

BOARD OF EDUCATION
MINUTES

The School Board of the De Smet School District #38-2 of Kingsbury County, SD convened pursuant to due notice at 5:30 PM on January 9th, 2023 in the high school library. Those in attendance were Pres. Shane Roth, Vice-Pres. Barb Asleson, Jared Tolzin, Evan Buckmiller. Norm Koehlmoos was absent. Administrators present were Supt/Elem Princ. Abi Van Regenmorter and Bus. Mgr. Susan Purintun. Visiting by conference call were Amy Halverson of the Kingsbury Journal and DTO representative Brandon Vockrodt.

Public participation: None

Agenda: On motion by J. Tolzin, seconded by E. Buckmiller to adopt the proposed agenda with no changes. All voting “aye”, motion carried.

Delegations: There were no delegations present.

Conflicts of Interest: No Conflicts of interest were presented.

Consent Agenda: On motion by B. Asleson, seconded by E. Buckmiller and unanimously carried to approve the consent agenda including the minutes from the regular meeting of Dec. 12th, School Board election date of June 20th, 2023, the financial report for the period of December 1st through December 31st, 2022, the bills presented for payment, approval of adjustment of advance fund to \$15,000, Approval of open enrollment for student A; the fuel escalation quotes listed after the financial report for the months of January, 2023 through June, 2023;

GENERAL FUND: Revenue – Ad Valorem Tax 60,295.99, Pen&Int 389.13, Interest 263.29, Admissions 2722.64, Co.Apport 1836.31, State Aid 112,980.00

Disbursements – 29,396.95, December Payroll 210,256.28

TOTAL GENERAL FUND CASH BALANCE – 1,449,956.74

CAPITAL OUTLAY FUND: Revenue – Ad Valorem Tax 56,335.10, Pen&Int. 360.55,

Disbursements – 22,303.40

TOTAL CAPITAL OUTLAY FUND CASH BALANCE – 1,544,017.26

SPECIAL EDUCATION FUND: Revenue – Ad Valorem Tax 28,168.25, Pen&Int 180.27,

Disbursements – 23,990.42, December Payroll 41,151.95

TOTAL SPECIAL EDUCATION FUND CASH BALANCE – 331,996.12

BOND REDEMPTION FUND: Revenue – none

Disbursements – 1000.00

TOTAL BOND REDEMPTION FUND CASH BALANCE – 521,368.56

CAPITAL PROJECTS FUND: Revenue – Interest 9953.59

Disbursements – 511,756.49

TOTAL CAPITAL PROJECTS FUND CASH BALANCE: \$7,813,247.64

FOOD SERVICE FUND: Revenue – Sales to Pupil 2402.60, Sales to Adults 8.00, Meals paid by District 1840.00; Other Sales 211.31, Fed Reimb 8431.04

Disbursements –14,810.34, December Payroll – 10,490.66

TOTAL FOOD SERVICE FUND CASH BALANCE – 2104.28

TOTAL ENTERPRISE FUND CASH BALANCE - \$4180.14

TRUST AND AGENCY FUND: Revenue – 80,795.61

Disbursements – 69,561.05

TOTAL TRUST AND AGENCY FUND CASH BALANCE – 107,498.59

Fuel Escalation Quotes: (*denotes low quote) January 1st through June 30th, 2021.

Diesel Fuel – The Main Stop – Cost plus 30 cents; Rich’s Gas ‘n Service – Cost plus 28* cents

Ethanol Fuel – Rich’s Gas ‘n Service – Cost plus 29 cents; The Main Stop – Cost plus 28* cents

No quotes received from The Cowboy Country Store.

GENERAL FUND: A-OX Welding Supply Co, Vo-Ag Supp 254.95; Advance Fund, M.Luethmers Coaching Cert 70, N.Berg Reimb Bckgr check 53.25, D.VanRegenmorter Reimb Cust Supp 23.86, L.Holt, TLA Travel 208.19, A.VanRegenmorter Reimb CTE Travel 106.18, T.Duffy Off BBB 90, R. Hageman Off BBB 90, P.Entringer Off BBB/Trav 155.28, K.Vockrodt Reimb Inst Music 43.99, K. Vockrodt Reimb LP Travel 221.34, M.Clark Off DBLHDR/Travel 158.66, M.Ruth Off BB DBLHDR 125, G.Blue Off BB DBLHDR 125, J.Benning Off BB DBLHDR/Trav 170.90, A.Benning-Simpson Off BB DBLHDR 125, G. Duffy Off BB DBLHDR 125, J. Stofferahn Art Travel 300.39, S. Purintun Reimb postage 9.90, M. Clark Off BB DBLHDR/Trav 158.66, M. Ruth Off BB DBLHDR 125, G.Blue Off BB DBLHDR 125, D.VanRegenmorter Reimb Cust/Bldg Supp 318.42, L. Holt Reimb OI Stat Travel 24.16, W. Edleman Reimb Presch supp 41.52, D.Bettin Reimb AD Trav 208.06, Colman HS, XC Region Fee 130.94, ADD ADV. Funds 10,000; Total Adv Fund General Fund 13,333.70; Auto Bldg Cont, Alarm System Maint CT 782; Century Bus Prod Maint. 727.22; City of De Smet, Bus Gar Utilities 52.91, Bldg Utilitiis 437.38 Total 490.29; Colonial Research, Ice/Snow Removal Chem 1150.55; Cook’s Wastepaper/Recycling, Utilities 1723.74; Culligan Utilities 46; Dakota Mailing, Off Supp 215.21; De Smet School Food Serv, Reim Adult meals 913.25; Foreman Sales and Serv, Trans Repairs 122.64; Hillyard, Cust Supp 1420.39; JW Pepper, Instr MS Music 127.38, Voc Music Show Choir 171.96 Total JW Pepper 299.34; Kingsbury Electric, Trans communications 59.67; NAPA Auto parts 794.29; Nebraska Scientific, MS Science Supp 191.36; NESC Gen Services 35.01; NW Pub Serv, Bus Garage Utilities 238.70, Bldgs Utilties 6216.41 Total 6455.11; Office Peeps, Copier Supplies 986.40; OtterTail Power, Bus Gar Utilities 185.87, Ath Fd Utilities 143.17, Bldg Utilities 7108.88 Total Otter Tail Power 7437.92; Pitney Bowes Global, Postage 146.10; Quality Inn/Suites, All State Chorus Trav 570; Rich’s Gas ‘n Service, Fuel 321.23; SASD, Reg Fees 44; Trustworthy Hardware, Cust Supp 24.30, Trans Supp 116.28 Total 140.58; Ultra Connecting Point, Maint Tech 138.75, Maint Digital 374.95 Total 513.70; Valley Fibercom, Ath Fd. Aerv 66.98;

TOTAL GENERAL FUND INVOICES 39,241.63

CAPITAL OUTLAY FUND: Adv.Fd, E.Albrecht Reimb College Text 241.36 Total Adv Fd 241.36; Morgan Rolling Flags, Gym Supplies 6743.41; SD Federal Property Agency Used Saxophone 225; Starfall Education, Elem Software 355;

TOTAL CAPITAL OUTLAY FUND INVOICES \$7564.77

SPECIAL EDUCATION FUND: Mitchell School Dist, Out of Dist Tuition 945; NESC, CB Tuition 5262.37, Early Childhood 568.17, Psychologist 999.66, Speech Pathologist 1627.36, Physical Therapy 422.05, Occupational Therapy 739.03

Total NESC 9618.64 **TOTAL SPECIAL EDUCATION FUND INVOICES 10,563.64**

BOND REDEMPTION FUND: First Bank and Trust, Interest 143,379.17, Fiscal Fee 350 **TOTAL BOND REDEMPTION FUND INVOICES 143,729.17**

CAPITAL OUTLAY PROJECTS FUND: Foerster Testing Limited, Soil Testing 5612.50; WS Construction LIW Project #3 141,945.70 **TOTAL CAPITAL OUTLAY PROJECTS FUND INVOICES 147,558.20**

FOOD SERVICE FUND: CASH-WA of Fargo, Supplies 153.81, Food 5682.19 Total 5836.00; Child and Adult Nutrition 306.04; East Side Jersey Dairy 763.60; Maynards Food Center, Food 168.10; Performance Food Service Supplies 49.20, Food 2407.72 Total 2456.92; **TOTAL FOOD SERVICE FUND INVOICES 9530.66**

All members present voting “aye”, motion carried.

NESC Report: Mrs. Asleson reported that both November and December meetings were routine business for the Cooperative.

Education Foundation: No Report

Legislative Report: Pres. Roth noted that the legislative session begins January 10th, 2023. Board members can keep informed on educational bills through the ASBSD website and bill tracking.

Buildings and Facilities Report: The board was given an update on the LIW project. Foundation work continues after a few weeks of being idle due to the sub-zero temps and winter storms. Cement is being poured and hopefully leveling of the dirt piles along with site cleanup until full construction can resume again in a few months when spring temperatures return. The City Council will be holding their regular city meeting on Weds, January 11 with the District's request on the agenda for a portion of the alley to be vacated for playground purposes.

Supt. Abi invited board members to accompany her and Mr. Van Regenmorter to Shakopee, MN on Friday, February 13th, to do further research and look at an electric bus' with the Lions Company. The District will need to submit a purchase order by mid-April to receive funding through federal grant that was awarded last fall. This company's price quotes are in line with the grant and also have many years of experience with electric buses as they originated out of Canada and are now opening and operating facilities in the lower United States with high recommendations.

Principal's/AD Report: Supt. Abi reported that mid-year testing is currently taking place at the elementary level. Regional Inservice will take place here in De Smet on February 17th with five other school districts attending.

The board heard to date, there have been 3 late starts, 5 snow days and 1 early dismissal due to inclement weather and road issues.

Principal Bettin was not present to give his report, but board members were sent an update through their board packets.

Teacher Report: Brandon Vockrodt noted that the new semester for the MS/HS students started today. His own schedule is shifting a bit with a computer/technology class also beginning. Jennifer Stofferahn, District art instructor, has students who are participating in an art show at Lake Preston High School during their basketball game this evening. Pres. Roth and Mr. Vockrodt discussed what this segment of the agenda would look like going forward, noting that the board would have the opportunity to have teacher's give a few minutes presentation of what students are learning in class time and projects they are working on that they may not normally hear about.

E-Learning Days in lieu of snow days: A draft of a structure for e-learning snow days was sent to the board members for their review. Staff members along with principal Bettin will work through expectations for all staff, students and parents during the Friday, Jan. 13th In-service. Mr. Bettin has experience with e-learning as it was used in previous school district's that he was employed at. There is a learning curve with using e-learning and ensuring it is a productive substitute for in-person instruction. Assignments will not introduce new material but will work on classroom fundamentals and review work. Elementary students will have packets that will go home with them to be put aside in the event of a snow day(s). The assignments will also be accessible electronically from classroom teachers. There will be a letter that goes home asking parents to not allow students to work ahead. Middle and high school students will log on to Google Classroom after 9 AM where teachers will post assignments. Students will be reminded to take Chromebooks, chargers and other materials home every day, especially when winter weather is predicted. Paraprofessionals will assist and be in contact with students assigned by their supervising teachers. Paras and admin assistants will be paid 5 hours per snow day when participating with e-learning instruction. Students will also be given 3 days to complete assignments as the district is aware that students are involved with snow removal and care of livestock during winter storms. The board discussed that while this is an option to help with snow days in the future, they also

realize that this is not a fit if more than a few days are missed in a row and in person instruction needs to take place to ensure students receive full academic experiences.

Motion to approve the following polices: Motion by E. Buckmiller, seconded by B. Asleson to approve t
GBI: Staff Gifts and Solicitations

GIFTS

Staff may accept simple remembrances expressive of gratitude from students, parents/guardians, or parent groups. However, employees may not accept any gift or favor that might impair or appear to influence professional decisions or actions. Failure to comply may result in disciplinary actions, up to and including termination. Gifts of substantial value (i.e., \$50 or higher) is discouraged. However, any employee receiving a gift with an estimated value in excess of \$50 shall report it to the Business Manager.

Suppliers, contractors, and others doing or seeking to do business with the District shall be discouraged from giving gifts to school employees. Any employee receiving a gift from a vendor, contractor, or supplier with an estimated value in excess of \$50 shall report it to the Business Manager.

SOLICITATIONS

The Superintendent or Superintendent's designee must approve each solicitation that is to be permitted in the schools. No organization may solicit funds of staff members while on school grounds, nor may anyone distribute flyers or other materials related to fund drives through schools, without the approval of the Superintendent or the Superintendent's designee.

Employees will not be engaged in the sale of products to the schools, even if the proceeds of such sales are intended for charitable or civic purposes, nor will staff members collect any money or distribute any fund-raising literature, without the express approval of the Superintendent or the Superintendent's designee.

Information and activities related to public solicitations and advertising are handled in accordance with Policy KI (Public Solicitations, Bingo and Lotteries, and Advertising in the Schools).

AEA: Tobacco and Vaping Free Schools

The 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, distribution, sale or promotion of tobacco or vaping product on school property by students, employees, vendors, visitors and invitees is prohibited. Students and employees are also prohibited from using, possessing, distributing, selling or promoting tobacco or a vaping product 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. "Vaping product" includes e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, advanced personal vaporizer, vape mod, or similar product or device that may be used in any manner for the purpose of containing or delivering nicotine or any other substance by means of inhaling vapor or aerosol from the product. The term also includes any vapor cartridge or other container that is intended to be used with or in such device;
3. "School property" means all district-owned, rented or leased buildings, grounds and vehicles;

4. "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;
5. "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.

* A student in violation of this policy, first offense, shall be required to complete a written assignment. The assignment is for the purpose of helping the student understand the consequences of tobacco use. It shall be given to the building principal or principal's designee, will be grade appropriate for purposes of length and content, and may include, but is not limited to, research on South Dakota QuitLine. Students violating this policy on subsequent occasion(s) shall be subject to disciplinary action pursuant to district policy. 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.

JFC: Student Conduct

Students in the District are expected to act in an appropriate and responsible manner. Such behavior will reflect favorably on the student and on the school, will show consideration for other students, and will create a positive school environment in which to learn and work. All students have individual responsibilities and obligations in their conduct toward other people and with respect to property. Examples of student conduct on school grounds, on school buses or at school activities which will subject a student to suspension, expulsion or other disciplinary action, and which may be reported to the legal authorities and subject to legal consequences, include, but are not limited to:

1. Causing or attempting to cause damage to school property, or stealing or attempting to steal school property.
2. Causing or attempting to cause damage to private property, or stealing or attempting to steal private property.
3. Causing or attempting to cause physical injury to another person except in self-defense, or threatening to do so.
4. Assault or threatening a student or staff member with bodily harm.
5. Possession of any firearm, knife, explosive or other weapon or dangerous object.
6. Possession, use, or being under the influence of any controlled drug or substance without a physician's prescription.
7. Possession, use or under the influence of alcohol or illegal drug or substance.
8. Possession or use of any tobacco product or vaping product.
9. Making false fire alarms or bomb threats or similar threats.
10. Cheating (including plagiarism) with respect to school work or tests.
11. Inappropriate use of computers, networks, Internet, Distance Learning, etc.
12. Using lewd, profane or obscene language, displaying lewd, profane or obscene language or pictures, or lewd or indecent exposure.
13. Sexually harassing any other person.
14. Defying the valid authority of school employees.
15. Conduct in a classroom, hallway, or any other location on school property or on a school bus which is disruptive.

16. Harassment (including hazing) of any other student or staff member of the School District or any other person who is on the property of the School District.
17. Bullying
18. Racial or ethnic slurs.

Copies of this policy shall be made available to parents and to all students, either through being reprinted in student handbooks or through some other means.

BB: School Board Legal Status

The School Board derives its authority from the Constitution of the State of South Dakota, from the acts of the State Legislature, the electorate of the district and the regulations of the South Dakota Board of Education Standards and State Board of Technical Education. As expressed in the law, the Board is the governing board of a school district, and is created ". . . for the purpose of organizing, maintaining, and locating schools and for providing educational opportunities and services for all citizens residing within the school district." The Board will consist of five members, elected at large by the registered voters of the district. Except as otherwise provided by law, Board members will hold office for terms of three years.

IGBC: English Learner Instruction

The School Board will provide a program of language instruction to students who are English learners. Student participation in any language instruction program or instruction in English as a second language is voluntary and requires written parental permission. Students who meet any one or more of the following criteria shall be identified as English learners:

A student who:

1. Was not born in the United States or whose native language is a language other than English and comes from an environment where a language other than English is dominant.
2. Is a Native American or Alaskan Native or who is a native resident of the outlying areas and comes from an environment where a language other than English has had a significant impact on the student's level of English language proficiency.
3. Is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant.
4. Who has sufficient difficulty speaking, reading, writing, or understanding the English language and whose difficulties may deny such individual the opportunity to team successfully in classrooms where the language of instruction is English or to participate fully in our society.

TUTORIAL PROGRAMS

Students who are certified to receive educational services through the State Migrant Education Department in cooperation with the State Department of Education are offered 30-minute tutorial help during the school day in the areas of reading, math, and language arts. Criteria for eligibility include students who have moved into a district within the last six years from another district or state and whose parents seek either seasonal or temporary employment in agriculture.

EVERY STUDENT SUCCEEDS ACT

If this district receives federal funding for English Learner (EL) Programs, the following will be provided:

1. Parents will be notified of their student's placement in a language program and their options associated with that placement. Notification will include the reasons for identifying the child as EL and the reasons

for placing the child in the specified program. Notification must be made within 30 days of the beginning of the school year or within two weeks of child's placement into the program.

2. Students will participate in regular assessments in a manner that will yield an accurate assessment. Test waivers may be granted on a case-by-case basis for EL students who demonstrate unusual and unique circumstances; however, students who have been educated in the United States for three years are required to participate in reading/language arts assessment in English.
3. Certification that teachers in the program are fluent in English as well as other languages used in instruction (if the district receives sub-grants).
4. Evaluation of the program and the academic success and language achievement of the students in the program.

Parents will be notified of:

1. Their child's level of English proficiency and how such a level was assessed,
2. The status of their child's academic achievement.
3. The method of instruction used in the program in which the child is placed, and the methods of instruction used in other available programs.
4. Information as to how the program will meet their child's educational strengths, assist him/her to learn English, and meet age-appropriate academic achievement standards.
5. Exit requirements for the program.
6. If the child has a disability, a statement as to how the EL will meet the objectives of the child's IEP.

Consequences of inadequate yearly progress include notification of parents, development of improvement plans, and restructuring of programs or the district will lose federal funds. For non-English speaking parents, the district will arrange to provide translations of this information in their native language.

JECG: Education of Students in Foster Care

Policy Statement: Children in foster care are often a vulnerable and highly mobile student population. Children in foster care typically make more unscheduled school changes than their peers in a given school year. Compared to their peers, students in foster care experience lower high school graduation rates, lower scores on academic assessments, and higher rates of grade retention, chronic absenteeism, suspensions, and expulsions.

It is therefore the policy of the District that children currently enrolled in the District remain as students in the District while in foster care unless there is a determination that it is not in the student's best interest to continue to attend school in the District. It is also the policy of the District that a nonresident student placed in foster care located within the District shall be immediately enrolled in the District if it's not in the child's best interest to stay in the student's district of residence, even if the student is unable to produce records normally required for enrollment.

Definition of Foster Care: Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility, and includes placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes. A child is in foster care regardless of whether the foster care facility is licensed and payments are made by the State, Tribal, or local agency for the care of the child, whether adoption

subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.

Notification to the District. The Department of Social Services, Division of Child Protection Services (CPS) will notify the District within one school day when a student has been placed into foster care or has a change in his or her living arrangements. The CPS will also inform if placement could result in a change to the student's school. The District will immediately update the student's foster care status in the student database.

Best Interest. The best interest determination must be based on multiple student-centered factors, including but not limited to appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement. The District and the Department of Social Services, Division of Child Protection Services (CPS) will collaborate to develop a joint process for making best interest determinations. The student will remain in his or her school of origin until the District and CPS make a best interest determination. CPS and the District will make a best interest determination within five school days of the student's foster care placement, except in emergency removal situations. CPS and the District will document the decision and next steps.

Transportation costs should not be a factor. The District and CPS shall consult the student, if appropriate, and adults who have meaningful relationships with child. If the District and CPS cannot agree on what is in the best interest of the student, the ultimate decision resides with the CPS. To the extent feasible and appropriate, a child must remain in his or her school of origin while awaiting a decision to reduce the number of school moves.

Immediate Enrollment of Child Placed in Foster Care. If it is not in the child's best interest to stay in his or her school of origin, the student must be immediately enrolled in the new school and eligible to attend classes and receive appropriate academic services even if the student is unable to produce records normally required for enrollment. The enrolling school shall the day of enrollment contact the school last attended to obtain relevant academic and other records and the school of origin is to send the student's records within one school day. CPS will provide the new school with as much information as possible about the student (such as age, grade and academic history) to ensure appropriate support and placement until the school receives relevant records from the school of origin. If the enrolling school does not know the student's grade, it can give grade-level assessments to determine a student's placement until the school receives relevant records. The new school will provide the student appropriate credit for full or partial coursework satisfactorily completed while attending prior school(s).

Transportation. If the District and CPS determine the child should stay in the District, the District and CPS will develop and implement a plan to provide, arrange and fund transportation within five school days of the best interest determination. If the District is the school of origin and there are additional costs incurred in providing transportation, the District will provide transportation if CPS agrees to reimburse the District, if the District agrees to pay the cost, or if the District and local CPS agree to share the cost. The District and CPS will arrange interim transportation until permanent transportation plans are in place.

Point of Contact: The Board shall designate a Point of Contact (POC) for CPS and inform CPS of the person designated. The POC shall be responsibilities for coordinating with local CPS to develop a process for implementation of Every Student Succeeds Act (ESSA) provisions and shall have the capacity and resources to guide the implementation of the ESSA provisions.

DISPUTE RESOLUTION PROCESS - Disputes between the district and the student's caregiver/education decision-maker:

Level I.

The student's caregiver or education decision-maker may dispute the district's best interest determination, transportation decision, or the provision of any other education-related service for a student in foster care. They may do so by providing the District or the District's Foster Care Point of Contact (POC) with written notice of the dispute within fourteen (14) calendar days of receiving notice of the district's determination (e.g., that the district intends to enroll the student in a school other than the school of origin or the school requested by the caregiver or the education decision-maker).

The notice of dispute, if provided to the district, will be immediately forwarded to the Foster Care POC, or if that person is unavailable, another designee. The POC will log receipt of the notice (including the date and time), and then forward a copy of this documentation to their immediate supervisor and the superintendent or designee. The Liaison will make a decision on the dispute within seven (7) calendar days

of receipt and inform the caregiver or educational decision-maker in writing of the result. The following documents will be included with the decision in an “appeals package”:

- A copy of the original notice of dispute;
- Any additional information from the caregiver or educational decision-maker and/or foster care liaison; and
- Instructions on appealing the decision to Level II. The liaison will verify receipt of the written decision by the caregiver or education decision-maker.

Level II.

If the caregiver or education decision-maker disagrees with the decision of the foster care liaison, he or she may appeal the decision to the Superintendent or his/her designee. He or she may do so by providing the Superintendent’s office with a copy of the Level I appeals package within fourteen (14) calendar days of their receipt of the Level I decision. Within seven (7) calendar days of the notification to the district that the caregiver or education decision-maker intends to appeal, the Superintendent or designee will arrange to meet within a reasonably expeditious time period either in-person or through phone/video conference with the student’s caregiver or educational decision-maker, the student if appropriate, and at least one representative from CPS. If it is not possible for the CPS representative to be present within a reasonable time, the Superintendent or designee will document their efforts to include the representative and proceed with the conference. Within seven (7) calendar days of the conference, the Superintendent or designee will provide the caregiver or educational decision-maker with a written decision, supporting evidence, reasons for the decision and an appeals package that includes:

- A copy of the initial dispute filed at Level I and the Level I decision;
- The Level II decision rendered by the Superintendent or designee;
- Any additional information from the caregiver or education decision-maker and/or foster care liaison;
- Instructions as to how to file a Level III appeal, including the physical address and email address of where to submit the dispute.

The District’s Foster Care POC will also be provided a copy of the Level II decision and appeals package. The POC will be responsible for verifying receipt of the decision and appeals package by the caregiver or educational decision-maker.

Level III.

If the caregiver or education decision-maker disagrees with the decision of Superintendent or designee, he or she may appeal the decision by notifying the district’s foster care liaison within fourteen (14) calendar days of receipt of the Level II decision of their intent to file a Level III appeal. The Superintendent or designee will forward all written and electronic documentation to the South Dakota Department of Education State Foster Care Liaison within seven (7) calendar days of receiving notification of the caregiver or education decision-maker’s intent to file a Level III appeal.

Disputes between the district and the child welfare agency. In the event that the district and the child welfare agency are unable to resolve a dispute that does not involve educational placement or the provision of educational services to a student in foster care (e.g., failure to collaborate, transportation reimbursements, date sharing, records release policies), either party may forward the dispute in writing to the South Dakota Department of Education State Foster Care Liaison.

LI: Relations with Education Accreditation Agencies

The district's schools will meet the requirements and standards for both basic approval and accreditation by the State Department of Education. Accreditation is required in order for the district to be eligible to receive state aid to education funds.

KI: Public Solicitations, Bingo, Lotteries, and Advertising in the Schools

SOLICITING

No person will sell or offer for sale within school buildings or on school property any articles or services, or solicit contributions, except those approved by the Superintendent, Superintendents designee, or the Board. This policy does not prohibit any school fund-raising activity authorized by the Board and the school administration.

Salespeople are prohibited from talking to teachers at any time during the school day. Salespeople representing educational companies may be granted this opportunity by making arrangements through the principal's office, at a time that will not interfere with the classroom work of the teacher. The school directory or lists of pupils and staff will not be made available to any outside person or agency.

BINGO AND LOTTERIES

Persons and entities wishing to conduct a lottery or hold a bingo event on school premises must receive approval by the Superintendent, or the Superintendent's designee, prior to holding the event. Pursuant to and consistent with state law:

1. The bingo game or lottery must be conducted by a bona fide congressionally chartered veterans' organization; a religious, charitable, educational, or fraternal organization; a local civic or service club; a volunteer fire department; a local industrial development corporation as defined in law;
2. The proceeds from the bingo or lottery do not financially benefit the individual or entity conducting the lottery or bingo event;
3. No separate organization or professional person is employed to conduct the bingo game or lottery or assist therein;
4. No compensation of any kind is paid to any person for services rendered during any bingo session in connection with the conduct of the bingo game or in consideration of any lottery.
5. No prize in excess of two thousand dollars is awarded at any one play of bingo;
6. The actual value of any lottery prize is stated before any chances for the lottery are sold. A lottery prize of a stated amount of dollars in value may be given to a person who sells a winning lottery ticket or share as long as the winning lottery ticket or share is selected at random;
7. The organization, before conducting a bingo game or before selling any chances for a lottery, must give thirty days' written notice of the time and place to the governing body or designated administrative official of the county or municipality in which it intends to conduct the bingo game or lottery, and the governing body does not pass a resolution objecting to the activity. However, any organization that conducts a lottery and tickets or shares for such lottery are sold state-wide shall provide written notice of such lottery only to the secretary of state and to the governing body where the drawing for such lottery is held.

ADVERTISING

No notices or advertisements by or in behalf of persons not officially connected with the schools will be distributed in any school building except by permission of the Superintendent or Board. All notices, even by school personnel, will be cleared by the building principal and, in case of doubt, by the Superintendent.

CHARITY FUND-RAISING

The administration may select a special fund or charity project which is considered important. Approval for such a project must be secured from the Superintendent. This policy should not be construed as preventing a teacher from using instructional or informational materials even though the materials might include reference to a brand. All voting "aye", motion carried.

EXECUTIVE SESSION: On motion by J. Tolzin, seconded by B. Asleson to go into executive session at 5:46 PM pursuant to SDCL 1-25-2 (1), Personnel Matters. All voting "aye", motion carried.

Regular session resumed at 5:56 PM.

ADMINISTRATIVE CONTRACT APPROVAL: On motion by J. Tolzin, seconded by E. Buckmiller to offer contracts for FY2024 to Abi Van Regenmorter and Susan Purintun, with salaries to be determined at a later date. All voting "aye", motion carried.

ADJOURNMENT: There being no further business at this time, on motion by B. Asleson, seconded by E. Buckmiller to adjourn. All voting "aye", motion carried. (5:58 PM) All voting "aye", motion carried.

ATTEST: President Shane Roth
Susan, L. Purintun, Business Manager

Published once at the total approximate cost of _____.