05:30:09

  The district will offer voluntary state mediation to the parent after receiving notice about any matter of dispute, including matters arising before a due process complaint is filed. The district will make such mediation conferences timely and nonadversarial and will schedule them in a location convenient to all parties involved in the dispute.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

  The district acknowledges that either it or the parent may file a due process complaint on any matters related to the identification, evaluation, placement or FAPE of a student with a disability.

- Resolution process; 300.510; ARSD 24:05:30:08.09-12

  Within 15 days of receiving notice of the parent's due process complaint and prior to the initiation of a due process hearing, the district will convene a meeting with the parent and relevant members of the IEP team who have specific knowledge of the facts identified in the complaint. The district and the parent will determine which IEP team members are relevant, but the team will include a representative of the district who has decision-making authority.

  The district will not bring an attorney unless the parent is accompanied by an attorney.

  During this meeting the district will attempt to resolve the dispute that is the basis for the due process complaint. The district acknowledges that this resolution meeting need not be held if the parent and the district agree to waive it or if the parent and the district agree to use mediation.

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

  The district acknowledges that either the district or the parent has the right to an impartial due process hearing following a due process complaint.

- Hearing rights; 300.512; ARSD 24:05:30:12

  The district acknowledges that, during the impartial due process hearing, both the district and the parent have the right to be accompanied and advised by legal counsel to present evidence, to cross-examine and compel the attendance of witnesses, to prohibit the introduction of evidence that has not been disclosed at least five business days before the hearing, to obtain a written record of the hearing, and to obtain a written record of findings of fact and decisions.

- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11

  The district acknowledges that both the district and the parent have the right to file a civil action, within 90 days, to appeal the decision of the due process hearing.

- Status of child during due process proceedings; 300.518; ARSD 24:05:30:14

  The district acknowledges that the student in a due process complaint must remain in the present educational placement during that complaint unless the parents and district agree otherwise, with these exceptions.

  1. If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.
  2. If the complaint involves an application for initial services from a child transitioning from Part C of the IDEA to Part B who is no longer eligible for Part C because the child has turned three, the district is not obligated to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B, and the parent consents to the initial provision of special education and related services, then the district must provide those special education and related services not in dispute.
  3. If the decision of a hearing officer in a due process hearing agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parents for purposes of pendency.

- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15

When no other parents (as defined in ARSD 24:05:13:04) can be identified, and the district (after reasonable effort) cannot locate a parent, or if the child is a ward of the state, or if the child is an unaccompanied homeless youth, the special education director will appoint surrogate parents within the following conditions.

1. The person selected as a surrogate must have no personal or professional interest in conflict with the interests of the child being represented.
2. The person selected as a surrogate must have knowledge and skills to ensure adequate representation of the child in all matters relating to identification, evaluation, educational placement, and the provision of FAPE.
3. The person selected as a surrogate will not be an employee of the South Dakota Department of Education, Deuel School District, or any other agency that is involved in the education or care of the child.

Any staff member within the district can refer students in need of a surrogate to the district's special education director who is responsible for overseeing the referral system and in-servicing other district staff members. The special education director will maintain a list of potential surrogate parents and provide them with the training necessary to serve in that role.

The Deuel School District superintendent or designee shall appoint a surrogate parents from the district's list of potential surrogates. They may not be an employee of the department, district, or any other agency that is involved in the education or care of the child.

A person assigned as a surrogate may not be an employee of the department, district, or any other agency that is involved in the education or care of the child.

Surrogate Parent Training Process

1. Recruit potential surrogates
2. Screen applicants (background checks /interviews)
3. Initial training – IDEA, roll & authority, IEP process, confidentiality requirements and advocacy
4. Provide Training Materials- surrogate handbook, legal rights reference guide, IEP examples, resource directory

- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01

The district informs parents and students about the transfer of student rights, documenting that notification within the body of the IEP. When a student with disabilities reaches the age of majority (unless determined to be incompetent), the district acknowledges that the parents' rights transfer to the child. If the child is determined not to have the ability to provide informed consent with respect to the educational program, the district shall appoint the parent or (if the parent is unavailable) another appropriate individual to represent the educational interest of the child.

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

The district will conduct a manifestation determination review with 10 days of a decision to change the placement of a student with a disability due to a violation in a code of student conduct. During this review relevant members of the student's IEP team (as determined by the district and the parents) will review all relevant information to determine the following.

1. Was the conduct in question caused by, or did it have a direct and substantial relationship to, the student's disability?
2. Was the conduct in question the direct result of the district's failure to implement the IEP?

When either condition #1 or #2 above has been met, the district acknowledges that the conduct must be determined to be a manifestation of the student's disability. If condition #2 was met, the district acknowledges that it must take immediate steps to remedy the deficiency in IEP implementation.

- Determination of setting; 300.531; ARSD 24:05:26:09.2

The district acknowledges that its IEP team is responsible for determining an interim alternative placement when a student's educational placement is changed for disciplinary reasons.

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

  When the behavior that led to discipline is determined not to be a manifestation of the student's disability, the district acknowledges that the parent has the right to appeal that decision.

- Placement during appeals; 300.533; ARSD 24:05:26:09.06

  The district acknowledges that, during an appeal of the educational placement, the child remains in the interim alternative educational placement unless the district and the parent agree otherwise.

- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

  The district acknowledges that a child not yet determined eligible for special education has disciplinary protections according to ARSD 24:05:26:14 if the district had knowledge that the child might be a student with a disability.

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

  The district acknowledges that a student's special education status does not prohibit the district from reporting crimes to law enforcement. If the district reports a crime, it will include copies of the special education and disciplinary records of the student for consideration by the appropriate authorities to whom the crime is reported, to the extent permitted by FERPA.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

  The district acknowledges that removals of more than ten consecutive days or patterns of removal of more than ten days constitute a change of placement for special education purposes.

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311.

- Parental consent (for initial evaluation, services, and re-evaluations); 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01

  The district proceeds with initial evaluations only after first acquiring the parent's written consent. When trying to acquire parental consent for reevaluations, the district proceeds without parental consent only after first exercising and documenting considerable efforts to obtain that consent.

- Initial evaluations (preplacement evaluations); ARSD 24:05:25:03

  The district will complete a full and individual initial evaluation for special education eligibility before the initial provision of special education services. Once parental consent for the evaluation is received, the district will conclude the process within 30 calendar days from the end of the 25 school day timeline.

- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

  The district acknowledges that screening for instructional purposes is not considered an evaluation for special education.

- Re-evaluations; 300.303; ARSD 24:05:25:06

  The district informally determines what evaluation data are needed for the following purposes.

  1. Determining whether the child continues to have a disability.
  2. Determining the developmental and educational needs of the child.
  3. Determining whether the child continues to need special education and related services.

4. Determining whether any additions or modifications are needed in the special education program in order to meet measurable annual goals or to make progress in the general curriculum.

If the district determines that no additional evaluation data are needed in order to establish eligibility or to determine programming needs, then the district will inform the parents of that fact and their right to request new assessment.

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

When designing an evaluation package, to the extent possible, the district selects a variety of technically sound assessments likely to yield accurate information that could fulfill eligibility requirements and provide useful information about specific areas of the child's educational need, particularly considering factors that may interfere with standardization such as limited English proficiency or interference from the child's impairment. The district ensures that its evaluations are comprehensive, and the district acknowledges that no single measure may be the sole criterion for a determination of eligibility.

- Determining eligibility; 300.306; ARSD 24:05:25:04.03

The district determines eligibility during a formal meeting of the IEP team, providing a copy of this eligibility determination and the related evaluation reports at no cost to the parent. The district acknowledges that students may not be deemed eligible for special education when the determinant factor for underachievement is believed to be limited English proficiency or a lack of instruction in reading or math.

- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

When determining a student's eligibility for special education with regard to the category of specific learning disability, the district's full IEP team rules out the presence of the following.

1. a visual, hearing, or motor disability;
2. a cognitive disability;
3. an emotional disturbance;
4. cultural factors;
5. an environmental or economic disadvantage;
6. limited English proficiency; or
7. a lack of instruction in reading or math.

Then the district compares ability to discrepancy in achievement. When discrepancy in an allowable area of SLD matches the criterion set forth in the State's discrepancy table and is further corroborated by classroom observation, the lack of achievement, and the lack of mitigating medical factors, the district finds the student eligible in the category of SLD. These SLD decisions are certified with the signatures of IEP team members, including the child's regular teacher (or a teacher qualified to teach that age) and at least one person qualified to conduct individual diagnostic examinations.

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626.

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

The district provides parents about the confidentiality of special education information, including the parental rights and the district's responsibility through FERPA, by providing them (at least annually) with the *South Dakota Parental Rights and Procedural Safeguards*.

- Access rights; 300.613; ARSD 24:05:29:04

The district acknowledges the rights of parents to inspect, question, and receive copies of the special education records of their children with disabilities. The district cooperates with these inquiries, either from parents or from their representatives.

- Record of access; 300.614; ARSD 24:05:29:05

  The district keeps a record of access document for each special education file. However, parents and authorized employees of the district do not have to log their access. Special Education records are stored in both the High School and Elementary offices.

- Records on more than one child; 300.615; ARSD 24:05:29:06

  When educational records contain information about more than one child, the district redacts information about children who are not the responsibilities of the parent who will be viewing that information.

- List of types and locations of information; 300.616; ARSD 24:05:29:07

  When requested the district will provide parents with the types and locations of educational records maintained.

- Fees for copies of records; 300.617; ARSD 24:05:29:08

  The district acknowledges that it may not charge fees to search for or to retrieve information included in the access rights of parents. However, a fee may be charged for copies.

- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09

  If a parent requests an amendment to the educational record, the district will respond within a reasonable time following receipt of that request. If the district refuses to amend the educational record, then it will inform the parent of the refusal and advise the parent of the right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

  When requested the district provides a hearing to challenge information contained in the education records, ensuring that information is not inaccurate, misleading, or otherwise in violation of the rights of a student.

- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

  When such a hearing is requested, the district will provide it within 30 days of the request, and the parent will receive notice of the date, time, and location at least 5 days prior to the hearing. This hearing shall be conducted by a party who does not have an interest in the hearing's outcome. During this hearing, the parent of a student with disabilities has the opportunity to present evidence and to be represented by an attorney. Following the hearing, the district will produce a written decision within 30 days. This decision will be based solely upon evidence presented at the hearing and will include a summary and reasons for the decision.

  As a result of the hearing, if the district decides to amend the record, it shall do so accordingly and shall notify the parents of the fact. If the district decides not to amend the record, then it will notify the parents of their right to write a statement of comment regarding the record. If the parent chooses to do so, then the district will include this statement of comment and will maintain it as part of the record.

- Parental consent for the release of records; 300.622; ARSD 24:05:29:13

  It is the policy of the district to forward educational records, upon request, to an institution at which students intend to enroll. This transmission of records does not require parental consent. Additionally, consent is not required when releasing records:

  - to other school officials with a legitimate educational interest;
  - to authorized representatives of State and Federal educational authorities;

- when the disclosure is related to student transfer, since the district's annual notification indicates that relevant records are forwarded for student transfers
- in connection with financial aid for which the child has applied;
- to state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a statute that concerns the juvenile justice system, subject to applicable requirements;
- to organizations conducting studies for, or on behalf of, the school, if applicable requirements are met;
- to accrediting organizations to carry out their accrediting functions;
- to the parent if the child is an eligible student, as long as the parent's eligible student is a dependent for IRS tax purposes;
- to comply with a judicial order or lawfully issued subpoena, if applicable requirements are met;
- to appropriate officials in connection with a health or safety emergency, subject to applicable requirements;
- that have been designated by the school as "directory information," as long as applicable requirements are met;
- to an agency caseworker or other representative of a state or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student in foster care placement; or
- to the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions.

For all other purposes the district will obtain parental consent prior to releasing records.

– Safeguarding of records; 300.623; ARSD 24:05:29:14

The district has designated the special education director to maintain the records and train others in how to collect, store, disclose, and destroy the records in a manner that protects confidentiality. The special education director will also maintain a list of the names and positions of others who may have access to personally identifiable information.

– Destruction of information; 300.624; ARSD 24:05:29:15

The district will maintain special education records at least 5.5 years after they are no longer needed. Prior to destroying records, the district will inform parents when it no longer needs them. Following that event, when requested by the parents, the district will destroy the personally identifiable information (but may maintain contact information for the student in addition to a record of grades, attendance, classes taken, and grades).

– Children's Rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

The district acknowledges that the rights of parents normally transfer to special education students upon the age of majority, including rights related to the confidentiality of information.

– Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17

The district agrees to cooperate with enforcement efforts by the SEA, including on-site monitoring, approval of comprehensive special education plans, and complaint resolution.

– Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The district agrees to cooperate with records requests in order to establish a continuity of records for migratory students with disabilities.

SECTION IX: Transition from Part C to Part 34 C.F.R. § 300.124; ARSD 24:05:27:21

The district ensures that children participating in early intervention programs under Part C and who will participate in preschool programs under Part B experience a smooth and effective transition to district preschool programs. Further, each eligible child with a

disability will have in place at the time of their third birthday an appropriate IEP for the provision of special education and related services has been developed and implemented. The district participates in transition planning conferences as coordinated by the local Part C agency.

The state's Part C coordinator contacts the district to alert them of the child turning age three. Several months before a Part C child turns three, the district will initiate evaluation procedures to determine potential eligibility for Part B. The district will hold an eligibility meeting at least 90 days but not more than 9 months prior to the child turning three. This evaluation planning includes contact and input from the child's family. When the child turns three, the district will begin monitoring progress through the required IEP goal progress notes.

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; ARSD 24:05:31; ARSD 24:05:32

The district will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services.

The district ensures compliance with 34 CFR 300.129 through 300.148 which govern private school placements within the boundaries of the district. Through consultation with private school representatives, the district will locate, identify and evaluate all children with disabilities who are enrolled by their parents in a private school within the district's boundaries. For all eligible students with disabilities enrolled in private schools by their parents, a service plan will be developed in accordance with 300.132. The district will maintain records documenting the number of students evaluated and served in these settings.

- Definition of parentally placed private school children; 300.130; ARSD 24:05:32:01

  The district acknowledges that parentally-placed private school children with disabilities are defined as being children with disabilities whose parents have unilaterally enrolled them in private schools (including religious schools) that meet the state definition of elementary or secondary schools.

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

  The district acknowledges that it is responsible for conducting Child Find activities in private schools that happen to be within the boundaries of the district and must maintain records regarding the number of children evaluated, the number of children found to have a disability, and the number of children served.

- Provision of services for parentally placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01

  If a parentally-placed private school child with a disability will receive special education and related services from the district, then the district will develop (and revise, as needed) a services plan with a representative of the private school in attendance or participating by phone.

- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02

  The district will spend an amount, proportional to federal subgrants received, for the special education of children with disabilities in parentally-placed private schools within the district. If there are any excess funds, they may be carried over to a maximum of one year.

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05

  When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, the district will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities regarding the following.

  1. the Child Find process (including how private school children can participate and how people will be informed;

2. the determination of the proportionate share of federal funds available, including how the share was calculated;
3. the consultation process, including how the process will operate during the school year;
4. how, where, and by whom special education and related services will be provided, including a discussion of:
   a. the types of services to be made available;
   b. how special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school children with disabilities; and
   c. how and when those decisions will be made;
5. how, if the district disagrees with the private school regarding the provision or types of services, the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

  Following the consultation, the district will seek to acquire written affirmation by private school officials of the meaningful consultation that took place. If the private school does not provide written affirmation, the district will forward documentation of the consultation process to the department.

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

  The district acknowledges that private school officials have the right to submit a state complaint about consultation or other related matters. If this occurs the district will forward its relevant documentation to the department.

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

  The district determines the services generally for parentally-placed private school students with disabilities through the process agreed through consultation with the private school officials and representative parents. Then specific services are written through the particular services plan created for each child.

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

  The services that the district provides to parentally-placed private school students with disabilities are provided by personnel meeting the same standards as those providing services in the public school district. Additionally those services are secular, neutral, and nonideological. However, the amount of services may be less than what would have been received had the student been enrolled in the public school district.

  The services plans developed by the district will meet the IEP content requirements with respect to the services provided and to the extent appropriate.

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

  The district acknowledges that special education and related services may be provided at the private school site. The district acknowledges that, if necessary for the child to benefit from special education or related services, transportation may be necessary. However, the district will not transport students with disabilities from the home to the private school site. For specific information about the location of services and transportation please refer to the annual consultation agreement.

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

  The district acknowledges that even though due process complaints and hearings would not occur related to the provision of special education services for parentally-placed private school students with disabilities, they could occur related to Child Find and the evaluation process.

- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

The district acknowledges that its federal funds allocated for a private school may not benefit the private school as a whole. They may only be used for the special education and related services of particular students with disabilities enrolled there.

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

  The district acknowledges that it may use funds to make personnel available for the provision of special education and related services in private schools.

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

  The district acknowledges that it is not allowed to use the funds to create separate classes to segregate children on the basis of school enrollment or religion.

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15; ARSD 24:05:32:16

  The district acknowledges that it is still responsible to account for property, equipment, and supplies placed in private schools for parentally-placed private school students with disabilities. Such inventory will be removed from the private school when it is no longer needed there and will not be provided unless it can be removed without remodeling the private school facilities.

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

  The district acknowledges that it is still responsible for Child Find for students placed in private schools by state agencies, although the state is responsible for the costs of special education and related services.

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

  The district acknowledges that if a student with a disability is placed in a private school because the district could not provide FAPE in a timely manner, then the district may be responsible for the costs of the education.

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01; ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

  The district will cooperate with the SEA's general supervision and procedural safeguard requirements. Procedural safeguard assurances at the district level are described in Section VI of this comprehensive special education plan.

- State complaint procedures; 300.151-153; ARSD 24:05:15

  When a state complaint has been filed against the school district, the district will cooperate with SEA complaint procedures, including informational requests from the investigation coordinator. The district acknowledges that either or both of the following options are available.

  1. Districts may choose to propose a resolution to the complaint.
  2. Districts may choose to engage in voluntary mediation with parents.

The district will cooperate with any corrective actions or remedies ordered by the SEA through the state complaint process.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03; ARSD 24:05:14:01.06

The district ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

  The district will not require parents to apply for public benefits or to pay an out-of-pocket expense. Further, the district will not use public benefits or insurance when doing so could result in financial cost for the parent. When accessing the parent's insurance the district collects written consent first and provides written notice annually.

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03

  The district affirms the same regarding private benefits. The district will not cause parents to accrue a cost or decrease the parent's benefits by accessing their private insurance. When accessing the parent's insurance the district collects written consent first and provides written notice annually.

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

  The district acknowledges that it is allowed to apply Part B funds to insurance costs the parents would have had to pay due to the district accessing their insurance benefits.

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district acknowledges it has a right to a hearing before the SEA makes any final determination regarding eligibility for funding under Part B.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:16.01

The district will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (ARSD 24:05:16:05).

- Personnel qualifications; ARSD 24:05:16:16

  The district will cooperate with the SEA's personnel qualification obligations by ensuring that staff qualifications are reviewed and appropriate licensure or certifications are in place prior to the commencement of contracted payments. The school district and s will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each school district will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

  The Deuel School District will ensure only certified, licensed, or otherwise highly-qualified personnel will provide special education and related services. The district will follow the same procedure for other certified staff, making sure staff work only in those areas where they are properly endorsed. Staff seeking endorsement will follow a plan of intent properly filed with the Department of Education.

Paraprofessionals will be hired by the school district. Paraprofessionals who are properly trained and supervised must have a high school diploma or GED and have met criteria set forth by the State Department of Education. Paraprofessionals will work within defined roles of the school district.

- Paraprofessionals and assistants; ARSD 24:05:16:16.01

The district acknowledges that appropriately trained and supervised paraprofessionals and assistants may be used to assist in the provision of special education and related services, with the following minimum standards.

1. Paraprofessionals must have a high school diploma or GED.
2. Paraprofessionals must work within defined roles and responsibilities as identified by the district.
3. Paraprofessionals must work under the supervision of, and be evaluated by, certified staff.

The district will take measurable steps to recruit, hire, train, and retain appropriately certified personnel to provide special education and related services to children with disabilities. Existing staff and paraprofessionals will receive ongoing training as needed.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The district will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction.

- Student information management system (SIMS)

The district will comply with all requests by the SEA for data submission, including use of the student information management system (SIMS).

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14; ARSD 24:05:14:14.01

The district strives to ensure that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

The district will provide all necessary data to the SEA on the participation of students with disabilities in state and district wide testing programs and will, to the extent possible, utilize universal design principles in the development and administration of any assessments.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:04

The district will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

The district ensures appropriate use of funds under Part B to pay for the excess costs of providing special education and related services to children with disabilities. The district's available funding will be used to supplement state, local, and federal funds without supplanting those funds.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district acknowledges the SEA's responsibility to solicit public input regarding the SEA's Part B application and will help to provide such input whenever necessary. The district will make available to parents of children with disabilities and the general public all documents relating to the district eligibility under Part B of the IDEA.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district appreciates the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district affirms that the specific provisions of 300.170 through 300.173 and ARSD 24:05:21:04 have been implemented at the district level, consistent with state policy.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

  The district will cooperate with the SEA's effort to monitor suspension and expulsion rates, including initiating a revision of its policies, procedures, and practices relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards as directed by the SEA.

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

  The district acknowledges that the information in this comprehensive special education plan, coupled with statements of expenditures, descriptions of the annual use of IDEA, Part B funds, and certification of federal assurances are all used to establish its eligibility for funds under the Individuals with Disabilities Education Act, Part B.

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

  The district acknowledges the SEA's responsibility to make instructional print materials available in a form that is accessible to students with visual or print impairments, according to the National Instructional Materials Accessibility Standard (NIMAS). When serving students with these impairments the district will consider utilizing these resources from the state library.

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

  The district acknowledges the SEA's responsibility to determine whether over-identification or disproportionality may be occurring within the state's special education programs. The district will cooperate with this monitoring through timely submission of the annual child count and any additional SEA requests for information. If necessary the district will revise its policies, procedures, and practices to address over-identification and disproportionality as directed by the SEA.

- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

  School district personnel will not require parents to obtain a prescription for medicine for a child, as a condition for attending school, receiving an evaluation, or receiving services.

Appendix A: Independent Educational Evaluations

IEE Policy

Definitions

"Independent educational evaluation" (IEE) means an evaluation conducted by a qualified examiner who is not employed by the school district responsible for the education of the child in question.

"Public expense" means that the school district either pays for the full cost of the IEE or ensures that the IEE is otherwise provided at no cost at the parent.

Process – Parent

A parent has the right to an IEE at public expense when all of the following conditions are true.

The school district has already conducted an evaluation (such as the initial preplacement evaluation, the triennial reevaluation, or any additional, more frequent evaluation conducted at the request of the child's parent or the district).

The parent disputes all or part of the school district's evaluation.

The parent either submits a written request for an IEE to the district or communicates the request during a meeting of the district's IEP team.

Process – District

When district personnel receive a parent's request for an IEE, they must provide parents with the *South Dakota Parental Rights and Procedural Safeguards* and also a copy of this IEE policy, including the most current list of examiners.

When an IEE is requested the school district must determine whether to initiate a due process hearing to establish the appropriateness of its evaluation. If it chooses not to pursue the due process hearing, then it must work toward facilitating the IEE without delay.

Limitations

The parent may only request one publicly funded IEE for each evaluation completed by the school district. Additionally, IEEs requested by parents will be funded at public expense only to the extent that they meet with the district's criteria for location, cost limits, and examiner qualifications as outlined by this policy.

IEE Results

The results of an IEE funded at public expense must be provided to the school district.

The results of any IEE will be considered by the school district's IEP team regardless of whether the IEE was obtained through private or public expense. The district's IEP team will apply information from the IEE to help form decisions about special education eligibility, placement, or programming to the extent appropriate. However, the results of an IEE do not automatically negate previous evaluations administered by the district. IEEs are not sets of data to be used in isolation. IEEs must be combined with other information gathered by the district and considered as a part of the whole set of data by the district's IEP team.

Location

Evaluators must be located within 90 miles of the school district's administrative office. Potential evaluators beyond this area will be approved only in unique circumstances when the parent can demonstrate the necessity of doing so. Parents must seek prior written approval from the district in order for the district to fund an IEE outside this radius. If overnight travel is required in order to pursue a publicly funded IEE, then the district will pay for lodging and meal reimbursements at state rates.

Cost Limits and Examiner Qualifications

Costs above the following maximum allowable limits will not be approved unless the parent can demonstrate that unique circumstances have warranted the additional expense. The total costs for an independent multidisciplinary evaluation are limited to $1,500. This total can include travel, observation, the administration and scoring of tests, report writing, and attendance at the IEP meeting to discuss the findings (when deemed necessary by the school district).

These qualifications refer to licensure and credentials. "Credentialed" means that the examiner has received the appropriate formal training and degree necessary for that position, regardless of whether licensure is current. "Licensed" means that the examiner has received the appropriate formal training and degree necessary for the position and also maintains active licensure to practice in that field.

In addition to the qualifications listed below all IEE examiners must be permitted to communicate and share information directly with members of the IEP team. Examiners must produce the assessment results and an itemized bill prior to receive payment for services. IEE examiners must not be employees of the school district or Northeast Educational Services Cooperative.

Evaluation Area	Limit	Qualifications
Ability *These instruments measure how well a child thinks, remembers, and solves problems.*	$250.00	- Licensed Clinical Psychologist - Licensed School Psychologist or Examiner
Academic Achievement *These instruments measure skill levels in reading, math, written expression, and language skills.*	$300.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist or Examiner - Credentialed Special Education Teacher
Adaptive Behavior *These instruments measure how well a child takes care of personal needs.*	$150.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist or Examiner - Credentialed Special Education Teacher
Audiological *Audiological evaluations determine the type, degree, and configuration of hearing loss relevant to special education eligibility.*	$300.00	- Licensed Audiologist
Autism *These instruments measure whether a child is on the Autism Spectrum Disorder.*	$200.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist
Behavior or Social-Emotional *These instruments measure self-perception, how someone gets along with others, and the degree to which certain behavior is negative.*	$200.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist - Credentialed Special Education Teacher
Developmental *Developmental testing evaluates progress toward developmental milestones in five areas: cognitive, physical, communication, social-emotional, and adaptive behavior (for children younger than 6).*	$300.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist - Credentialed Special Education Teacher

Evaluation Area	Limit	Qualifications
FBA and BIP *Functional behavior assessment (FBA) seeks to establish connections between behavior and stimuli. A behavior intervention plan (BIP) seeks to modify behavior through environmental control and positive behavior intervention.*	$400.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist - Credentialed Behavior Analyst or Technician - Credentialed Special Education Teacher
Medical *Medical evaluations consist of examinations, parent or child interviews, and other medical testing that could result in a diagnosis relevant to special education eligibility.*	$300.00	- Licensed Practitioner of Medicine - Licensed Practitioner of Osteopathy
Occupational Therapy *These evaluations measure a child's performance in fine motor, sensory, and visual motor skills.*	$200.00	- Licensed Occupational Therapist
Physical Therapy *These evaluations measure a child's performance in gross motor skills.*	$200.00	- Licensed Physical Therapist
Skill-Based Information *Skill-based data collection identifies the specific academic and behavioral strengths and needs that can be used to develop a child's program.*	$300.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist - Credentialed Special Education Teacher
Speech-Language Pathology *These evaluations measure a child's performance in articulation, fluency, language, and voice.*	$200.00	- Licensed Speech-Language Pathologist
Transition *These instruments identify a child's skill levels and potential targets for future education, employment, and independent living.*	$150.00	- Credentialed Clinical Psychologist - Credentialed School Psychologist - Credentialed Special Education Teacher
Vision *Eye examinations establish one's ability to see and could result in a diagnosis relevant to special education eligibility.*	$300.00	- Licensed Ophthalmologist - Licensed Optometrist

LEGAL REFERENCES

20 USC 1415(b)(1) – Procedural safeguards.
34 CFR §300.502 – Independent educational evaluation.
ARSD 24:05:30:03. Independent educational evaluation.

IEE List of Examiners

Name	Contact Info	Ability	Achievement and Skill-Based	Adaptive Behavior & Behavior	Autism	Occupational Therapy	Physical Therapy	Speech-Language Pathology
Avera St. Luke's Therapy 805 First Ave. SE Aberdeen, SD	www.avera.org/st-lukes-hospital/ (605) 622-5725					X	X	X
Big Stone Therapy 8 5th St SE Watertown, SD 57201	www.bigstonetherapies.com/.../watertown-llc/ (605) 753-5400					X	X	X
Bridgeway Counseling Center 600 4th Street NE Watertown, SD 57201	https://www.bridgewaycounselingcenter.com/ (605) 886-5262	X	X	X	X			
Brookings Health System 300 22nd Avenue Brookings, SD 57006	https://www.brookingshealth.org/ (605) 696-9000					X	X	X
Brookings School District 2130 8th Street South Brookings, SD 57006	Heather Asmussen (605) 696-4705 heather.asmussen@k12.sd.us	X	X	X				X
LifeScape (formerly CCHS) 2501 West 26th Street Sioux Falls, SD 57105	www.lifescapesd.org (605) 444-9700	X	X	X	X	X	X	X
Milbank School District 1001 East Park Avenue Milbank, SD 57252	Marie Ivers (605) 432-4393 marie.ivers@k12.sd.us	X	X	X				X
Northern Plains Psychological 405 8th Ave NW, Suite 333 Aberdeen, SD 57401	https://www.nppasd.com/ (605) 225-3622	X	X	X				
Prairie Lakes Healthcare 401 9th Ave NW Watertown, SD 57201	www.prairielakes.com/ (605) 882-7000					X	X	X
Sisseton School District 516 8th Ave West Sisseton SD 57262	Jennifer Heath (605) 698-7613 jennifer.heath@k12.sd.us	X	X	X				X
USD Center for Disabilities 1400 West 22nd Street Sioux Falls, SD 57105	www.usd.edu/.../Center-for-Disabilities (605) 357-1438			X	X	X	X	X
Watertown School District 216 10th Street SE Watertown, SD 57201	Jennifer Bollinger (605) 882-6399 jennifer.bollinger@k12.sd.us	X	X	X				X

IEE Form Letter

February 20, 2025

Dear Sir / Madam:

The Deuel School District has received your written request for an independent educational evaluation (IEE) for John Doe dated February 14, 2025. After reviewing it, our district intends to proceed by ensuring that John's IEE is conducted at public expense.

I have enclosed a copy of our entire IEE policy. I have also included a list of some independent examiners in the region. You may prefer to use a potential examiner who does not appear on our list. Please know that we would consider using other evaluators.

The skill areas listed below were measured during the evaluation you have disputed. At your earliest convenience please contact me at (605)783-3607 to clarify which skill area(s) you want reassessed and whom you would prefer to be the examiner(s).

<DELETE AND EDIT ITEMS FROM THIS LIST AS APPROPRIATE>

- ability
- achievement
- adaptive behavior
- audiological
- autism
- behavior
- braille
- developmental
- diagnosis of chronic or acute health condition
- fine motor
- functional behavior assessment (FBA) and behavior intervention plan (BIP)
- gross motor
- hearing screen
- observation
- ophthalmological
- orientation / mobility
- sensory
- social-emotional
- speech-language (articulation, fluency, language, and / or voice)
- transition
- vision screen
- visual motor

Sincerely,

Special Education Director

		Current pay	Proposed pay	Name	
1.3	Head Varsity Boys Basketball	3990	5499	Isaac	
1.3	Head Varsity Girls Basketball	4890	6669	Jon	
1.3	Head Gymnastics	3990	5499	Morgan	
1.3	Head Varsity Wrestling	4890	6669	Jerome	
1.3	Head Varsity Volleyball	4290	5889	Steph	
1.3	Head Varsity Football	4890	6864	Dusty	
1.3	Head Varsity Track	4890	7059	Brian	
0.75	Ass't Varsity Boys Basketball	3671	3960	Dusty	
0.75	Ass't Varsity Girls Basketball	3106	3285	Tony	
0.75	Ass't Varsity Wrestling	3445	3622.5	Nick	
0.75	Asst. Wrestling / Girls	0	3172.5		
0.75	Ass't Varsity Volleyball	3106	3285	Taylor	
0.75	Head Varsity Cross Country	3671	4072.5	Brian	
0.75	Head Varsity Golf	2993	3172.5	Matt	
0.75	Head Varsity Softball	3106	3285	Sarah	
0.75	Ass't Varsity Football	3671	3960	Kris	
0.75		3219	3397.5	Luke	
0.75		3106	3285	Hunter	
0.75	Ass't Varsity Gymnastics	2993	3172.5	Tessa	
0.75	Ass't Varsity Track	3671	3847.5	Jon	
0.75		3671	4072.5	Kim	
0.75		3219	3397.5	Billie Jo	
0.65	Annual	3182	3334.5	Karan	
0.65	C GBB				
0.65	C BBB				
0.65	C VB	2594	2749.5	Grace Konechne	
0.65	MS Wrestling	2692	2847	Mike Fokken	
0.65	MS Track	2986	3139.5	Kris	
0.65	MS Football	3182	3334.5	Jon	
0.65		2594	2749.5	Andrew	
0.65	MS Gymnastics				
0.65	MS Boys Basketball	3182	3334.5	Kris	
0.65		2594	2749.5	Braydon	
0.65	MS Girls Basketball	2594	2749.5	Hannah	
0.65		2594	2749.5	Alyssa	
0.65	MS Volleyball	2692	2847	Hannah	
0.65		2692	2847	Kea	
0.65	Ass't Golf	2986	3139.5	Lynn	
0.65	FFA	2070	2847	Taylor	
0.65	HOSA Advisor	798	2749.5	Katie	
0.5	Plays (each)	2295	2415	Karan	
0.5	Ass't Softball				
0.5	E-Sports	2145	2265	Mike	

0.5	Head Oral Interp.	2295	2415	Karan	
0.5	Musical Director	0	2190	Liz Billups	
0.5	MS Golf	0	2115		
0.5	Ass't Cross Country	2145	2265	Billie Jo	
0.4	MS Vocal Music				
0.35	Ass't Oral Interp.				
0.3	Head School Vocal Music	4160	1494	Doug	
0.3	Instrumental Music	4032	1269	Ginger	
0.3	Student Council Advisor (MS & HS each)	1197	1314	Sara	
0.3		1197	1269	Alyssa	
0.3	BB Cheerleading Coach	1197	1269	Hallie	
0.3	FB Cheerleading Coach	1197	1269	Hallie	
0.3	MS Concessions	798	1269	Melanie	
0.3	Educators Rising	0	1269	Taylor	
0.25	One Act Play	998	1095	Liz Billups	
0.25	National Honor Society Advisor	858	1132.5	Kim	
0.25	Jr. Class Fundraising/Prom	798	1057.5	McKensey	
0.25	Sr. Class Advisor	414	1095	Karan	
0.25	Homecoming Advisor	0	1057.5		
0.25	Key Club	0	1057.5	Taylor	
0.2	MS Oral Interp.				
0.2	MS Science Fair	798	846	Alyssa	
0.2	Art Club				

	$144,434.00	$172,731.00
Difference:		$28,297.00

Proposed Changes Made:

Formula from 0.085 to 0.9
Head School Vocal Music from 0.85 to 0.3
Instrumental Music from 0.85 to 0.3
Asst Golf from 0.5 to 0.65
Add MS Golf at 0.5
FFA from 0.5 to 0.65
NHS Advisor from 0.2 to 0.25
Jr. Class Fundraising/Prom from 0.2 to 0.25
MS Concessions from 0.2 to 0.3
HOSA Advisor from 0.2 to 0.65
Sr. Class Advisor from 0.1 to 0.25
Homecoming Advisor from 0.3 to 0.25
Add Asst Wrestling/Girls Coach at 0.75
Head Coaches from 1.0 to 1.3

New Extra Duty Salary

Extra Duty Rate	0.09
Base Teacher Salary	47000
Extra Duty Base	4230

	0 to 2	3 to 5	6 to 8	9 to 11	12 to 14	15 to 17	18 to 20	21 to 23	24 to 26	27 to 29	30+
1.3	5499	5694	5889	6084	6279	6474	6669	6864	7059	7254	7449
1	4230	4380	4530	4680	4830	4980	5130	5280	5430	5580	5730
0.85	3595.5	3723	3850.5	3978	4105.5	4233	4360.5	4488	4615.5	4743	4870.5
0.75	3172.5	3285	3397.5	3510	3622.5	3735	3847.5	3960	4072.5	4185	4297.5
0.65	2749.5	2847	2944.5	3042	3139.5	3237	3334.5	3432	3529.5	3627	3724.5
0.6	2538	2628	2718	2808	2898	2988	3078	3168	3258	3348	3438
0.5	2115	2190	2265	2340	2415	2490	2565	2640	2715	2790	2865
0.4	1692	1752	1812	1872	1932	1992	2052	2112	2172	2232	2292
0.35	1480.5	1533	1585.5	1638	1690.5	1743	1795.5	1848	1900.5	1953	2005.5
0.3	1269	1314	1359	1404	1449	1494	1539	1584	1629	1674	1719
0.25	1057.5	1095	1132.5	1170	1207.5	1245	1282.5	1320	1357.5	1395	1432.5
0.2	846	876	906	936	966	996	1026	1056	1086	1116	1146
0.1	423	438	453	468	483	498	513	528	543	558	573

DEUEL SCHOOL BOARD 6.8.26 SUPERINTENDENT'S REPORT

- Staffing
    - HS Science-
    - POS Operator/Cook-
    - Custodian-
    - Paraprofessionals-
    - Extra Curricular-
- Gymnastics Coop update-
- Studer-June 2nd Recap-
    - Contract-Ends June 30th-
- Lockdown Recap-

UPCOMING EVENTS

- Next Board Meeting-, July 13th, 6pm

MS/HS Principal Board Report

- Graduation
- 8th Grade Citizenship Award
    - Huxley Hennings
    - Arianna Smith
- ACT Score Recalculation
- Handbook Updates

I. Elem. Principal
   a. May Student of the Month
      - K - Logan Haas
      - 1st - Gus Seuser
      - 2nd - Jocelyn Hoaglan
      - 3rd - Kaylee Kloos
      - 4th - Hattie Seuser
      - 5th - Raychel Bolden

   b. May Cardinal Card Winners
      - Mackenzie Hodge
      - Payton Broksieck
      - Willow Kuipers
      - Weston Mayer
      - Willow Martinmaas

      - End of the year $25 Amazon Gift Card Winner – Gracie Severson

   c. Elementary Handbook – first reading

II. Athletic Director

Congratulations to the following for qualifying for the state golf meet.
Girls: Claryssa Hanson
Boys: Gavin Maaland and Emmett Schwiesow
State Golf was held in Brookings on June 1st and 2nd

Congratulations to the state track qualifiers!
100
Girls: Addison Timmons, Alayna Carlson and Sophie Trupe
Boys: Oliver Fieber, Gavin Kloos, and Axel Gallardo
200
Girls: Addison Timmons and Alayna Carlson
Boys: Oliver Fieber and Gavin Kloos
1600
Boys: Tyson Hagberg
3200
Boys: Tyson Hagberg and Shyla Tvedt

400 relay
Girls: Addison Timmons, Sophie Trupe, Laycee Anderson, Alayna Carlson
Boys: Axel Gallardo, Gavin Kloos, Brock Johnson, Oliver Fieber, ALT Chris Gallardo
800 relay
Boys: Axel Gallardo, Gavin Kloos, Brock Johnson, Oliver Fieber, Alt Chris Gallardo
3200 Relay
Boys: Levi Peterson, Sutton Benck, Tyson Hagberg & Caden Hourigan
Medley
Boys: Axel Gallardo, Brock Johnson, Sutton Benck, Tyson Hagberg. Alt Caden Hourigan and Malaki Maskovich
Javelin
Boys: Owen Haas
Shot Put
Girls: Camdyn Peterreins
Pole Vault
Girls: Hanna Cutshaw, Lauryn Peterreis, and Riely Bass
Boys: Malakai Maskovich and Gavin Mattson

State Track Places
State placers:
Hannah Cutshaw - 3rd Pole Vault
Lauryn Peterreins - 5th Pole Vault
Oliver Fieber - 1st 100 meters
Oliver Fieber - 1st 200 meters
Boys 4x100 relay 2nd
(Axel Gallardo, Gavin Kloos, Brock Johnson, Oliver Fieber)
Boys 4x200 relay 1st
(Axel Gallardo, Gavin Kloos, Brock Johnson, Oliver Fieber)

Business Manager Board Report

2026-2027 Budget
Hourly Agreements
Procurement Review
SDRS Compliance Audit
2026 ASBSD-SASD Convention – August 6th & 7th in Sioux Falls
Renewable Facility Tax

Northeast Educational Services Cooperative
Advisory Board Meeting
Wednesday, May 6, 2026

The Advisory Board for the Northeast Educational Services Cooperative (NESC) met Wednesday, May 6, 2026 at HyVee in Watertown, South Dakota. The meeting was called to order by Chairman C. Lee at 10:00 A.M. and adjourned at 10:34 A.M.

Present: Brian Sampson, Arlington; Steve Benson, Britton-Hecla; Travis Ahrens, Clark; Abi Van Regenmorter, DeSmet; Chad Schiernbeck, Deuel; Kory Foss, Elkton; Mitch Reed, Florence– entered at 10:06 A.M.; Jim Hulscher, Hamlin; Todd Obele, Henry; Mike Ruth, Iroquois; Laura Schuster, Sioux Valley; Scott Lepke, Waubay; Chris Lee, Willow Lake

Absent: Angela Keszler, Castlewood; Skyler Frederick, Deubrook; Nadine Eastman, Enemy Swim; Paul Von Fischer, Estelline; Dana Felderman, Lake Preston; Dawn Hoeke, Oldham/Ramona/Rutland (ORR); Christopher Folk, Rosholt; Mike Schmidt, Summit; Jon Meyer, Waverly/South Shore; Jim Block, Webster; Nicholas Olson, Wilmot

Others Attending: Anneke Nelson, Director; Tiffany Stormo, Business Manager; Assistant Director Tim Frewing; & Hunter Lee, Business Manager

ADVISORY BOARD AGENDA

Call to Order

Chairman C. Lee called the meeting to order at 10:00 A.M.

Approval of Agenda

Motion by S. Lepke and second by T. Ahrens to approve the agenda as presented. All present voting in favor, motion carried.

Introduction of New Business Manager

Hunter Lee introduced himself and gave a brief background about himself.

Financial Report

Business Manager Stormo reviewed the financial report for March 2026.

Motion by B. Sampson and second by J. Hulscher to approve March 2026 financial report. All present voting in favor, motion carried.

Board of Directors

Director Nelson reviewed the April 2026 BOD meeting minutes.

Discussion of FY27 Preliminary Report

Business Manager Stormo reviewed the FY27 preliminary budget

NESC Contract Negotiations

Director Nelson informed the board on how the current contact negotiations are going. As well as updated the board with the possibility new changes in the negotiation structure for next year.

NESC Staffing for 26-27

Director Nelson gave an update on staffing. Director Nelson informed the board that an OTA will be on maternity leave from Sept. to mid-November.

NESC Professional Development and District Supports for 26-27

Director Nelson informed the board of future training sessions to help administration, new users, & refresh others on sped forms. The some trainings will be held virtually and will be free for those attending. On-site training will be held 8/14, 12/18, and 4/16.

Collection of IDEA Application

IDEA information is due to NESC by June 24, 2026.

Recognition of Service

Director Nelson recognized those that will be leaving NESC and thanked them for all the services that they contributed to.

Election of Chair and Vice Chair for 26-27 School Year

Motion by C. Schiernbeck and second by J. Hulscher to approve nomination of Chris Lee as Chairperson. All present voting in favor, motion carried.

Motion by A. Van Regenmorter second by B. Sampson to approve nomination of Dana Felderman as Vice Chairperson. All present voting in favor, motion carried.

Election for School Representative for the Board of Directors

Motion by T. Obele second by M. Ruth to approve nomination of Scott Lepke to represent small schools. All present voting in favor, motion carried.
Motion by S. Lepke second by A. Van Regenmorter to approve nomination of Brian Sampson to represent medium schools. All present voting in favor, motion carried.
Motion by S. Lepke second by M. Reed to approve nomination of Travis Ahrens to represent large schools. All present voting in favor, motion carried.

July Meeting

The board decided that they will be a July meeting with discussion of date meeting to be held at another time.

Open Discussion

There was an open discussion on current schools special education student to teacher ratio.

Adjournment

There being no further business, motion by J. Hulscher, second by B. Sampson to adjourn. All present voting in favor, motion carried.

Tiffany Stormo & Hunter Lee Business Managers

Northeast Educational Services Cooperative
Board of Directors Meeting
Monday, May 18, 2026

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, May 18, 2026, via Zoom and at Lake Area Technical College in Watertown, SD. The meeting was called to order by President Schuurman at 7:06 P.M. and adjourned at 8:03 P.M.

Members Present

In-Person:
Alisha Nielsen, Castlewood; Shane Roth, DeSmet; Arend Schuurman, Elkton; Audrey Rider, Henry; Lisa Amdahl, Summit; Penny Thyen, Waverly/South Shore

Zoom:
Megann Murphy, Arlington; Lacey Ortberg, Clark; Tara Abraham, Hamlin; Carrie Schiernbeck, ORR; Diana LeClair, Rosholt; Jayme Trygstad, Sioux Valley; Cory Zirbel, Waubay; Tia Felberg, Willow Lake

Absent:

Heather Landreth, Britton/Hecla; Amy Otten, Deubrook; Wade Gubrud, Deuel; Skyman Redday, Enemy Swim Day School; Trish Schwartz, Estelline; Jon Kahnke, Florence; Greg Bich, Iroquois; Sterling Eschenbaum, Lake Preston; Nick Fosheim, Webster; Jacque Cameron, Wilmot

NESC Staff Representatives: Stephanie Hayunga (Z) (arrived at 7:16), Brenda Boyd (Z), Teresa Landmark (Z), Shelly Skogstad (Z)
Member District Superintendents: Brian Sampson, Arlington (Z); Travis Ahrens, Clark; Todd Obele, Henry
NESC Administration: Anneke Nelson, Director; Tiffany Stormo, Business Manager; Hunter Lee, Business Manager; Tim Frewing, Assistant Director
Other: Bre Schwandt (Z) (Left at 7:47)

Call to Order

President Schuurman called the meeting to order at 7:06 P.M.

Introduction of Guests

Brian Sampson, Travis Ahrens, Bre Schwandt, Stephanie Hayunga, Brenda Boyd, Teresa Landmark, and Shelly Skogstad were introduced as guests.

Agenda Review, Changes, and Approval

Action #26-70 Motion by A. Nielson, seconded by J. Trygstad, to add agenda items 7I (Approve Amy Welsh contract Paraprofessional Webster $21/hr), 7J (Approve Big Stone Therapy contract for OTA coverage), 8I (Update bank signature cards), and 10a (Approve authorized signature cards). All present voted, motion carried unanimously.

Public Comment

No public comments were made.

Conflict of Interest

No conflicts of interest were presented.

Financial Report

Action #26-71 Motion by S. Roth, seconded by A. Rider, to approve the financial report for the period ending April 30, 2026. All present voted, motion carried unanimously.

	General Fund	Special Education Fund	Agency Fund
April 1, 2026	**$250,081.58**	**$961,776.84**	**$15,739.48**
Receipts:			
Local Sources	$136,174.12	$356,552.04	$2,307.47
State Sources		$99,684.57	
Federal Sources		$173,691.00	
Other			
Total Monthly Receipts	$136,174.12	$629,927.61	$2,307.47
Balance Forward	$386,255.70	$1,591,704.45	$18,046.95
Manual Journal Entries			
Less Salaries	$4,404.69	$451,717.88	
Less Disbursements	$13,381.91	$174,681.58	$1,739.97
Total Salaries & Disbursements	$17,786.60	$626,399.46	$1,739.97
Ending Cash Balance April 30, 2026	**$368,469.10**	**$965,304.99**	**$16,306.98**

Consent Agenda

Action #26-72 Motion by L. Amdahl, seconded by C. Zirbel to approve Consent Agenda items: 7a) April 20, 2026 Meeting Minutes; 7b) May 2026 Budget Claims; 7c) PD by Optimistic Teaming ($9,045.00); 7d) Morgan Odegaard Resignation; 7e) Mychelle Donelan ESY Contract ($21.50/hr); 7f) Tami Steffensen ESY Contract ($18.00/hr); 7g) Shari Peckenpaugh ESY Contract ($23.00/hr); 7h) Chantel Duerre Contract (.6 at $32,610.00); 7i) Amy Welsh contract for Webster paraprofessional, ($21/hr); 7j) Big Stone Therapy OTA Contract (maternity coverage). Votes: A. Nielsen, Yes; S. Roth, Yes; A. Schuurman, Yes; A. Rider, Yes; L. Amdahl, Yes; P. Thyen, Yes; M. Murphy, No; L. Ortberg, Yes; T. Abraham, Yes; C. Schiernbeck, Yes; D. LeClair, Yes; J. Trygstad, No; C. Zirbel, Yes; T. Felberg, Yes. All present voted; motion failed.

Consent Agenda 2

Action #26-73 Motion by S. Roth, seconded by J. Trygstad to remove 7f) Tami Steffensen ESY Contract ($18.00/hr) and approve Consent Agenda items: 7a) April 20, 2026 Meeting Minutes; 7b) May 2026 Budget Claims; 7c) PD by Optimistic Teaming ($9,045.00); 7d) Morgan Odegaard Resignation; 7e) Mychelle Donelan ESY Contract ($21.50/hr); 7g) Shari Peckenpaugh ESY Contract ($23.00/hr); 7h) Chantel Duerre Contract (.6 at $32,610.00); 7i) Amy Welsh contract for Webster paraprofessional, ($21/hr);; 7j) Big Stone Therapy OTA Contract (maternity coverage). Votes: A. Nielsen, Yes; S. Roth, Yes; A. Schuurman, Yes; A. Rider, Yes; L. Amdahl, Yes; P. Thyen, Yes; M. Murphy, Yes; L. Ortberg, Yes; T. Abraham, No; C. Schiernbeck, Yes; D. LeClair, Yes; J. Trygstad, Yes; C. Zirbel, Yes; T. Felberg, Yes. All present voted, motion carried.

April 2026 Accounts Payable

GENERAL FUND: AUTOMAXX CDJR, INC. FLEET MAINT 805.20; AXESS COOPERATIVE FLEET MAINT 321.08; BINDE, GERALDINE O&M SUPP 0.67; CENEX FLEETCARD FLEET MAINT 8,497.07; DUST TEX SERVICE, INC. APRIL RUG USE 6.70; EINSPHAR AUTO PLAZA INC. FLEET MAINT 312.50; EMC INSURANCE ADD VEH COV 2.40; HAHLER AUTOMOTIVE FLEET MAINT 154.33; HAMLIN COUNTY FARMERS COOP FLEET MAINT 242.15; HEGGELUND, NICOLE ADVANCE STUDY 40.00; HEYNER WELDING INC. FLEET MAINT 204.82; KSB SCHOOL LAW SCHOOL MATTERS 20.16; LEE, HUNTER BACKGROUND CHECK 24.58; MINERT & ASSOCIATES, INC DRUG TESTING 971.00; NESC PAYROLL MAY 2026 4,412.09; ROB'S AUTO REPAIR FLEET MAINT 181.05; SINNER AUTO FLEET MAINT 905.05; SMITH, BARTON FLEET MAINT 669.50; STORMO, TIFFANY REIMB MILEAGE 35.59; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 2.65; WEBSTER AUTO CARE FLEET MAINT 942.48

GENERAL FUND TOTAL: $18,751.07

SPECIAL EDUCATION FUND: BINDE, GERALDINE O&M SUPP 7.66; CASTLEWOOD SCHOOL DISTRICT APRIL PLC USE FEE 1,666.17; DUBRO, ANGEL MILEAGE REIMB 48.24; DUST TEX SERVICE, INC. APRIL RUG USE 77.10; EMC INSURANCE ADD VEH COV 27.60; HAMLIN SCHOOL DISTRICT APRIL PLC USE FEE 1,562.03; HAYUNGA, STEPHANIE AOTA DUES 234.00; HEGGELUND, NICOLE ADVANCE STUDY 460.00; KSB SCHOOL LAW SCHOOL MATTERS 231.84; LAKE PRESTON SCHOOL DISTRICT APRIL PLC USE FEE 624.81; LEE, HUNTER BACKGROUND CHECK 282.70; PARENT APRIL 2026 REIMB MILEAGE 152.76; NESC PAYROLL MAY 2026 444,497.22; NELSON, JULIE REIMB MILEAGE 442.87; SD DEPT. OF EDUCATION REIMB ED SPEC 71,157.13; STORMO, TIFFANY REIMB MILEAGE 409.29; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 163.00; WATERTOWN CURRENT LLC MINUTES 95.16; WEBSTER SCHOOL DISTRICT APRIL PLC USE FEE 1,457.90

SPECIAL EDUCATION FUND TOTAL: $523,597.48

Discussion Items

FY 27 Preliminary Budget

Business Manager Stormo provided an update on the FY 27 budget status.

Assistant Director's Report

Assistant Director Frewing updated the board on staffing and additional training for new and current staff.

Director's Report

Director Nelson gave an update on the new technology improvements for FY 27.

Board of Advisors Report

Director Nelson reviewed the BOA meeting minutes from the May 6, 2026, meeting.

Article III. (Leave policy, Other Classified Staff) – First Reading

Assistant Director Frewing updated the board on the proposed changes in policy language.

Article VI (Drug and Alcohol Policy) – First Reading

Assistant Director Frewing updated the board on the proposed changes in policy language.

Article XIV (Business Credit Card Policy) – First Reading

Assistant Director Frewing updated the board on the proposed changes in policy language.

Article XVI (Non-Fixed Asset Inventory) – First Reading

Assistant Director Frewing updated the board on the proposed changes in policy language.

Update Signature Cards

Chairperson Schuurman discussed removing Tiffany Stormo and adding Hunter Lee to signature cards.

Executive Session

Action #26-74 Pursuant to Negotiations – SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives. Motion by S. Roth, seconded by A. Rider, to enter executive session at 7:47 P.M. All present voting in favor, motion carried unanimously.
President Schuurman declared the board out of executive session at 8:01 P.M.

Action Items

Approval to update signature cards

Action #26-75 Motion by L. Amdahl, seconded by S. Roth, to remove Tiffany Stormo and add Hunter Lee to bank signature cards. All present voted, motion carried unanimously.

Adjournment

Action #26-76 With there being no further business, motion by A. Nielsen, seconded by J. Trygstad, to adjourn. All present voted, motion carried unanimously.

The NESC Building Committee will meet prior to the June Board Meeting at 6pm at LATC or via the virtual link.
The next meeting will be held on June 15th, 2026, at 7:00 p.m. at LATC.

_____ _____

Arend Schuurman, President **Hunter Lee, Business Manager**