

Oglala Lakota County School District 65-1

Policy and Procedures

2026-2027

Approved July 9, 2026

Updated Policies from the 2025-2026 school year

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Oglala Lakota County School District 65-1

Section 1

SECTION 1

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1.01 DISTRICT LEGAL STATUS

The Oglala Lakota County School District 65-1 (hereinafter OLCSD) is organized and operates under South Dakota law, including but not limited to Title 13 of the South Dakota Codified Law, the Constitution of the United States, the South Dakota Constitution, and such other federal and state applicable statutes. It is a legal entity created under the authority of SDCL 13-5-1. While interacting closely with the Oglala Sioux Tribe the District is not a tribal controlled entity for the purposes of federal and state law. The Board exercises all authority granted in SDCL Chapter 13 as well as state rules and regulations applicable to the District except as delegated or limited herein. The Board is guided by South Dakota Law, including case law, as well as opinions of the South Dakota Attorney General. Any conflicts between these policies and South Dakota law shall be decided in accordance with the laws of the State of South Dakota.

1.02 MISSION STATEMENT

Oglala Lakota County School District Mission Statement

To strengthen the Lakota identity and values of students and to assure their overall well-being and academic success.

VISION STATEMENT

- All OLCSD stakeholders support the students' Lakota identity and values to assure their overall well-being and academic success by embracing the Lakota cultural practices and beliefs.
- All children, staff, and community are filled with confidence and respect for self and others based on Lakota values.
- Collaborative planning and teaming among staff, parents, community and students exists throughout the District.
- Students perceive school as a nurturing environment with a student- centered curriculum.
- Students are highly motivated, actively learning, and are consistently attending school.
- Students, family, school personnel, and community have mutual respect and regard for all.
- The schools are safe, clean, drug and alcohol-free environments.

The Board believes in the fundamental right of a parent to the nurture, care, custody, and control of his or her child. It is the Board's position that the District will not infringe upon that right unless the infringement is narrowly tailored to meet a completing school district interest by the least restrictive means, the authority of state law or local school district policy are not limited, or the educational process is not abridged or intruded upon. The Board encourages collaboration between parents and the District with the goal of supporting student learning, growth, and development.

Approved: 2-12-2026

1.03 NONDISCRIMINATION

The Board is committed to a policy of nondiscrimination. Respect for the dignity and worth of each individual will be paramount in the establishment of all policies by the Board and in the administration of those policies. The Constitutions of our nation and state, pertinent legislation enacted at those two levels of government, as well as court interpretations regarding citizens' rights, undergird this statement.

All OLCSD employees and/or school board members are restricted from making any types of remarks that can be construed as discriminatory.

In keeping with these statements, the following will be objectives of this District:

- To promote the rights and responsibilities of all individuals as set forth in the state and federal constitutions, pertinent legislation and applicable judicial interpretations.
- To encourage positive experiences in human values for children and adults who have differing ethnic groups.
- To carefully consider, in all decisions made which affect the schools, the potential benefits or adverse consequences that those decisions might have on the human relations aspects of all segments of society.
- To initiate a process of reviewing all policies and practices of this District in order to achieve to the greatest extent possible the objectives of this policy.
- To work toward a more integrated society and to enlist the support of individuals as well as that of groups and agencies, both private and Governmental, in such an effort.

The Board's policy on nondiscrimination will extend to students, staff, the general public and individuals with whom it does business. However, many federal grants have provisions requiring the granting of tribal preference. In such instances, the school may follow federal law and grant provisions without violation of the school's nondiscrimination policy.

The District will assess the extent to which Indian children participate on an equal basis with non-Indian children in the education program.

Legal References:
20 USC§§ 1681-1688 (Equal Opportunity in Education Act) 29 USC §621 (Age Discrimination in Employment Act) 29 USC §701 (Vocational Rehabilitation) 42 USC §§ 12101 (Americans with Disabilities Act) 42 USC§§ 6101-6103 (Age discrimination) Education

for All Handicapped Children Act of 1975 Title IX, of the Education amendments of 1972 (Prohibits sex discrimination in federally-funded education programs) Title VI, Civil rights Act of 1964 (Nondiscrimination in Federally Assisted Programs) Title VII, Civil rights Act of 1964

Board Approved: April 29, 2025

1.04 AMERICANS WITH DISABILITIES GRIEVANCE PROCEDURE

General statement of policy prohibiting Section 504 and Title II discrimination.
Oglala Lakota County School District 65-1 ensures equal employment opportunity for all job applicants and employees. In compliance with the ADA, reasonable accommodations will be provided when requested, both during the application process and during employment. The District makes every effort to provide equal access to all of its facilities, programs, and benefits. If a job application or employee has difficulty with access, the problem should immediately be brought to the attention of the human resources department so a reasonable accommodation can be found.

The District has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by civil rights regulations implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and Title II of the Americans with Disabilities Act of 1990 (Title II), 42
U.S.C. Section 12131. Section 504 states, in part, that ‘‘No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance ..... ” Title II provides “No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.”
Provisions of the ADA include prohibitions on:

Using employment tests, pre-employment questions, or other selection criteria that screen out or tend to screen out individuals or classes of individuals with disabilities.

Requiring physical examinations prior to a bona fide job offer or after the post-offer stage, except in limited circumstances, such as documenting the disabilities of workers requesting accommodation.

Administering tests in a manner that fails to accurately reflect the skills, aptitude or other factors intended to be measured.

Denying reasonable accommodation of the known physical and mental limitations of a qualified individual who is an applicant or employee, unless an undue business hardship can be demonstrated.

Limiting the duties of individuals based on their disabilities rather than qualifications and experience.

Adopting separate lines of progression for employees with disabilities based on the presumption that they would not be interested in moving into particular jobs.

Denying a job, promotion, raise, or benefits to a disabled person because of his or her disability or to a qualified able-bodied individual because he or she has a relationship with a disabled person.

Disclosing confidential disability related information, except on a need- to-know basis to select officials.

Denying employment based on generalized fears about the safety of the applicant or higher rates of absenteeism; and

Retaliating against someone who attempts to avail him or herself of the protections provided by the ADA.

The District prohibits retaliation which is defined as any action taken by an employer that might deter a reasonable employee from making or supporting a charge of discrimination. Examples of protected activity included:

Filing a discrimination complaint; Testifying on another complainant's behalf; Protesting an allegedly discriminatory practice; or Participating in any way in an investigation under the ADA.

1.05 SEXUAL HARRASSMENT

It is the District's policy that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or student of the District may sexually harass another. Any employee or student will be subject to disciplinary action including possible termination or expulsion for violation of this policy. Sexual harassment can arise between employees, by an employee to a student and student to student. All forms of sexual harassment are subject to this policy.

DEFINITION

Any unwelcome sexual advances, solicitation or sexual activity by promise of rewards, coercion of sexual activity by threat of punishment, verbal sexist remarks, or physical sexual assaults constitute sexual harassment. This conduct can have the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile, or offensive employment or educational environment regardless of intent.

EXAMPLES

A non-exclusive list of examples of sexual conduct include:

- Sexual advances.

- Touching of a sexual nature.
- Graffiti of a sexual nature.
- Displaying or distributing sexually explicit drawings, pictures or written materials.
- Sexual gestures.
- Sexual or "dirty" jokes.
- Pressure for sexual favors.
- Touching one-self sexually or talking about one's sexual activity in front of others.
- Posting or use of social media of a sexual nature.
- Spreading rumors about or rating other staff or students as to sexual activity or performance.

Not all physical conduct would be considered sexual in nature. Some examples of non-sexual conduct are:

- A high school athletic coach hugging a student who made a goal.
- A kindergarten teacher's consoling hug for a child with a skinned knee.
- One student's demonstration of a sports move requiring contact with another student.

RESPONSIBILITY

District officers, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. Careful scrutiny will be undertaken of all allegations of sexual harassment. False allegations that are malicious or ill-founded may constitute libel or slander. Copies of the policy will be available at all administrative offices.

COMPLAINTS

- **Employees**. Any employee who believes that he or she has been a subject of sexual harassment by a district employee or officer should report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor.

- **Students**. A student who believes he or she has been sexually harassed (or a parent or guardian who believes that his or her child has been harassed) should immediately report it to a responsible school official. This could be a teacher, principal, faculty member, administrator, campus security officer, affirmative action officer, staff in the office of student affairs, or the school's Title IX coordinator.

- **Investigation**. All reported incidents will be thoroughly investigated and subject to disciplinary action. While absolute confidentiality cannot be guaranteed, confidentiality consistent with due process will be strictly maintained. Criminal acts must be reported to law enforcement authorities. An employee or student may file a written complaint because of dissatisfaction with the handling of a harassment complaint and may utilize any applicable grievance procedure for the purpose.

- **False Claims.** The making or reporting of a false claim of sexual harassment shall constitute grounds for disciplinary action up to and including termination of employment.



Oglala Lakota County School District 65-1

Section 2

SECTION 2

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2.01 BOARD OPERATIONAL GOALS

The Board is responsible to the people for whose benefit the District has been established and committed to the education of all students as appropriate to the best of their individual abilities. It is charged with accomplishing this while also being responsible for wise management of resources available to the District. By virtue of its responsibility and commitment the Board must establish those purposes, programs, and procedures that will respond to the District's immediate problems and long-range needs.

2.02 GOVERNING COMMITMENTS

The Board will govern lawfully with an emphasis on (a) outward vision rather than internal preoccupation; (b) strategic leadership more than administrative detail; (c) encouragement of diversity in viewpoints; (d) clear distinction between Board and Superintendent roles; (e) collective rather than individual decisions; (f) the future rather than the past or present; and (g) proactively rather than reactively.

Accordingly, the Board will:

1. Govern with a focus on the future, on result, and on continuous improvement;
2. Govern with a focus on the long-term benefits for students, not on the administrative means of attaining those benefits;
3. Foster an ongoing two-way conversation with the entire community;
4. Encourage and respect diverse viewpoints and collective decision-making within the Board. Work toward consensus on important matters;
5. Cultivate a sense of collaboration and respect for diverse viewpoints among all stakeholders;
6. Guide the District by careful deliberation, sound decision making, and establishment of written policies that reflect the community's values and perspectives;
7. Hold itself responsible and accountable for excellence in governing by observing the following:
    a. Initiating governance policy, not merely a reactor to staff initiatives;
    b. Practice discipline in matters such as attendance, preparation for meetings, and policymaking principles;
    c. Respect the distinction between its role and the role of the Superintendent;
    d. Ensure ongoing improvement of Board governance processes.
8. Direct any questions or concerns to the Superintendent prior to official public presentation.
9. The Board will monitor and discuss the Board's process and performance on a regular basis at least semi-annually. Self-monitoring will include a review of Board fidelity to the policies set forth in herein.
10. Continual Board member development will include orientation of new Board members in the Board's Governance Process and periodic Board discussion of

process improvement.

11. The Board will not allow any officer, individual, or committee of the Board to hinder or serve as an excuse for not fulfilling group obligations.
12. The Board will attend to consent agenda items as expeditiously as possible. Any item may be removed from the consent agenda for discussion by a motion and a second.

Further, it must carry out its functions openly while seeking the involvement and contributions of public, students and staff in its decision-making processes.

Additionally, the Board commits itself to the following objectives:

- To interpret the educational needs and aspirations of the community, and to meet them through the formulation of policies that stimulate the learner and the learning process;
- To continually evaluate the District's educational goals and their implementation in the District schools;
- To formulate a sound fiscal policy in the interests of fiscal economy;
- To provide the Superintendent with sufficient and adequate guidelines to effectively carry out the goals and objectives of the District;
- To maintain effective communication with the public served by the schools, and with staff and students in order to maintain awareness of attitudes, opinions, desires and ideas.

2.03 BOARD MEMBER AUTHORITY

The powers delegated to the School Board by the state are delegated to the Board as a whole properly acting in a regular or special meeting. No authority is granted to any Board member acting as an individual, nor to any group of members less than a quorum of the Board. However, the Board may authorize Board committees comprised of two or less members of the Board. The Board only has authority in an official capacity with a quorum present. The day-to-day management of the school is the responsibility of the Superintendent.

Legal References: SDCL 13-6-2 et seq.; 13-6-13.1;
SDCL 13-8-1 through 13-8-5

2.04 SCHOOL BOARD ELECTIONS

The School Board shall select the date of the annual election by resolution no later than the first regular meeting after January first of each year. The annual election shall be set between the second Tuesday in April and the third Tuesday in June between the hours of 7:00 a.m. and 7:00 p.m. on Election Day.

The District and the municipality have the option of holding combined District municipal elections. Subject to approval of the governing bodies, the combined election may be held on the date set by the District or the general municipal election (second Tuesday in April).
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 District and the municipality.

The Secretary of State must be notified in writing, by telephone, or electronic mail within 15 days of scheduling the date for conducting an election.

Legal References:
SD Constitution Article 7-1 (Right to vote)
SD Constitution Article 7-2 (Voter qualification) SD Constitution Article 7-3 (Elections)
SDCL 12-14-1 (Designation of precincts and polling places) SDCL 13-6-13.1 (Former school district representation areas) SDCL 13-7 (School district elections)
SDCL 13-8-2 (Composition and terms of office)
SDCL l 3-8-4 (Elections and terms of office after increase in size of board) SDCL 13-8-7 .1 (Board member representation areas)
SDCL 13-8-25 (Appointments to fill vacancies on board)

2.05 BOARD MEMBER QUALIFICATIONS

A person is legally qualified to become a member of a school board if he or she is a United States citizen, is a resident voter of the school District, complies with the provisions of law relating to the registration of voters and is a qualified elector, at least 18 years of age and not otherwise disqualified.

In accordance with state law, no elective county, municipal, or state officer or holder of any other office, whose duties are incompatible or inconsistent with the duties of the School Board member will be eligible for such membership. This includes the elected offices of legislator, county commissioner or officer of any municipality.

Legal References: SDCL 3-lA (Officer's statements of financial interest) SDCL 12-3-1 (General qualifications of voters)
SDCL 13-7-3 (Public offices incompatible with board membership)

2.06 BOARD MEMBER OATH OF OFFICE

Before taking office, all Oglala Lakota County School Board members will take an oath of office as required by law. Newly elected members will take and subscribe to the oath at the Board's annual meeting, at which time they also assume their duties of office. Appointed members will take and subscribe the oath at the meeting following their appointment. All oaths will be administered by the Business Manager and filed in the office of the Business Manager.

Legal References: SDCL 13-8-14

2.07 NEW BOARD MEMBER ORIENTATION

The Board considers it important that a new member be knowledgeable about school governance and operations, and, insofar as possible, prepared to discuss and cast informed votes on matters

before the Board.

To maintain high standards and continuity in operating the school system, new Board members shall receive an orientation promptly after election, no longer than one (1) month after the Board member(s) are seated.

The Board will compile copies of policies and regulations, which are revised regularly, to be given each new member. A retiring member should furnish the new member with his or her accumulated materials.

The Superintendent will be responsible for arranging a conference(s) with new Board members on the Board's work, objectives and purposes and will discuss the legislative function of the Board with the administrative functions of the Superintendent. The new members will be given a tour of the school(s), be provided with a map of the District; past and current surveys and reports on curriculum, teaching standards and certification, school services facilities, finances, and taxes; a calendar of business; and copies of minutes.

New members have a responsibility to inform themselves about the educational program, employed personnel, laws and Board procedure, Board policies, teaching materials and facilities, school services, needs of community, interested public service organizations and techniques of good public relations.

2.08 BOARD MEMBER COMPENSATION AND EXPENSES

The per diem rate of compensation for Oglala Lakota County School Board members is the amount provided by law. A Board member may receive the per diem only for each meeting actually attended, and also for each day the member was actually engaged in the service of the Board, when authorized by the Board. In addition to the per diem, the Board member will receive a travel allowance as authorized by the South Dakota Board of Finance and Management.

Legal References: SDCL 13-8-37
SDCL 13-8-38

2.09 BOARD MEMBER CODE OF CONDUCT

Members of the District's Board of Education recognize that they are state officials of local government, elected to provide public education to the children in their communities. Members understand that alone, they have no authority – but convened as a Board at a legal meeting, they provide governance to the District and strive to improve student achievement. The Board commits itself and its members to ethical, businesslike, and lawful conduct including proper use of authority and appropriate decorum.

Accordingly, Board Members will:

1. Remember their first and greatest priority must be the education of students and that

they act as a trustee of public education and will do their best to provide children in their community with high quality educational opportunities.

2. Represent the interests of the citizens of the entire District. This accountability to the whole District must be unconflicted by loyalties to staff, outside organizations, special interest or partisan political groups, and any personal interests as parents or guardians or interests based upon the member's residence in their respective Area.
3. Be familiar with, and adhere to, those provisions of South Dakota laws that define School Board powers and govern Board member responsibilities.
4. Avoid any legal conflict of interest, as defined by South Dakota law; avoid the appearance of impropriety, which could result from their position; recuse themselves from the vote and deliberations when in a position of conflict of interest; and not use their Board position for personal, financial, or partisan gain. Should a Board member accept employment from the District, he or she must first resign from the Board.
5. Recognize that a School Board member has no legal Board authority as an individual and that decisions can be made only by a majority vote at a School Board meeting.
6. Maintain the confidentiality of privileged information as applicable by law and information that otherwise may tend to compromise the integrity or legal standing of the District, especially those matters discussed in executive sessions.
7. Abide by majority decisions of the School Board, while retaining the right to seek changes in such decisions through appropriate and constructive channels.
8. Make decisions to utilize the District's resources wisely.
9. Keep themselves informed about education issues, through individual study and professional development, in an effort to become a more effective Board member.
10. Express honest and thoughtful opinions at Board meetings and will listen to the opinions of other Board members.
11. Not make disparaging remarks, in or out of the Board meeting, against Board members or their opinions.
12. Render decisions only after a discussion of the matter with Board members, reviewed applicable data, and considered recommendations from the Superintendent and community members.
13. Vote for the most competent and best-trained personnel recommended by the Superintendent, and will support them in the performance of their duties.
14. Refer complaints, including personal criticism, to the Superintendent, and not discuss the matter at a Board meeting until after the matter has been addressed at the administrative level.

Board members may not exercise individual authority over the organization:

a. When interacting with the Superintendent or with staff, members must recognize the lack of authority vested in individuals except when explicitly Board authorized. Members will not give personal direction to any part of the operational organization or assume personal responsibility for resolving operational problems or complaints.
b. Members interacting with public, press, or other entities must recognize the inability of any Board member but the President to speak for the Board except to repeat explicitly stated Board decisions.

The Board and its individual members are committed to faithful compliance with the provisions of the Board's Code of Conduct, Policies and Processes. Compliance and enforcement of the provisions is the responsibility of each Board member. In the event a complaint is made against a member or the member's willful and/or continuing violation of policy, the Board may conduct an appropriate investigation and may seek remedy by the following process:

Step 1. Conversation in a private setting between the offending member(s) and the Board President or other individual member(s). If the issue is not resolved proceed to;

Step 2. Discussion in executive session between the offending member(s) and the full Board. If the issue is not resolved proceed to;

Step 3. Recommendations / actions as set forth by the Board or

Step 4. Seek removal of the offending member in accordance with state law.

Any action taken by the Board against an offending member shall be by majority vote of the members.

2.10 BOARD MEMBER RESIGNATION/REMOVAL FROM OFFICE

According to the provisions of state law, and or this policy, a vacancy occurs on the School Board when an incumbent:

1. Dies;
2. Is removed from office for misconduct, malfeasance, nonfeasance, crimes in office, drunkenness gross incompetency, corruption, theft oppression or gross partiality;
3. Fails to qualify as provided by law;
4. Ceases to be a resident of the District, or representation area, where elected;
5. Is convicted of an infamous crime or of any offense involving a violation of the official oath of office.
6. Has a judgment obtained against him for breach of official bond;
7. Becomes incapable of attending to the duties of a Board member;
8. Assumes the duties of an office incompatible with the duties of the Board member;
9. Resigns and a successor is appointed and qualified as prescribed by law.
10. Breaches the confidentiality of the executive session of the School Board.
11. Fails to attend three (3) consecutive meetings without being excused by the Board.

The resigning member will continue to serve in his or her official capacity as a Board member until the successor is appointed and qualified as prescribed by law unless a Board member has been removed by law or has died.

Legal References:
SD Constitution Article 16 (Impeachment and removal from office) SDCL 3-17-6 (Grounds for removal of local officers from office) SDCL 3-17-7 (Proceedings for removal of local officer) SDCL 3-17-8 (Suspension of local officer pending removal proceedings) SDCL 3-17-9 (Judgment of ouster in removal proceedings)

SDCL 3-17-10 (Officer allowed expenses of defense after judgment) SDCL 3-17-11 (Advancement of appeals on Supreme Court calendar)
SDCL 13-8-22 (Incumbent continued in office) SDCL 13-8-23 (Events creating vacancy on board) SDCL 13-8-24 (Resignation not effective until successor appointed) SDCL 1-25-2 (Executive or closed session meetings-purposes)

2.11 UNEXPIRED TERM FULFILLMENT

When a vacancy occurs on the Board for a reason allowed by law, the remaining Board members are responsible for the appointment of a new Board member according to state statute. The selection of a Board member will be made by the remaining Board members according to their choice.

The new appointee will qualify as if elected, at or before the next School Board meeting. He or she will serve until the next succeeding election, at which time a successor will be elected to serve the unexpired term.

Legal References: SDCL 3-14 (Expiration of term of office)
SDCL 13-8-23 (Events creating vacancy on board) SDCL 13-8-25 (Appointments to fill vacancies on board)

2.12 CONFLICT DISCLOSURE AND AUTHORIZATION

SDCL 3-23-6 states "3-23-6. No board member, business manager (Finance Director), chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars of a school district, cooperative education service unit, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract in amount greater than five thousand dollars or multiple contracts in an amount greater than five thousand dollars with the same party within a twelve-month period to which the school district or cooperative education service unit is a party except as provided in § 3-23-8."

1. DEFINITIONS:

a. "School Official" refers to a school board member, Finance Director, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars.

b. "Interest in a contract" is when (1) a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets, is employed by a party to any contract with the school district; or (2) the School Official, the spouse of a School Official, or any other person with whom the School Official lives and commingles assets, receives more than nominal compensation or reimbursement for actual expenses for serving on the board of directors of an entity that derives income or commission directly from the contract or acquires property under the contract.

c. "Direct benefit from a contract" is when a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets (1) is a party to or intended beneficiary of the contract between the school district and a third party, or (2) has more than a five percent ownership interest in an entity that is a party to the school district contract, or (3) acquires property under the contract with the school district, or (4) receives

compensation, commission, promotion, or other monetary benefit directly attributable to any contract.

2. PROHIBITION: This policy prohibits School Officials board members, Finance Director, superintendent, and any other person who has the authority to enter into a contract or spend money on behalf of the school district from having an interest in a contract or receiving a direct benefit from one or more contracts between the school district and a third party, if the total contract amount is more than $5,000 within a 12 month period, unless the School Official discloses to the school board his or her interest in the contract, or in the case of a direct benefit from the contract, discloses the direct benefit and receives school board authorization to receive the benefit.

3. EXCEPTIONS: If any of the following apply, the School Official does not have an interest in the contract and does not derive a direct benefit from a contract, and disclosure (and authorization, if a direct benefit) is not required:

1. when the person's relationship to the contract is based solely on the value associated with the person's publicly-traded investments or holdings, or the investments or holdings of any other person with whom the board member, Finance Director, chief financial officer, superintendent, or chief executive officer lives or commingles assets;

2. when the person's relationship to the contract is due to participating in a vote or a decision in which the person's only interest arises from an act of general application;

3. when the person's relationship to the contract is due to the person receiving income as an employee or independent contractor of a party with whom the school district, cooperative education service unit, or education service agency has a contract, unless the person receives compensation or a promotion directly attributable to the contract, or unless the person is employed by the party as a board member, executive officer, or other person working for the party in an area related to the contract;

4. when the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at a price at or below a price offered to all customers;

5. when the contract is subject to a public bidding process;

6. when the contract is with the official depository as set forth in SDCL 6-1-3;

7. when the person only receives income or compensation, a per diem authorized by law or reimbursement for actual expenses incurred; or

8. when the contract or multiple contracts with the same party within a twelve-month period with whom the school district contracts in an amount less than five thousand dollars.

4. DISCLOSURE:

A *School Official* who has an interest in a contract or who receives a direct benefit from a contract must disclose to the school board the existence of a contract in which the person has an interest or receives a direct benefit.

1. the disclosure must include the following: (i) all parties to the contract, (ii) the person's role in the contract, (iii) the purpose or objective of the contract, (iv) the consideration or benefit conferred or agreed to be conferred upon each party, and (v) the duration of the contract;

2. the disclosure must be in writing;

3. to the extent circumstances allow, disclosure must be given prior to entering into any contract that requires disclosure, and if circumstances do not permit disclosure prior to entering into the contract then within forty-five days after entering into the contract, and if the contract extends into consecutive fiscal years, disclosure shall also be made at the annual reorganization meeting.

4. The school board will have a regular agenda item at the beginning of the school board meeting agenda at which time the school board will address conflict of interest disclosures. 5.

Conflict of interest disclosures must be submitted to the President of the School Board, the Superintendent or the Finance Director, at least 5 calendar days before the scheduled meeting in order to be included in the posted meeting agenda for the next school board meeting. Conflict of interest disclosures submitted to the President of the School Board, the Superintendent or the Finance Director after the proposed agenda has been posted may be deferred until the following school board meeting.

5. BOARD ACTION UPON DISCLOSURE:

1. interest in the contract:

a. the school board is not required to authorize a School Official's interest in a contract;

b. the interest disclosure must be included in the official minutes of the school board (the official minutes are not required to be sent to the auditor-general and attorney general).

2. Direct benefit from a contract:

a. the school board shall review the disclosure and decide if the terms of the contract are fair and reasonable, and if the contract is contrary to the public interest.

i. if the school board determines the contract terms from which a direct benefit is derived are fair and reasonable, and that the contract is not contrary to the public interest, the school board shall vote to authorize the School Official to derive a direct benefit from the contract.

ii. After the school board authorizes a School Official to derive a direct benefit from a contract, no further disclosure or authorization related to the contract is required unless the contract extends into consecutive fiscal years. If the contract extends into consecutive fiscal years, disclosure must be made at the annual reorganization meeting but no new authorization is required.

b. If the school board determines the contract terms from which a direct benefit is derived are not fair and reasonable, or is contrary to the public interest, the school board shall vote to not authorize the School Official to derive a direct benefit from the contract.If the school board votes to not authorize a direct benefit, the contract is voidable and subject to disgorgement (i.e., the act of giving up on demand or by legal compulsion something that was obtained by illegal or unethical acts) or the person may resign from the school district.

c. The disclosure and school board action is public record.

d. The official minutes of the school board shall include the school board action on each disclosure and request for authorization to derive a direct benefit from a contract.A copy of the official school board minutes shall be sent to the auditor-general and attorney general within thirty (30) days of board approval of the minutes. e. No school board member may participate in or vote upon a matter in which the school board member derives a direct benefit.

6. MISCELLANEOUS:

1. Consequences for knowingly violating the conflict of interest laws set forth in SDCL Ch. 3- 23:

a. It is a criminal violation for a *School Official* to knowingly violate the conflict of interest law.

b. A *School Official* who knowingly violated the conflict of interest law will be removed from office or employment and is disqualified from holding any public office, elective or appointive.

c. Any benefit which a *School Official* derived from the person's knowing violation

d. Any contract made in violation of this policy may be voided by the school board. 2. The School District Attorney represents the school district and the school board and may answer questions about the law that address conflict of interest. As the school district attorney does not represent School Officials in their individual capacity, School Officials should consult with their own private attorney related to questions they may have regarding how this policy applies to their

individual interests and contracts.
Board Approved: 10-16-2025

2.13 BOARD ORGANIZATIONAL MEETING

The annual organizational meeting of the Board will be held on the second Monday of July, unless otherwise designated by the Board at the previous regular meeting.

The meeting will be called to order and the oath of office given to all new Board members by the Business Manager. The Board will elect a president, vice-president, and a second vice-president from its membership, to serve until the next annual meeting. The Superintendent or the Business Manager will preside over the election of the President.

Legal Reference: SDCL 13-8-10

OTHER BUSINESS ITEMS

Other items of business will come before the annual meeting as appropriate. These items will

include:

1. Designation of official depository.
2. Designation of the custodians of all accounts.
3. Designation of school attorney and official legal newspaper.
4. Authorization of continuation of existing funds or accounts and the establishment of any new accounts, if necessary.
5. Setting of date, time and place for regular meetings.
6. Reviewing and adopting of Board policies.
7. Establishment of advisory committees where applicable.
8. Reviewing of bonds for business manager and other bonded personnel.
9. Appointment of administrator of trust and agency accounts.
10. Appointment of individual authorized to direct federal programs.
11. Authorization of administrator to institute school lunch agreement and set price for employee meals.
12. Authorization of advertising of bids for materials not already purchased.
13. Investment resolution: Authorization of business manager to invest and reinvest funds in institution, which serves greatest advantage to District.
14. Selecting date of annual school election.
15. Setting closing of school motion: Authorization of Superintendent to close school in emergency situations and in case of inclement weather and setting chain of command in event Superintendent is absent.
16. Authorize petty cash accounts.
17. Assignment of credit cards.
18. Establishment of School Board per diem.
19. Set Admin fee for Section 8003.
20. Authorize workmen’s compensation Insurance coverage for all employees.

Legal reference: SDCL 13-8-10 SDCL 13-16-18

2.14 BOARD OFFICERS - ROLE AND SELECTION

The Board shall have an annual organizational meeting to elect a President, 1st Vice President (VP), and 2nd Vice President. School Board officers are charged with the duty of carrying out the responsibilities delineated in this policy and ensuring the integrity of the Board's processes.

Election of Officers:

1. The Business manager will conduct the nominations for President for the next fiscal year.
2. Following the election of such new chairperson, the Business Manager hands over the gavel to the new presiding officer.
3. The President calls for the nomination and election of first Vice-President.
4. The President calls for the nomination and election of second Vice-President.

The Board President Shall:

1. Preside at all meetings of the School Board and ensure the orderly conduct of the meetings.
2. Develop Board meeting agendas in consultation with the Board leadership team, the Superintendent and input from Board members and consistent with the Board's annual calendar, considering input from other Directors and including items approved by Board action.
3. Ensure the Board takes action on only those issues that, according to Board policy, belong to the Board to decide, not those falling within the purview of the Superintendent.
4. Confer and consult with the Superintendent as may be necessary and desirable. However, the President has no authority to make decisions about policies created by the Board. Therefore, the President has no authority to supervise or direct the Superintendent
5. Ensure deliberations are fair, open, thorough, efficient, timely, and to the point.
6. Ensure that Board policies are appropriately implemented.
7. Represent the Board to outside parties in announcing Board-stated positions and in stating decisions and interpretations within the areas assigned to the president. The president may delegate this authority but remains accountable for its use. Such activity shall be reported at the next meeting.
8. Ensure the Superintendent evaluation is completed according to Board procedures.
9. Appoint, in collaboration with the Board, individual Board members to out of District, District and Board committees and organizations.
10. Initiate, in collaboration with the Board, ad hoc committees to accomplish specific tasks.
11. Executing all documents authorized by the Board, except as otherwise provided by law.
12. Appointing one of the existing Board Members as a mentor for any newly appointed or elected Board Member(s).
13. Countersign all orders drawn by the Business Manager for claims approved by the Board.
14. Call special meetings of the Board.
15. Be entitled to vote and discuss on all matters before the Board subject to recusal as provided by law.
16. Perform such other duties as may be prescribed by the Board.

The First Vice President shall:

1. Perform the duties of the President in the event of the President's temporary absence.
2. Assist President as requested in the execution of President responsibilities.
3. Participate in meetings with the President and Superintendent to develop the Board agendas.
4. Performs such other duties as may be required by law, custom, or direction of the Board The

Second Vice President shall:

1. Perform the duties of the President in the event of the President's and 1st Vice President's temporary absence.
2. Assist President as requested in the execution of President responsibilities.
3. Participate in meetings with the President and Superintendent to develop the Board agendas.
4. Performs such other duties as may be required by law, custom, or direction of the Board Legal

Legal References: SDCL 13-8-10

2.15 PERSONNEL COMMIITEE

A Personnel Committee may be formed consisting of the School Board President, School Board Vice-President, Human Resources Director, Superintendent, Business Manager, and the Human Resource facilitator. The purpose of the Personnel Committee shall be to assist in making recommendations to the School Board and administration regarding hiring and discipline, as well as other personnel matters. The committee will meet the Monday before the regular School Board meeting.

2.16 SCHOOL ATTORNEY

The Board may appoint one or more attorneys at its discretion to advise and represent the District. It will be the duty of the school attorney to advise the Board and the Superintendent on the specific legal problems submitted. The school attorney will attend meetings upon request and will be sufficiently familiar with Board policies, practices, and actions under these policies and requirements of the statutes and regulations of the state to offer the necessary legal advice.

Legal References: SDCL 13-10-2

2.17 SCHOOL BOARD MEETINGS

REGULAR MEETINGS
All regular official School Board meetings will be held on the second Monday of each month, unless otherwise designated at the annual organizational meeting of the Board.

The official meetings of the school board are open to the public unless a specific law is cited by the school board to close the official meeting to the public. An official meeting is any meeting of a quorum of the school board at which official business of the school district is discussed or decided, or public policy is formulated, whether in person or by means of teleconference.

Subject to the following rules, any person may record, through audio or video technology, a school board meeting that is open to the public as long as the recording is reasonable, obvious, and not disruptive.

1. A person who wishes to audio or video record some or all of an official school board meeting must inform the school board president/chairperson or superintendent prior to the beginning of the meeting of the person's intent to record. At the beginning of the meeting, the school board president will then inform all persons present of the recording.

2. The quantity and type of recording equipment used shall be subject to the discretion of the school board, and the school board president/chairperson shall have the discretion to exclude or terminate recording of the meeting. This discretion is not to be exercised in an effort to restrict the public's right to be informed of school board meeting proceedings, but only where these rules have been violated.

3. Recording equipment must not produce distracting light or noise, and no artificial lighting device of any kind shall be employed with a video camera.

4. Recording equipment must not obstruct the vision of persons attending the school board meeting and their ability to see all school board members.

5. Any person violating the rules set forth above may be directed to cease the recording or leave the premises.

The School Board shall reserve at every official meeting a period for public comment, limited at the Board's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment. Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the School Board.

The School Board shall annually distribute to Board members and review the following during one official meeting on an annual basis:

1. The Conducting the Public's Business in Public brochure published by the South Dakota Attorney General; and

2. Any other material pertaining to the open meeting laws of this state provided by the South Dakota Attorney General for the specific purpose related to SDCL 1-25-13.

The School Board must include in the minutes of the meeting at which the review took place an acknowledgment that the review was completed.

SPECIAL MEETINGS

Special meetings may be called by the President of the Board, or in his or her absence the Vice-

President, Second Vice-President, or a majority of the Board members. Notice stating the time and place of any special meeting and the purpose for its call, will be given each Board member and the Superintendent by the Business Manager, either orally or in writing, in sufficient time to allow each member's presence. No business other than that stated in the notice will be transacted at a special meeting. Local news media that have requested notice will be notified of the special meeting by mail, e-mail, delivered in person or telephone prior to the meeting.

TELECONFERENCE

Any official meeting, including executive meetings, may be conducted by teleconference. A teleconference is an exchange of information by audio, video, or electronic medium, including the internet. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote. A teleconference may be used to conduct a hearing. If the school board conducts an official meeting by teleconference, the school board shall provide a place at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of school board members participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive meeting.

Approved: 4-30-2026

2.18 EXECUTIVE SESSIONS

All meetings will be held in open session except that the Board may declare an executive session for any of those reasons set forth in SDCL 1-25-2. The Board may include persons other than Board members in executive session. All provisions of SDCL 1-25-2 shall be followed by the Board. A breach of the confidentiality of executive session is a violation of law and may result in removal of the violating Board member by a majority vote of the Board.

Legal References: SDCL 1-25-1 (Official meetings open to the public) SDCL 1-25-1.1 (Notice of meetings of public bodies) SDCL
1-25-1.2 (Teleconference defined)
SDCL 1-25-2 (Executive or closed meetings)
SDCL 1-25-3 (State agencies to keep minutes of proceedings)

2.19 BOARD MEETING AGENDAS AND FORMAT

The District Superintendent will prepare the agenda for each meeting and post it as provided in SDCL 1-25-1.1. Any Board Member may request that an item be added to the agenda and if supported by at least one other member the item shall be added to the agenda.

Legal References: SDCL 13-8-10

2.20 QUORUM

A majority of the School Board membership constitutes a quorum for the transaction of school business.

Legal References: SDCL 2-14-15 (Majority exercising joint authority)
SDCL 13-8-10 (Meetings of board)

2.21 RULES OF ORDER

An informal version of Robert's Rules of Order shall be followed in conducting School Board meetings; however, no Board action, otherwise proper, may be challenged on the basis that Robert's Rules were not followed.

Legal References: SDCL 13-8-10

2.22 PARLIAMENTARIAN

Meetings of the School Board will be conducted in accordance with Robert's Rules of Order, Revised, and the Board President, designee, or school attorney will function as the parliamentarian for resolving any questions related to the rules of order.

The Board, however, will not be precluded from pursuing deliberations in an atmosphere of free exchange of information and opinion and will not be bound to adhere to the rules of order whenever more informal deliberations may be determined warranted by the Board President or the Board.

2.23 VOTING METHOD

As the elected officials, responsible for the governance of the District, the Board sets the direction for the District through the establishment of policies and by taking other official actions.

It is the intent of the Board that motions be carried by a majority of members elect. In the event, however, that Board members must abstain from voting due to conflict of interest, Board action may be taken if it is approved by the majority of members voting.

Votes on all motions and resolutions will be by show of hands. No secret ballots will be used.

SDCL 6-1-17 provides: No county, municipal, or school official may participate in discussing or vote on any issue in which the official has a conflict of interest. Each official shall decide if any potential conflict of interest requires such official to be disqualified from participating in discussion or voting. However, no such official may participate in discussing or vote on an issue if the following circumstances apply:

1. The official has a direct pecuniary interest in the matter before the governing body: or

2. At least two-thirds of the governing body votes that an official has an identifiable conflict of interest that should prohibit such official from voting on a specific matter.

If an official with a direct pecuniary interest participates in discussion or votes on a matter before the governing body, the legal sole remedy is to invalidate that official's vote.

Legal References: SDCL 2-14-15 (Majority exercising joint authority)
SDCL 3-23-6 et seq (Conflicts of Interest) SDCL 6-1-17 (Conflict of interest)
SDCL 13-8-10 (Meetings of board)

2.24 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Oglala Lakota County School Board welcomes citizens of the Oglala Lakota County School District to attend its meetings. The public has a right to listen in on open sessions of the Board, other than executive sessions, but the public has no right to be heard at Board meetings, other than regular scheduled official meetings which are designated as regular meetings by statute, rule, or ordinance. The presiding officer may allow public comment provided it is not disruptive or excessively time consuming.

In order to assure that citizens who wish to appear before the Board may be heard and, at the same time, to conduct its meetings properly and efficiently, the following procedures have been adopted:

1. Any individual who desires to speak about an item on the agenda is asked to present such request to the Superintendent, the Business Manager, or the Board President. The request shall be communicated orally or in writing prior to the meeting.
2. Persons who wish to speak about an item that is not on the agenda are asked to present such request to the Superintendent or the Board President prior to the beginning of the meeting. The public may bring up a new issue at the Board meeting; however, no action will be taken until the next Board meeting. Any Board member may make a motion to amend the agenda and if adopted the issue shall be placed on the agenda.
   Persons who present such a request will be allowed to speak about a topic before the meeting is adjourned.
3. Citizens who desire Board action on an item not on the agenda will submit the item to the Superintendent's Office at least ten (10) days prior to the meeting.
4. Presentations should be as brief as possible. Unless an extension of time is granted by the Board President, speakers will be limited to five (5) minutes. The Board President also has the right to limit remarks of individuals or a group in the interest of time constraints.
5. Any public criticism at a Board meeting regarding an individual, whether employee or Board member, must follow the School District's complaint procedure. Slanderous comments may subject the speaker to legal liability.
6. Members of the public may not meet with the Board in Executive Session on matters involving school employees unless the formal complaint procedure has been followed.
7. The Board vests in its President or other presiding officer the authority to terminate the remarks of any individual or group when they do not adhere to the guidelines set out above.

2.25 POLICY ADOPTION

Adoption of new policies or changing existing policies is solely the responsibility of the School Board. Policies will be adopted or amended only by the affirmative vote of a two-thirds (2/3) majority of the members of the Board when such action is on the agenda of a regular or special meeting.

To permit time for study of all new policies or amendments to policies and to provide an opportunity for others to react, proposed policies or amendments will ordinarily be presented as an agenda item to the Board in the following sequence:

1. *Information item*. Distribution with the agenda (this may be an announcement that a policy is being developed in a particular area and that interested persons may submit suggestions);
2. *Discussion item*. First reading of proposed policy or policies; response from Superintendent; report from any Board or advisory committee assigned responsibility in the area; Board discussion and directions for any redrafting;
3. *Action item*. Discussion, amendment, adoption, or rejection. Amendments to the policy at the action stage will not require repetition of the sequence unless the Board so directs.

The Board may dispense with the above sequence in its discretion by unanimous vote. Policies will be effective upon adoption by the Board or at such later date as may be indicated in the motion of adoption. Once adopted, policies of the Board will be available to the community, staff, and students. The Board may re-adopt its collection of written policies annually at the organizational meeting; however, failure to do so does not affect the validity of a properly adopted policy.

Legal References: SDCL 13-8-1 through 13-8-5

2.26 ADMINISTRATION IN POLICY ABSENCE

In the absence of Board policy, the Superintendent may take temporary action that is believed to be in harmony with the overall policy of the Board. However, the Superintendent will not be free to act when the action involves a duty of the Board that by law cannot be delegated. In each case in which the Superintendent must take such action, it will be presented to the Board for its consideration at its next meeting.

2.27 SUSPENSION OF POLICIES

School Board policies may be suspended only upon a two-thirds (2/3) majority vote of the membership of the Board at a meeting for which written notice of the proposed suspension has been given, or upon a unanimous vote of all members of the Board when no such written notice has been given.

Legal References: SDCL 13-8-1 through 13-8-5

2.28 POLICY REVIEW AND EVALUATION

In an effort to keep its written policies up to date so that they may be used consistently as a basis for Board action and administrative decision, the Board will complete a full review at least every 3 years.

The Board will evaluate how the policies have been executed by the school staff and will weigh the results. It will rely on the school staff, students and the community for providing evidence of the effect of the policies, which it has adopted.

1. The Superintendent is given the continuing commission of calling to the Board's attention all policies that are out of date or for other reason appear to need revision.
2. Each policy that is reviewed by the Superintendent shall be presented to the Board as part of the District's effort to continually review Board policy.

The Board directs the Superintendent to recall all policy and regulation manuals periodically for purposes of administrative updating and Board review.

The District has a procedure for modifying policies and procedures based on tribes' or parents' assessment of the effectiveness of their input regarding the participation of Indian children on the District's education program and activities.



Oglala Lakota County School District 65-1

Section 3

SECTION 3

GENERAL SCHOOL ADMINISTRATION

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3.01 ADMINISTRATIVE ORGANIZATION PLAN

The central administration will be organized in a manner that assures that the schools will be able to effectively and efficiently carry out programs and respond to any new programs demanded by our needs or opportunities or suggested by research or successful practice. The organization must allow the schools opportunities to address their particular needs and improve existing programs.

The legal authority of the School Board will be transmitted through the Superintendent along specific paths from person to person through the approved organizational structure.

The organizational structure approved by the School Board will represent direction of authority and responsibility; it will not restrict cooperation among staff members at all levels or the flow of ideas necessary in the decision-making processes.

The Superintendent will be responsible for keeping the administrative structure of the District up to date with the changes in goals, curriculum, instructional arrangements, and school services, and will recommend revisions in the structure as necessary to the Board.

3.02 SCHOOL BUILDING ADMINISTRATION

Acting with the approval of and under the supervision of the Superintendent, each Principal is the chief administrator of their assigned school building. All personnel assigned to that building are directly responsible to the Principal unless otherwise assigned by School Board policy. Staff members who work in more than one school will be responsible to the Principal of building where the employee is working at any given time.

3.03 POLICY IMPLEMENTATION

Distribution of policies: The District Office shall have copies of the School Board Policy and Procedures Book placed in the principals' office and the library of each building and shall also be published on the District's website.

The Superintendent is responsible to enforce the implementation of policies as established by the School Board.

3.04 APPROVAL OF HANDBOOKS

To make pertinent School Board policies, District regulations and departmental and/or school rules and procedures known to all staff members and students, District Administrators and Principals are granted authority to issue staff and student handbooks as found necessary and desirable.

It is essential that the contents of all handbooks conform to District-wide policies and regulations, and to South Dakota law; it is also important that all handbooks bearing the name of the District or one of its schools be of a quality that reflects credit on the District. Therefore, the School Board expects all handbooks to be approved prior to publication by the School Board, and the Superintendent or other District administrator(s) as he or she directs. As in the case of regulations affecting staff members, handbooks published specifically for a particular group of employees will be distributed to all of the employees affected.

3.05 PROGRAM CONSULTANTS

In situations where knowledge or technical skills are needed that cannot be supplied by regular staff positions, technical and consultant assistance may be considered as one alternative for providing the desired service. The service may be provided consistent with budgetary appropriations.

1. All consultants will be approved by the Superintendent prior to the invitation and arrangement for visitation by such person or persons to the District. Any proposed contract with a consultant will be submitted to the School Board for prior approval.
2. Consultants, whether temporary, part-time, or full-time, will exercise no administrative authority over the work of employees in the District, but will act only as advisers in those fields in which they are qualified to offer expert assistance.
3. All supervision of employees will be in the hands of those to whom such responsibility has been specifically delegated by the Superintendent.

3.06 SCHOOL DISTRICT ANNUAL REPORT

In accordance with State law, an annual report covering the educational and financial activities of the District will be prepared by the Business Manager with the assistance of the Secretary of the State Department of Education. The Annual Report will be presented to the School Board for its approval.

Upon approval by the School Board, the report will be signed by the Business Manager and filed for audit on or before August 30 of each year with the South Dakota Department of Education, Division of Education Resources and Services.

As required by the provisions of SDCL 13-8-47, before the first day of August, the business manager shall make and sign an annual report which shall be approved by School Board and filed with the Department of Education.

Legal References: SDCL 13-8-47 (Annual report to department)

3.07 TOBACCO-FREE SCHOOLS

The School Board recognizes that tobacco smoking, vaping and chewing represents a health and safety hazard. In order to protect students, staff, employees, visitors, and guests of the District from a harmful environment, the Board hereby establishes the following guidelines for prohibition of tobacco use. For purposes of this policy, tobacco use will mean all uses of tobacco, cigars, chewing tobacco, cigarettes, vaping, and pipes.

1. No tobacco use, vaping, or chewing is permitted in District vehicles or in District buildings exclusive of school housing. The public use of tobacco by anyone will be discouraged on District premises. Tobacco usage is tolerated in designated areas only.
2. This policy will be in effect twenty-four (24) hours per day, seven (7) days per week, and will apply to all persons on District property. The Superintendent shall ensure the dissemination, implementation and enforcement of this policy. Building administrators may designate smoking areas by posting after 5:00 p.m. to accommodate the public at meetings or school activities.

DISSEMINATION

To promote compliance with this policy, students, staff and the public shall be notified of the District's tobacco-free schools' policies and regulations. Notification procedures shall include, but are not limited to:

1. Summaries of this policy and relevant regulations shall be placed in the student and staff handbooks.
2. Sufficient signage shall be placed in appropriate locations throughout the District's buildings and grounds.
3. Event programs and similar documents that are often viewed by visitors shall contain a notification of the policy.
4. When appropriate, announcements about the school's policy will be made prior to or during school events.

ENFORCEMENT

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of

tobacco users and non-tobacco users. All individuals on school premises share in the responsibility for adhering to and enforcing this policy.

Tobacco-free policy enforcement is designed to educate students, staff and others about the health risks associated with tobacco. Punitive measures, in accordance with District policy, will be used for repeat offenders.

Students: Any student found in violation of this policy shall be required to complete an assignment as an alternative to formal discipline. The assignment will be determined by the building principal or designee and will focus on helping the student understand the consequences of tobacco use. Students found to repeatedly violate this policy shall be subject to disciplinary action pursuant to District policy.

Employees: Any District employee found in violation of this policy may be provided with tobacco cessation information and will be encouraged to participate in a tobacco cessation program. Employees found to repeatedly violate this policy shall be subject disciplinary action pursuant to District policy.

Visitors: Other adults observed to be in violation of this policy shall be asked to refrain from the behavior. Repeated violations of this policy will be handled on a case-by-case basis by an authorized District official and may result in a directive to leave school property.

DEFINITIONS
For the purposes of this policy, tobacco means any substance or item, in any form, containing tobacco. The administration will treat the use, possession or promotion of all forms of nicotine-containing products or nicotine delivery devices, which may or may not include actual tobacco, as a violation of this policy, provided the product or device is not part of an individual's cessation program.

3.08 SCHOOL NUTRITION (WELLNESS) POLICY

To support its mission, the District will provide an environment that cultivates maximum student potential. Nutrition influences a child's development, health, well-being, and potential for learning. To afford students the opportunity to fully participate in the educational process, students must attend school with minds and bodies ready to take advantage of their learning environment. This district-wide nutrition policy encourages all members of the school community to create an environment that supports lifelong healthy eating habits. Decisions made in all school programming need to reflect and encourage positive nutrition messages and healthy food choices.

The policy of the School District is to:

1. Provide a positive environment and appropriate knowledge regarding food:

    a. Ensure that all students have access to healthy food choices during school and at school functions.
    b. Provide a pleasant eating environment for students and staff.
    c. Allow a minimum of 20 minutes for students to eat lunch and socialize in the designated cafeteria area.
    d. Enable all students, through a comprehensive curriculum, to acquire the knowledge and skills necessary

to make healthy food choices for a lifetime.

2. When using food as a part of class or student incentive programs, staff and students are encouraged to utilize healthy, nutritious food choices.

3. When curricular-based food experiences are planned, staff and students are encouraged to seek out good nutrition choices whenever appropriate.

4. Reduce student access to foods of minimal nutritional value.

   a. In keeping with contractual obligations to the National School Lunch/Breakfast programs, ensure the integrity of the school lunch program by prohibiting food and beverage sales that are in direct conflict with the lunch/breakfast programs.
   b. Encourage the practice of good nutrition by reducing the sale or distribution of foods of minimal nutritional value through a four-year plan that focuses on:

      i. Reducing access to non-nutritional foods.
      ii. Educating students about healthy foods.
      iii. Selective pricing that favors sales of healthy foods.

5. To accomplish these goals:

   a. Child Nutrition Programs comply with federal, state and local requirements.
   b. Child Nutrition Programs are accessible to all children.
   c. Sequential and interdisciplinary nutrition education is provided and promoted.
   d. Patterns of meaningful physical activity connect to students' lives outside of physical education.
   e. All school-based activities are consistent with local wellness policy goals.
   f. All foods and beverages made available on campus (including vending, concessions, a la carte, student stores, parties, and fundraising) during the school day are consistent with the current Dietary Guidelines for Americans.
   g. All foods made available on campus adhere to food safety and security guidelines.
   h. The school environment is safe, comfortable, pleasing, and allows ample time and space for eating meals. Food and/or physical activity is not used as a reward or punishment.

Board Approved: 6-20-24



Oglala Lakota County School District 65-1

Section 4

SECTION 4
FISCAL MANAGEMENT

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4.01 ANNUAL BUDGET

Under law, the District is required to adopt an annual budget, setting forth revenues and expenditures. This annual school budget is the financial outline of the District's educational plan; it is also the legal basis for the establishment of tax levies to support public education within the District.

The District budget will be prepared by the Superintendent/CEO, with the assistance of the Business Manager, and presented to the Board for review. The time line for the preparation of the budget is within Board policy.

Legal References: SDCL 10-12-29 (Annual school district levy report)
SDCL 10-12-42 (Annual levy for general fund) SDCL 10-12-43 (Excess tax levy authorized)
SDCL 10-12-44 (County auditor authorized to raise additional revenue)
SDCL 13-11-2 (Adoption of annual school budget) SDCL
13-16-3 (General fund defined)

4.02 BUDGET DEADLINES AND SCHEDULES

The following guidelines will be observed in the scheduling of the budget:

a. January: Budget preparation begins;
b. March: Annual audit requested;
c. May: The Proposed budget and administrative review process shall be completed by May 1 and reviewed at the next regular Board Meeting.
d. July 15: Deadline for publishing the proposed budget and notice of hearing in the official

newspaper;

e. August 1: Deadline for budget hearing;
f. September 1: Deadline for publishing any changes in the proposed budget adopted in the final budget;
g. October 1: Deadline for Board approval of the budget for the anticipated obligations of each fund for the fiscal year. By resolution, the School Board will adopt a levy in dollars sufficient to meet the .school budget for each fund
h. October 1: Deadline for reporting to the County Auditor the levy in dollars adopted by the Board on the forms prescribed by the County Auditor;
i. November 1: Deadline for publishing any changes in the proposed budget adopted in the final budget.

Legal References: SDCL 13-11-2 (Adoption of annual school budget) SDCL 13-11-2.1 (Contingency line item in budget) SDCL 13-11-3 (Report of levy amount to county auditor)

4.03 BUDGET PLANNING

Budget planning for the District will be an integral part of program planning so that the annual operating budget may effectively express and implement all programs and activities of the school system. Budget planning will be a year-round process involving broad participation by administrators, supervisors, teachers, other personnel throughout the school system, citizens and citizen groups.

The Superintendent, in cooperation with the business manager, will have overall responsibility for budget preparation, including the construction of, and adherence to, a budget calendar. Principals will develop and submit budget requests for their particular schools after seeking the advice and suggestions of staff members.

The budget request will reflect the principal's judgment as to the most effective way to use resources in achieving progress toward educational objectives of the school.

The Board will give careful consideration to budget requests, review allocations for fairness and for their consistency with educational priorities of the school system.

Legal References: SDCL 13-11-2 (Adoption of annual school budget) SDCL 13-11-2.1 (Contingency line item in budget) SDCL 13-11-3 (Report of levy amount to county auditor)
SDCL 13-39-13 (Contract & agreements with fed. & state agencies)

4.04 BUDGET ADOPTION PROCEDURES

Adoption of the budget is solely the responsibility of the Board. The Board will adopt the budget following the public hearing for the proposed budget. The proposed budget will be published in

the official newspaper at the time notice of the budget hearing is given.

If, as a result of the public hearing, it should be determined that certain changes in the budget are necessary, these changes will be made before the budget is adopted. Adoption of the budget by the Board will be by roll call vote.

Following the adoption of the budget by the Board, the tax levy in dollars or dollars per thousand of taxable valuation will be reported to the county auditor on the appropriate forms.

Legal References:
SDCL 13-11-2 (Adoption of annual school budget) SDCL 13-11-2.1 (Contingency line item in budget) SDCL 13-11-3 (Report of levy amount to county auditor)
SDCL 13-11-3.2 (Amendment of budget to utilize unobligated resources)

4.05 BUDGET IMPLEMENTATION

The Oglala Lakota County School District budget serves as the control to direct and limit expenditures. Overall responsibility for this control rests with the School Board, who, along with the Superintendent, will establish the procedures for budget control and reporting throughout the District. Budget creation is performed pursuant to SDCL Ch. 13-11.

The Superintendent is authorized to obligate money within previously approved budget categories and limits without prior approval of the Board; however, all expenditures are subject to Board approval. Any expenditure in excess of budget classifications must be submitted to the Board for prior review and, if needed, budget amendment.

4.06 BUDGET TRANSFER AUTHORITY

Transfer of surplus funds among major classifications of the budget or within a major classification of the budget are subject to Oglala Lakota County School Board prior approval. Except as authorized by SDCL 13-16-16, funds may not be transferred from the capital outlay fund or the special education fund. Contingency funds may be transferred to any budget category, except capital outlay, with Board approval. Loans from a surplus of any District to another District fund may be made for up to 24 months.

Legal References: SDCL 13-11-2.1 (Contingency line item in budget)
SDCL 13-16-14 (Restriction on transfers from bond redemption fund) SDCL 13-16-26 (Transfers between school district funds)

4.07 TAXING AND BORROWING AUTHORITY - LIMITATIONS TAXING

State law establishes the District's trucing authority. The District establishes levies in accordance with South Dakota Property Tax Law, which may change annually.
The governing body of the District may impose an excess tax levy with an affirmative two thirds vote of the governing body on or before July fifteenth of the year prior to the year taxes are payable. The decision may be referred upon a resolution of the governing body of the District or

by a petition signed by at least five percent of the registered voters in the District.

For capital outlay funds, the tax levy cannot exceed 3 dollars per thousand dollars on the taxable valuation of the District, and for special education funds, the tax levy cannot exceed one dollar and forty cents per thousand dollars on taxable valuation. For taxes payable in 2011, 2012, 2013, 2014, and 2015, the levy limitation of one dollar and forty cents per thousand dollars of taxable valuation does not apply to any District.

BORROWING

By law, the Board is permitted to borrow money in anticipation of the collection of taxes for the purpose of securing funds for school operations. The amount of money borrowed cannot exceed the sum of 95 percent of the amount of uncollected taxes levied for the current school fiscal year, plus other uncollected receivables (including state or federal money, not yet received, but) owed to the District.

Legal References:
SD Constitution Article 13-5 (Tax to repay debt of municipality) SDCL 10-12-29 (Annual school district levy), SDCL 10-12-42 (Annual levy for general fund of a school district) SDCL 10-12-43 (Excess tax levy authorized for districts), SDCL 10-13-36 (Excess tax levy authorized), SDCL 13-15-12 (Financing of interstate joint facilities) SDCL 13-15-13 (Location of interstate joint facilities) SDCL 13-16-10 (Annual levy to pay district bonds) SDCL 13-16-11 (Levy of annual tax for district bonds), SDCL 13-16-12 (Refunding bond proceeds in bond redemption fund) SDCL 13-16-13 (Tax proceeds paid into bond redemption fund) SDCL 13-16-14 (Restriction on transfers from bond redemption fund), SDCL 13-19 (School district bonds and notes), SDCL 13-37-16 (District tax levy for special education)

4.08 REVENUES FROM INVESTMENTS

District funds not in use will be invested in savings accounts, time deposits or in bonds or securities issued and guaranteed by the United States government.
Interest earned on such investment will be credited to the respective fund or to the general fund.

In accordance with law, money in any bond redemption fund, may be invested in any of the above-mentioned securities, provided the bonds become due and payable before the payment date of the bonds.

The Board will approve the investment of all funds, and this approval will be filed and recorded by the Business Manager.

Legal References:
SDCL 4-5-5 (Investment of political subdivision funds) SDCL 4-5-8 (Investment policies for local funds) SDCL 4-5-9 (Custody or deposit of investments) SDCL 4-5-11 (Supplemental authority for investment of public funds) SDCL 13-16-18 (Deposit and investment of fund accumulations.

4.09 REVENUES FROM SCHOOL-OWNED REAL ESTATE

In accordance with state law, the Oglala Lakota County School Board may approve the leasing of any of its real estate for the exploration of oil and gas and its development. Leases of real estate or buildings are subject to state bid laws.

Property leased will not interfere with the purposes of the Oglala Lakota County School District. Revenues received from the leasing of such property will be directed into the District's general fund.

Legal References:

SDCL 5-2-12 (Mineral reservation in leases)
SDCL 5-2-13 (Proceeds from sale or lease of reserved minerals) SDCL 13-24-5 (Oil and gas exploration and leases authorized) SDCL 13-24-6 (Unitization of oil and gas development authorized)
SDCL 13-24-7 (Oil & gas leases not to interfere with school purposes) SDCL 13-24-8 (Oil and gas proceeds paid into district general fund) SDCL 13-24-10 (Maximum term of leases of school property)

4.10 DEPOSITORY OF FUNDS

As provided by law, the Oglala Lakota County School Board will designate a bank depository or depositories within the State of South Dakota for the funds of the Oglala Lakota County School District. It will be the responsibility of the Business Manager/FMF to deposit the money belonging to the District in the designated bank depository or depositories. The District shall whenever possible, select a bank which involves itself with the local Oglala Lakota County communities served by the District.

The Oglala Lakota County Auditor and Oglala Lakota County Treasurer will be notified by the Business Manager as to the designated depository. The County Treasurer is responsible for transferring all money received during the prior month on behalf of the District into the depository by the 20th day of each month.

Legal References: SDCL 4-6A (Insurance of Public Deposits)
SDCL 13-8-10 (Meetings of board)
SDCL 13-11-7 (Monthly payments to school districts)
SDCL 13-16-15 (Designation of depositories for school district) SDCL 13-16-15.1 (Savings and loan associations as depositories) SDCL 13-16-18 (Deposit and investment of fund accumulations)

4.11 CREDIT CARD ASSIGNMENTS/USAGE AND DIRECT BILLING PRIVILEGES

1. Credit cards are generally assigned at the annual Oglala Lakota County School Board meeting to employees and Board members who will have an obvious and specific need for the card and who are engaged in Oglala Lakota County School District activities that will require charging certain expenses. The charge cards are virtually unlimited in either the type of charge that may be made or the amount of the charge but may be used only for purposes approved in this policy. Designation of persons who may authorize direct billing of expenses to the District will be made at the annual meeting under similar restrictions.

2. In conformity with accountability standards, the general purchase charge cards are assigned to a specific administrator or Board member who has the full responsibility for the card and for any expenses that are charged to the account. The administrator or Board member to whom the card is assigned is completely liable for the appropriate use of the card, as specified by the District's Business Office. No such card assignments shall be made to employees or Board members who do not desire the assignment of a credit card. All persons receiving a credit card or being authorized to incur direct billing of expenses must execute a written agreement regarding the credit card's use.

3. An assigned card may be used only by the person to whom it is assigned. Allowing usage of an assigned card by others, or using the card for purposes other than authorized Oglala Lakota County school business can result in discipline, up to and including termination, for an employee and withdrawal of card privileges extended to a Board member, and possible referred to law enforcement authorities.

4. All credit card charges and direct billings will be for an approved District expense and will be limited to only those charges that cannot be reasonably processed through the usual voucher system. Employees and Board members who use the credit cards for personal gain or in a manner contrary to the Business Office practice shall be subjected to disciplinary or legal action as appropriate.

5. All credit use and direct billing authorizations will be only for usage that has been pre-approved except for documented emergencies. All administrative personnel use of credit cards or direct billing will be submitted to the Superintendent for approval. Such use by the Superintendent shall be reported to the Board President prior to the usage and a copy sent to the Business Manager.

6. All benefits gained through use of the District credit cards or direct billing privileges, such as "complimentary" lodging, meals and the like shall be transferred to the District to be used by the District in lieu of cash payouts in the future.

OGLALA LAKOTA COUNTY CREDIT CARD PROCEDURES

1. Purchase orders must be completed prior to using a district credit card.
2. In the event of an emergency, the card holder must contact the Business Manager immediately and follow up with the purchase order and receipts.
3. All credit cards are the property of Oglala Lakota County School District and authorized

users shall take the necessary precautions to ensure the safekeeping of the card.

4. Each cardholder must read and sign a statement agreeing to adhere to the credit card procedures.
5. Purchases such as those costs associated with travel and equipment/supplies are allowed.
6. The credit card may not be used for any kind of personal purchase. No exceptions.
7. No cash advances will be allowed.
8. The purchase order must be approved.
9. The cardholder will be responsible for submitting the purchase order and receipts for payment processing. In cases where the card holder allowed another employee to use the card to make an authorized purchase, the initiating employee who used the card will be responsible to submit the approved purchase order and receipts to the card holder. If the procedures are not followed, the initiating employee will be responsible for the full purchase costs and money will be deducted from the initiating employee's payroll check.
10. Receipts are required for all purchases and must accompany the purchase order.
11. Monthly credit card reconciliations must be completed and submitted to the Business Office by the 5th of the next month. Failure to submit completed reconciliation with the purchase orders and receipts, will result in the entire amount of the credit card purchases deducted from the cardholder's payroll check. (See appendix #15).

Board Approved 1-12-2023

4.12 BONDED EMPLOYEES AND OFFICERS

The Business Manager must be bonded for any amount determined by the Oglala Lakota County School Board. The bond of the Business Manager will be for an amount not less than $1 million the amount that may come into the Business Manager's possession at any one time during the school fiscal year.

School personnel authorized to be in charge of trust and agency funds must also be bonded as provided by law. When several District personnel need to be bonded, the Board will approve a blanket bond.

Legal References: SDCL 3-1-5 (Oath of office for civil officers)
SDCL 3-1-8 (Acting as officer without qualifying as misdemeanor)
SDCL 3-19-1 (Payment allowed for claims against officers) SDCL 3-19-2 (Payment allowed for claims against officers) SDCL 3-19-3 (Determination of payment)
SDCL 13-8-18 (Amount of business manager's bond) SDCL 13-8-19 (Approval and filing of bonds)
SDCL 13-8-20 (New or additional bond required) SDCL 13-8-21 (Action on bond after default)
SDCL 13-16-19 (Stewardship of trust and agency funds) SDCL 13-16-20 (Disbursements authorized)

4.13 FISCAL ACCOUNTING AND REPORTING

The Business Manager will be designated by the Board to be responsible for receiving and properly accounting for all funds of the District.

The Uniform Financial Accounting System for South Dakota School Districts will be used to record receipts and disbursements of the District.

The Business Manager will report all financial information to the state as required. The Board will receive monthly financial reports from the Business Manager that will include a statement of operating receipts and expenditures, and balance on hand in the several funds, a budget position report, and any other financial information that should be brought to the Board's attention.

Legal References: SDCL 4-11-6 (Accounting manual)
SDCL 13-16-19 (Stewardship of trust and agency funds)

4.14 FINANCIAL REPORTS AND STATEMENTS

It will be the responsibility of the business manager to prepare monthly financial reports for the Board's review. Reports will include budget, trust or agency funds, and special accounts.

At the close of the fiscal year, the business manager will report to the county auditor the total indebtedness of the District, the purpose for which issued, the liabilities, assets, resources and expenditures, and the total receipts and disbursements.

As required by the provisions of SDCL 13-8-47, before the first day of August, the business manager shall make and sign an annual report which shall be approved by School Board and filed with the Department of Education.

Legal References: SDCL 6-9-1 (Filing of annual fiscal reports)
SDCL 13-8-47 (Annual report to department)
SDCL 13-16-21 (Monthly and annual reports on funds)

4.15 INVENTORIES

INVENTORY

All district equipment and items of tangible value are identified in a permanent way using bar coded tags or numbered asset tags. It's the responsibility of the staff to ensure that all equipment delivered to their room or department is appropriately marked. The administrative assistant maintains fixed asset inventory records in the Business Office. The inventory database includes the inventory tag number a description of the item, serial number, the acquisition date, the location and the building room/department and the site code.

1. The District will file with the Business Manager an inventory of fixed assets, including

sites, buildings, and equipment, once a year, as provided by law. See 6.05 below.
2. An annual inventory of all public personal property to be taken for "any tangible item other than money, credits, accounts, securities, or real property that is movable, has an expected useful life exceeding one year and an initial purchase cost in excess of one thousand dollars;
3. The following officers and employees shall prepare and file an annual inventory of public personal property in their custody or charge: Superintendent, Business Manager, head custodian, head cook, each principal, and each professional staff member shall file the same with the Business Manager by June 30 of each year. Said inventory shall be divided to show those components defined as supply items and those defined as fixed asset items, together with the original cost of each item.

FIXED ASSET CAPITALIZATION CRITERIA

The School Board adopted a fixed asset capitalization criteria policy as follows:

1. Generally accepted governmental accounting principles require the establishment and maintenance of fixed asset records;
2. General fixed assets are divided into five (5) main classes: land, buildings, and improvements other than buildings, equipment, and construction work in progress. All fixed assets will be marked and numbered by a permanent method of identification. Periodic inventories will be taken by authorized personnel designated by the Superintendent.
3. All items of District property meeting the above definition and those additional items over which it is desirable to keep control, as determined by the Business Manager, are to be considered and accounted for as public personal property for "any tangible item other than money, credits, accounts, securities, or real property that is movable, has an expected useful life exceeding one year and an initial purchase cost in excess of three hundred dollars.
4. The above definition includes numerous supply type items as well as text books, but excludes such necessary and valuable items such as televisions, radios, video equipment, tape records, computers, etc. accordingly.
5. All items of District property meeting the above definition and those additional items over which it is desirable to keep control, as determined by the Business Manager, are to be considered and accounted for as public personal property requiring inventory.
6. In addition to the public personal property inventory, the Business Manager shall complete and maintain a fixed asset inventory record for those fixed assets as defined herein. A fixed asset is that which has a tangible nature, has a useful life of more than one (1) year, has an acquisition value as follows:
    a) Land: Any amount;
    b) Buildings, structures, and land improvements- Fifty Thousand Dollars ($50,000);
    c) Machines and automotive equipment: Five Thousand Dollars ($5,000);
    d) Furniture and equipment: Five Thousand Dollars ($5,000)

e) Other assets, as determined by the Business Manager, over which it is desirable to maintain control, but which may not meet the minimum values defined above. A fixed asset should not lose its identity by being incorporated into a larger unit.

Legal References: SDCL 5-24-1 (Annual inventory of personal property) SDCL 5-24-3 (Place of filing of duplicate inventories) SDCL 13-16-6 (Definition and use of capital outlay fund) ARSD 10:02:01:01 (Public personal property requiring inventory)

4.16 AUDITS

For any necessary reason, an audit of the books of the District may be called at any time by the School Board, the electors of the District by petition signed by twenty percent (20%) of the resident taxpayers of the District, as shown by the assessment roles of the preceding year, or the Auditor General.

It will be the duty of the Auditor General to call an audit of the records of the District at least once in a two (2) year period. For each audit made of the District, the District will pay the actual costs, as computed by the South Dakota Department of Legislative Audit, relating to total expenses of state government audits for the prior year.

Trust and Agency funds of the District must be reviewed annually by a person selected by the Board.

Legal References: SDCL 4-11-5 (Special audit of local accounts)
SDCL 4-11-7 .1 (School district audit by private auditing firm) SDCL 4-11-7.2 (Publication of school district audit results) SDCL 4-11-9 (Reports of audits)

SDCL 4-11-12 (Publication of notice)
SDCL 4-11-13 (Copies of audit reports received in evidence) SDCL 4-11-14 (Civil action to recover misappropriated funds) SDCL
4-11-15 (Notice to attorney general of civil actions) SDCL 4-11-16 (Attorney general to oversee civil actions) SDCL 4-11-17 (Attorney general to assist and supervise prosecutions)
SDCL 4-11-18 (Costs of audits)
SDCL 4-11-19 (Deposit and crediting of reimbursed amounts)
SDCL 13-16-28 (Audit of school district books called by state)

4.17 PURCHASING

The function of purchasing is to serve the educational program by providing the necessary supplies, equipment and services.

The Board declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. The Board will abide by the letter and the spirit of all laws and regulations relating to purchases by the District and the control of its finances and property. All contracts must be approved by the Board in order to be binding on the District.

Within the framework of applicable laws and regulations, purchases and use of materials and manpower will be made in accordance with good business practices with the primary purpose of serving the instructional program.

The Superintendent will serve as the purchasing agent. The Superintendent will develop and administer the purchasing program for the schools with the assistance of the business manager, within the legal requirements and the adopted school budget.

School purchases will be made only on official purchase orders approved for issuance by the appropriate unit head and signed by the Superintendent, with such exceptions as may be made by the latter for emergency purchases and those made with petty cash funds.

Legal References: SDCL 13-16-24 (Unlawful contracts and warrants void) SDCL 13-20-1 (Board approval required for contracts)
SDCL 13-20-3 (Contracts let in accordance with public agency procurement law)

4.18 PETTY CASH ACCOUNTS

The School Board herewith establishes a petty cash account for each school in the District not to exceed the amount of seven hundred fifty ($750) in each account.
This account may be used to facilitate refunds and minor purchases of the District.

Expenditures against this account must be itemized, documented with receipts, and charged to the applicable fund. After a budget item is exhausted, no expenditures against the item may be made from petty cash.

The Board will authorize an employee in each school to be accountable for the petty cash account. Disbursements from the account will not require prior Board approval or the signature of the Board President or Business Manager. The bond for these employees shall be included in the blanket bond.

Legal References: SDCL 13-18-16 (Petty cash account)

4.19 INCIDENTAL ACCOUNTS

In accordance with law, the Board may establish an incidental account in an amount determined by the Board by setting aside, on an imprest basis, money from the general fund. This fund may be used for advanced payment or for claims requiring immediate payment, not to exceed the amount established by the Board. Such account shall be limited to $15,000 or less. All incidental accounts

shall be controlled by the District.
Expenditures against this account must be itemized, documented with receipts, and will be charged to the applicable fund. After the budget item is exhausted, no expenditures against the item may be made from the incidental account. The Board will authorize an employee in each school to be accountable for the incidental account.

All expenditures from this account shall be listed with other bills in the regular School Board proceedings.

Legal References: SDCL 13-18-17 (Incidental account)

4.20 BIDDING REQUIREMENTS

In accordance with state bidding laws, bidding is required when a purchase or contract equal to or exceeding $25,000 is anticipated, or if the contract is for the construction of a public improvement in excess of $50,000 except in the following cases:

1. For the purchase of utility services such as electric power, lights, water or gas.
2. Purchases of materials, supplies or equipment from the United States or its agencies including Federal surplus property.
3. Equipment repair contracts.
4. Purchasing textbooks and text-related workbooks.
5. When purchasing facilities, equipment and supplies from another public corporation or at public auctions if in compliance with South Dakota Law.
6. Purchases from the lowest bidder of an item contained on the state price list or from any vendor for the exact same item if less than the state price list.
7. Purchases from the lowest responsible bidder of an item competitively bid by any local government within the previous twelve months unless trade in allowances are involved.
8. Purchases of raw materials used in construction or manufacture of products for resale, and contracts for asbestos removal in emergency response actions, real estate services and auction services.
9. For services provided by individuals or firms for consultants, audits, legal services, architectural and engineering services, insurance and transportation of students.
10. Purchases of computer programs and software, communication technologies, computers, peripheral equipment and related connectivity.
11. Change orders to an existing contract for construction, reconstruction or remodeling that are in compliance with South Dakota Law.
12. Purchases of real property having a particular use or benefit.
13. Guaranteed energy savings contracts.
14. Purchases of perishable or unprepared foodstuffs.
15. Upon the purchase of copyrighted materials that are copyrighted by only one company.
16. If there is only one source for the required service or item of tangible personal property other than construction services or equipment.
17. An emergency due to a casualty loss, natural disaster or sudden deterioration resulting in destruction to a vital piece of equipment which would require closing of school, or

which will endanger the usefulness of remaining school property.

Bids for materials, supplies or equipment will be advertised and printed in the official newspaper of the District at least twice, the first publication at least ten days prior to the opening of bids. The advertisement will state the time and place the bids will be opened and passed upon by the Board. In the notice the Board will reserve the right to reject any and all bids.

When the contract is for the construction of a public improvement the advertisement must state where the plans and specifications may be examined. In specifying or purchasing goods, merchandise, supplies or equipment, the Board will not specify any trade-mark or copyrighted brand on any product or any patented product, apparatus, device or equipment where proper competition will be prevented unless bidders also are asked for bids or offers upon other articles of like nature, utility and merit, and naming the make or brand to indicate the type or quality specified.

The sealed bids will be publicly opened and read at the time and place stated in the advertisement. Any bid may be withdrawn or modified before the time of opening as specified in the advertisement. Unless all bids presented are rejected, the lowest responsible bid, in all cases must be accepted.

If after advertising for bids no bids are received the Board may negotiate a contract for the purchase of the materials, supplies or equipment at the most advantageous price. However, such materials, supplies or equipment will meet the specifications of the original advertisement for bids.

The Board will contact and attempt to obtain competitive quotations from at least three suppliers. A record of the names of the suppliers, the quotations received and the procurement procedures used in purchasing will be documented, noted in the minutes, and retained on file by the Board. The Board may reject all bids and negotiate a contract if after advertising no firm competitive bids are received.

When supplies or equipment, or construction or remodeling services are to be purchased the Board may require a reasonable deposit or bid bond by the bidders. The deposit or bonds must be returned to unsuccessful bidders immediately. No more than 30 days will elapse between opening of bids and acceptance of the lowest responsible bidder or rejection of all bids.

When supplies and equipment are received, they will be opened and inspected by the purchasing agent and compared with the written order to see that they were received as ordered and in acceptable condition for payment. If someone other than the purchasing agent, receives such supplies or equipment for the District, this person will be required to sign the voucher for payment to the effect that they were received as ordered. The purchasing agent of the District will sign all vouchers before the Board authorizes their payment.

Legal References:

SDCL l-33B-9 (Contracts not subject to Chap 5-18 and 5-23) SDCL 13-16-6.1 (Bidders agreement to state rate and schedule) SDCL 13-20 (School district purchases and contracts) SDCL 5-18A (Public Agency Procurement), SDCL 5-18B (Procurement of Public

Improvements) SDCL 5-18C (Procurement by Local Government Units) SDCL 5-18D (Procurement by State Agencies), AG Opinion 77-65, 77-76, 77-87, 85-24, 86-01 and 86-02

4.21 PURCHASING PROCEDURES (Revised and Updated 1-31-2023)

1. All materials to be ordered by the District staff must be requisitioned through the Principal's office. Orders for materials involving countywide programs will be authorized through the respective department heads.
2. Principals and department heads will examine carefully all requisitions submitted by teachers, custodians, and other employees for supplies, equipment, and services. Principals and department heads will be responsible for verifying that items requested are needed and allowed for in the budget before signing the requisition.
3. All requisitions must include the name and address of the supplier, as well as the purchase price. If the exact price is unavailable, an estimate of the cost should be given. The Superintendent has the right to reverse any decision regarding purchases in order to carry out Board policy.
4. After approval by the Principal or department head, the requisition will be forwarded to the business manager for final approval and ordering.
5. If any employee orders materials other than authorized by the Superintendent's, Principal's or department head's office, the employee will be responsible for payment for the materials.
6. No Gift Cards will be purchased.
7. All purchases will be made by the School District with an approved purchase order. All purchases will be made via a purchase order process or a District Credit Card. Employee's will be reimbursed for purchases on a case-by-case basis and taxes will not be reimbursed to the employee.

4.22 VENDOR RELATIONS

The School Board wishes to maintain good working relations with vendors who supply materials, supplies and services to the District. Constructive efforts by the administration to seek the advice and counsel of vendors about how to improve such relationships are encouraged, subject to the limitations of the District's policies.

School officials involved in the selection or purchase of materials and services shall abide by District conflict of interest policies and avoid situations that could interfere, or appear to interfere, with the ability to make free and independent decisions regarding purchases on behalf of the District.

Each purchase shall be made with a commitment to the ethical expenditure of District resources and on the basis of quality, price and delivery, with past service being a factor if all other considerations are equal. Vendors have no obligation to contribute to solicitations from schools and any contributions on behalf of vendors shall be accepted according to applicable District policies with the expectation that the District shall not extend favoritism to any vendor.

No employee shall endorse any product of any type or kind in such manner as will identify him/her in any way as an employee of the District.

SOLICITATIONS

Suppliers are encouraged to submit information about their products to the District's purchasing supervisor. The purchasing supervisor will meet with vendors to discuss their products as time and schedule allow.

VENDOR RELATIONS WITH SCHOOLS, STAFF AND STUDENTS

No agent or salesperson shall be permitted to discuss business propositions, to distribute business propositions, or to canvass students and/or employees on District property unless approved by the Superintendent or a designee.

School officials shall not accept gifts from suppliers, contractors and others doing or seeking to do business with the school system if the gift serves no ethical business purpose or would create an actual or perceived embarrassment to the District upon public disclosure.

Any employee receiving a gift from a vendor, contractor, or supplier with an estimated value in excess of $50 shall report such gift to the business manager where a record of such gifts shall be maintained.

W-9

Any person or vendor that receives a payment from the District shall have on file with the business department a complete and updated W-9 before payment is issued.

Legal References: SDCL 5-l 8A (Public Agency Procurement)
SDCL 5-18B (Procurement of Public Improvements) SDCL 5-18C (Procurement by Local Government Units) SDCL 5-18D (Procurement by State Agencies)
SDCL 6-1-1 (Local officer interest in public purchase or contract) SDCL 6-1-2 (Conditions for local officer contract permitted) SDCL 13-20 (School District purchases and contracts)
SDCL 13-20-2.1 (Interest of district officer in sale of equipment)

4.23 INTERNAL CONTROL OF PAYMENT PROCEDURES

1. Contracted Salary Disbursements. Internal controls regarding contracted salary disbursements will require that:
   i. A District fiscal report be periodically compared to approved employee contracts to ensure that payments are being made in a timely and accurate manner;
   ii. Prior to the termination date of any contract and the issuance of the final contract payment, a comparative analysis be made of the fiscal report and employee contract;
   iii. Periodically the Business Manager compare payroll checks against the computer listing to

ensure that wages are paid to bona fide employees only.

2. Accounts Payable - Voucher Disbursements. Internal controls for disbursements in the accounts payable program, as based upon vouchers, will provide a monthly review to ensure that vouchers have adequate supporting information and that they are coded for the correct budget category.
3. Disbursements by Check. All disbursements and payments made by the District will be in check form and follow these internal control procedures:
    1. Checks will be compared monthly to the original voucher, with a copy of the check to be filed with the respective voucher;
    2. All checks will be pre-numbered;
    3. Payroll checks will be run through the check signer by the accounts payable clerk; accounts payable checks will be run through the check signer by the payroll clerk; thus, providing control over checks disbursed.

These internal control procedures are monitored and documented by the independent personnel or Board Chairman. Documentation will be made by a perjury statement or the person's initials and date on the document in question.

4.24 PAYDAY SCHEDULES

The School Board has established that all employees will be paid bi-weekly for their services, every other Friday of each month.

Employees will normally be paid on a twenty-six (26) pay period schedule.

4.25 DIRECT DEPOSIT FOR PAYROLL

New and current part-time/full-time staff and local board members will be required to participate in mandatory payroll direct-deposit.

Payroll Direct Deposit

1. Payroll direct deposit forms are available with the Business/Payroll office.
2. Employee pay may be electronically deposited directly in up to two checking and savings accounts designated by each employee.
3. Payroll will be directly deposited into the selected account(s) on the pay day as stated on the pay period schedule.

4.26 SALARY DEDUCTIONS

1. Deductions will be made from the paychecks of all employees for federal income tax, OASI (Social Security), and retirement in keeping with state and federal requirements.
2. In addition, the Oglala Lakota County School Board authorizes the following types of deductions from employee salaries, provided the employee has filed the proper permission for payroll withholding:

Employee contributions to the health and life insurance programs and any other similar programs that are or may be approved by the Board;

a. Deductions for tax-sheltered annuity programs;
b. Union Dues;
c. Those deductions that are brought about by authorized legal process, such as garnishment or execution;
d. Only one written assignment made by the employee to any bank or other authorized financial institution, which provides for the assignment of the entire amount due the employee for his or her employment. This assignment shall be continuing for each pay period until cancelled by written direction signed by both the employee and the bank to whom the assignment was made.

No other payroll deductions or assignments will be permitted.

4.27 EXPENSE REIMBURSEMENTS

1. Personnel and officials who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of a properly filled out and approved voucher and such supporting receipts as required by the Business Manager.
2. Reimbursement will be in accordance with Board approved travel allowance, which will comply with the limits established by the South Dakota Board of Finance.
3. All employees are reminded that limits and guidelines established by the Board of Finance are very restrictive and require approval as well as documentation. See ARSD article 5:01, attached.
4. To be considered for reimbursement the expense must be approved in advance by the employee's supervisor.
5. Administrative employees will submit all such requests to their immediate supervisor who will submit notice of reimbursable activity with a copy to the Business Manager. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.
6. When official travel by personally-owned vehicle has been authorized, mileage payment will be made at the rate currently approved by the Board, in accordance with the South Dakota Board of Finance regulations.

4.28 SALE OR DISPOSAL OF SURPLUS EQUIPMENT, SUPPLIES, OR PROPERTY

The Board may sell property of the District that it considers no longer necessary, useful or suitable for school purposes. No Board action is required to sell, trade, destroy, or dispose of consumable school supplies, printed text, or subscriptions. All property sold must be appraised by three real property owners of the District unless that property is to be traded for other property, destroyed, transferred to another political subdivision, was created as result of an educational program, or is to be sold at public auction. The governing Board may employ a person or persons licensed by the state to do fee appraisals in lieu of property owners.

Property appraised for less than $500 may be sold without advertising for bids. Property, including property created as a result of an education program, appraised for more than $500 will be advertised for sale in the official newspaper for two consecutive weeks, the first publication may not be less than 10 days before the sale. The notice of sale will describe the property to be sold and the time when the Board or its representative will open bids. Sealed bids will be filed with the business manager and opened at the Board meeting as specified in the notice.

The Board will sell the property to the highest bidder. However, the Board may reject any or all bids.

In lieu of the acceptance of bids, school property may be sold at public auction. The auction will be advertised by posting notices and newspaper advertising as described above. Property sold at public auction need not be appraised but the Board should establish a minimum price.

Any District library may discard over-duplicated, outdated inappropriate or worn library materials in accordance with state laws. Such discarded materials may be given to other libraries or to nonprofit agencies, destroyed, offered for public sale or traded to a vendor for future library material purchasing credits.

By law the District may also exchange or transfer property to another political subdivision. The governing boards of the respective jurisdictions will determine the terms and conditions of this exchange or transfer.

Legal References: SDCL 6-13 (Disposal of Surplus Government Property) SDCL 13-15-7 (Conveyance of district property to US for ed. purposes) SDCL 13-24-4 (Exchange of property)
SDCL 13-24-9 (Board power over school buildings)

4.29 GOVERNMENTAL ACCOUNTING STANDARDS BOARD POLICIES

Board capitalization policy:

All land (not depreciable)
$50,000 Buildings
$25,000 Building improvements and improvements other than buildings
$5,000 Equipment

The government-wide financial statements will be prepared using the economic resources measurement focus and the accrual basis of accounting as will the proprietary fund and fiduciary fund financial statements.
Governmental fund financial statements will be reported using the current financial resources measurement focus and the modified accrual basis of accounting.

Revenues are considered to be available when they are collectible within the current period or soon

thereafter to pay liabilities of the current period. For this purpose, our school considers revenues to be available if they are collected within zero days of the end of the fiscal period. Property taxes are levied on an annual basis. On the fund financial statements, the portion of the property tax levies that have not been collected by the end of the fiscal year and are not available will be considered deferred revenue.

Our Food Service Fund distinguishes operating revenues and expenses from non- operating items. Operating revenues and expenses generally result from providing services and producing goods relating to the food service operation. Principal operating revenues of this operation are meal charges. Non-operating revenues include grants and donated commodities. Operating expenses of the food service operation include salaries and benefits, food purchases and depreciation. The loss on disposal of capital assets is a non-operating cost.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. Governments also have the option of following subsequent private sector guidance for the business-type activities and enterprise funds, subject to the same limitation. Our entity has elected not to follow subsequent private sector guidance.

The entity's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

When both restricted and unrestricted resources are available for use, it is the entity's policy to use restricted resources first, and then unrestricted resources as they are needed.

Employees must not accept significant entertainment, gifts, or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with who or with which the school has or is likely to have business dealings.

KICKBACKS AND SECRET COMMISSIONS

The school strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others. Any breach of this rule will result in immediate suspension and prosecution to the fullest extent of the law.

DISTRICT RESOURCES

Assets of the school are for school purposes only and not for personal benefit. This includes the personal use of organization assets, such as computers and other equipment.

ORGANIZATION RECORDS AND COMMUNICATIONS

The employees responsible for accounting and recordkeeping must fully disclose and record all assets, liabilities or both, and must exercise diligence in enforcing these requirements.

The employees must not make or engage in any false record or communication of any kind

including false expense, attendance, financial, or similar reports and statements.

PRIVACY AND CONFIDENTIALITY
Employees and members of the governing Board should be aware of restrictions to public access in areas such as student records, special education and executive sessions.

4.30 CHANGE MANAGEMENT PROCEDURES FOR ACCOUNTING SOFTWARE

Changes to organizational structure, job duties, temporary assignments as well as personnel movement will require changes in access to the different modules of the accounting software. This procedure will detail how the District manages those changes.

New Hires- In the event that access to accounting software is necessary due to a new hire, the business manager will determine what access to which modules is necessary, fill out the "accounting software access" form, and have it reviewed and approved by the Superintendent prior to making the changes in the software system.

Reassignments, Changes to Organizational Structure, or Additional Duties - In the event that access to accounting software is necessary due to changes internally, the business manager will determine what access to which modules is necessary, fill out the "accounting software access" form, and have it reviewed and approved by the Superintendent prior to making the changes in the software system.

Deletions-In the event that a user's access must be deleted from the accounting software system for any reason, the business manager will delete access for that individual as soon as it is determined that his/her access is no longer necessary. The business manager will then note on the "accounting software access" form the date that access was deleted and review with the Superintendent for approval.

Additionally, the business manager will review the user access report from the accounting software system with the Superintendent quarterly.
A file containing all of the aforementioned documents will be maintained in the business manager's office.

4.31 CASH IN SCHOOL BUILDINGS

Money collected by District employees, PAC boards, sponsors, student treasurers, and any other fund raisers occurring within the District will be handled with good and prudent business procedures, both to demonstrate the ability of school system employees to operate in that fashion, and to teach such procedures to the students.

All money collected will be receipted, accounted for, and taken to the District office for deposit weekly. The District will make bank deposits during regular banking hours.

Cafeteria receipts, other than money needed for daily operations, will be accounted for. All cash and/or checks retained at the school shall be kept in the school office safe until deposits are made. The school Principal will be responsible for the issuance of cash receipts/expenditure reports and weekly summaries, which shall be provided to the Business Office.

Board Approved: May 28, 2026

4.32 DISTRICT REVENUE COLLECTION PROCESS AND CASH RECEIPTS PROCEDURE'S

Revenue Collection and Cash Receipts Policy

As a state District, the OLCSD collects the majority of its revenue through electronic payments. The District's major revenue sources; Impact Aid, State Aid, and Title program funding are all ACH payment-based. A small amount of revenue is collected by traditional means; cash, check, and money order.

Strong and effective internal controls around the area of revenue and cash collection are essential to ensuring sound financial management, deterring fraud and abuse, detecting errors, providing reliable financial information to shareholders, defining roles and responsibilities in the revenue collection process, and ensuring compliance with all applicable local, state, and federal laws and regulations that the OLCSD may be subject to.

General Provisions

Payments to the District, will be accepted in the form of US coins and currency, check, money order, ACH transfer, and, when applicable, wire transfer. The District has no system for processing debit or credit card payments.

The School Accounting System (SAS) from Software Unlimited Incorporated (SUI), is the official record for accounting and reporting all revenue received by the District. Revenue source codes are used in SAS to identify the nature of the revenue. Sub-revenue codes, location codes, and facility codes can be used to further define and assign the revenue as needed and assure revenue is adequately tracked and recorded.

Revenue from grants and other reimbursable sources will be based on the parameters and limits established by the particular grant for reimbursing expenditures. There may be limited instances when an advance request is made for this type of program.

Cash Receipts

Cash receipts processing procedures must include the following internal controls to ensure that receipts are properly safeguarded, recorded in SAS, and deposited:

- All cash transactions will be issued a receipt from a pre-numbered receipt book to record all transactions. Receipt information should include name, date, amount paid, form of tender (cash, check number), and employee initials. This provides documentation of the transaction

and the receipt of monies.
- Mail opening and receipt preparation for funds received by mail will be a dual role procedure.
- Checks and money orders must be restrictively endorsed immediately upon receipt.
- Physical safeguards must exist over all cash receipts. All cash receipts shall be stored in a secure location (safe, cash box, locked file drawer) when not being actively processed.
- At the end of each day, all transactions will be recorded to the District's "Transaction Record (TR)" form. This form will include the name, date, amount, and reason for each transaction and a total of the funds received for that given time period.
- At the end of each week, the transition record will be transferred to the individual responsible for preparing the Cash Receipt (CR) document that will eventually be loaded in to SAS to record the revenue. The totals from the TR will be compared to the totals from the CR. Any discrepancies should be reported to the Business Manager and investigated immediately.
- Funds will be then be prepared for deposit. Deposits will be made in a timely manner after the proper receipting, and recording, has been accomplished. A deposit ticket will be made out for each deposit, and included along with the cash, in a locked cash bag. All deposits will be made by the District courier. Deposit receipts will be returned to the individual who prepared the deposit and verified against the deposit ticket, and the CR, to ensure that all records throughout the process reflect the same amounts.
- CR's will then be passed on to the individual responsible for coding the revenue to the correct revenue account, entering the CR into SAS, and producing the necessary reports for that process.

Electronic Receipts

The majority of the District's electronic receipts are received as ACH transfers. Impact Aid, State Aid, and Title Program revenue are received as ACH transfers. The District also receives a small number of wire transfer receipts. The District is notified, by letter, from its banking institution, when a wire transfer is received. This letter is then used as documentation of the CR.

A CR document is prepared, accompanied by any supporting documentation, and entered in SAS for all ACH and wire transfer receipts.

Bank Reconciliation

Monthly bank reconciliations, and accompanying reports, will be completed on a monthly basis. This process validates all the CR information, for both cash and electronic receipts, entered throughout the month. Bank statements will be directed to the Superintendent each month, prior to beginning the reconciliation process, for inspection. After the reconciliation is complete, it and its accompanying reports, shall be reviewed by the Business Manager and Superintendent. This information is then used to prepare the monthly financial report for the Board of Education.

Segregation of Duties

Segregation of duties is a category of internal control that deals with separating duties in a process that are deemed to be incompatible and would allow for a greater likelihood of fraud and abuse. To the extent possible, the functions of logging, receipting, depositing, and reconciling cash receipts, should be segregated with only one function assigned to an individual. When adequate segregation of duties is not possible, for any reason, the Business Manager should develop other documented

procedures and safeguards to ensure adequate controls are in place.
Examples of compensating controls; mandatory vacation, periodic rotation of duties, periodic reconciliations, periodic verifications, and external reviews.

A risk assessment chart, which designates and delineates the steps in the revenue collection and bank reconciliation process, will be maintained by the Business Manager. When changes to the process are necessary, the changes will be made by the Business Manager and reviewed by the Superintendent.

Monitoring Effectiveness
Periodically, the Superintendent will review deposits and postings of cash receipts, as well as observe portions of the process, to ensure established procedures are being followed.

At the discretion of the Business Manager, a qualified CPA firm may be consulted periodically to review the revenue collection process and provide feedback on how.

Reviewed and Approved: 5-28-2026

4.33 CASH RESERVE

Philosophy
The establishment and maintenance of a funded Board-Designated Operating Reserve is a high priority. This will enable the District to support strategic business practices and to:

- Manage cash flow interruptions.
- Help fund construction and capital improvement projects.
- Minimize the need for working capital borrowing.
- Meet commitments, obligations or other contingencies.
- Generate investment income.

Policy
The purpose of this policy is to establish and maintain a funded Board-Designated Operating Reserve, unencumbered and uncommitted, at a level relative to the annual funding and the costs of operating and maintaining the organization.

The Operating Reserve is intended to serve a dynamic role and is available to be utilized as needed rather than being static, devoted only to generating interest income.

Strategies and Procedures

A. Operating Reserves shall be accounted for as Undesignated Operating Funds.

B. The Finance Committee will have the responsibility for developing and recommending policies and guidelines for the management, and investment, of the Operating Reserve assets. Finance Committee will recommend such policies and guidelines, to the Policy

Committee, who will then recommend to the Board of Education.

C. The Operating Reserve goal will be to achieve and maintain 80% of the district's total yearly payroll, as calculated from the district's preliminary budget, presented to the Board of Education in May of each year.

Sources
Assets for the Board-Designated Operating Reserve accounts will come from the Annual Campaign, unrestricted Legacies/Bequests/Memorials, earnings on investments, recapture of undistributed Allocations/initiatives, Special Grants and other sources the Executive Committee may deem to be appropriate. Uses Internal line of credit for use to financially operate the organization.

A. Funds to stabilize a level of allocations or a level of increased allocation when events affect the source and application of funds.
B. Funds to meet unfunded and unexpected organization needs.
C. Funds for emergency and emerging needs.
D. Funds to use for construction, and other capital improvements.

Governance
The procedure for approving use of the Operating Reserve Funds will be as follows:

1. Request submitted to Finance Committee
2. Action taken by Finance Committee
3. Recommendation to the Board of Directors by the Finance Committee Maintenance

The status of the funded Board-Designated Operating Reserve will be calculated at the end of each fiscal year based upon the total salary figures from the upcoming fiscal year's preliminary budget.

Operating Reserve Ratio Calculation

The calculation formula will be based upon amounts defined in Strategies and Procedures as follows:

> Unrestricted, Board-Designated Operating Reserve as of 06/30 = Total Salary Expenses from Current Fiscal Year Budget x .80

The Operating Reserve Ratio Calculation will be presented to the finance committee for consideration before June 30th. The Operating Reserve Ratio Calculation will be presented to the Board of Directors, with input and recommended changes from the Finance Committee regarding the adequacy of the reserve amount, at their annual board meeting held on, or prior to, July 15th. The Board of Education will then authorize changes as they deem fit.

4.34 INTERNAL CONTROL

GENERAL

The District 65-1 has established procedures to maintain internal control over assets. The purpose of establishing internal controls is to provide a reasonable assurance that the District will accomplish its objectives of safeguarding assets, providing reliable financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established district policies and procedures.

CONTROL FRAMEWORK

The District 65-1 has implemented an internal control system and framework based on its internal external needs. It is the policy of the district to ensure that its control framework provides for strong administrative governance. The district's internal control system is a relevant evaluation tool for internal control over financial reporting.

It is the policy of the district that its own internal control framework and review evaluations:

- Be free from bias;
- Permit reasonably consistent qualitative and quantitative measurements of the district's internal control system;
- Are sufficiently complete so that those relevant factors that would alter a conclusion about the effectiveness of the district's internal controls are not omitted.

ETHICS STATEMENT

The District 65-1 makes every effort to set an honest and ethical tone for the district that is demonstrated at every level. The district operations reflect the overall attitude, awareness, and actions of the school board, management and others concerning the importance of how the district views internal controls and the management of these controls.

COMMUNICATION AND TRAINING

The District 65-1 makes every effort to maintain communication with all employees regarding the policies and procedures of the district including, but not limited to, periodic training for personnel, both at school sites and the administration office, and regular meeting of the board. The district's Board Policies and meeting agendas are maintained on the district website along with other information necessary to the requirements for safekeeping of various assets and transparency of financial operations for both employees and taxpayers. Supervisory hierarchies are maintained to ensure proper approvals and processes are in place.

PERSONNEL

The recruitment of competent, honest individuals is administered through the services of the human resource department and administrative personnel. The training of staff regarding the established policies and procedures governing all financial transactions is administered through the Business Office.

- Segregation of Duties. The assignment of duties to staff members who have access to the Financial Management System is done with the intent of limiting their ability to cause and conceal errors or irregularities. Working within certain limitations, including staff size,

incompatible functions are not assigned to any staff member. Details of incompatible staff assignments are specifically addressed for focal points, such as accounts payable and receiving, or posting cash receipts and reconciling the bank accounts. Continued monitoring and oversight must take place daily to ensure secure business operations.

- Transaction Authorization. The budget is allocated to each school site and program area and the authorization or expending of funds is assigned to the principal, or director, for monitoring. The individual school principal is responsible for his/her budget and for assuring that each request is appropriate and necessary. The district requires all purchase orders to be processed with all necessary signatures including the staff member, principal, business manager, and superintendent, if necessary.

- Transaction Recording. Transactions are recorded at the time of payment. The business office staff is responsible for verifying the amounts, the classification to the appropriate account codes, and the proper authorization of all transactions prior to posting to the school accounting system. All source documents used to record transactions are official district forms and are sequentially numbered by the accounting system or on pre-numbered forms for accountability. All voided check warrants are marked VOID and kept on file for the auditor's review.

- Safekeeping Assets. The access to assets is limited by assigning primary custodians for the assets at each building or department. The primary custodian at each location is responsible for monitoring the access of building, vehicles, cash, and other assets.

- Record Reconciliation. The business office administers the comparison of actual assets on hand with the amounts recorded in the school accounting system. Monthly reconciliation of bank statements and other financial records are prepared and verified during the monthly closing process. All discrepancies found during the reconciliation process are researched and corrected at the time they are detected. These closeout procedures are administered as a joint effort by the business office staff. Reconciliation of the bank accounts is handled by the business manager and verified by the Superintendent. The fixed asset listing is maintained by the accounting assistant and verified by either the business manager or Superintendent.

RISK ASSESSMENT

The District analyzes all processes and applies a risk assessment evaluation to determine inherent risks in each of its accounting processes. Emphasis is on communication to ensure that each employee is aware of necessary processes to meet certain objectives. The district holds meetings several times a year with key personnel to ensure that employees involved with the acquisition and disposal of assets are thoroughly trained and informed of proper procedures. At the same time, the district must weigh the costs of certain requirements to make sure that the benefits derived do not outweigh the cost of implementing, maintaining, and monitoring the system.

CONTROL ACTIVITIES

Budget

The District prepares and adopts an annual budget in accordance with South Dakota Codified Law requirements. The budget is prepared by the business manager, under the supervision of the superintendent. Principals and department heads are consulted during the budget process and make recommendations regarding budgetary issues, including site-based allocations, staffing and capital project recommendations. The budget and 5-year capital outlay plan are reviewed by the Superintendent, business manager, and School Board Finance Committee before being finalized by the entire School Board. The budget is then presented to the Board of Education for approval and adoption at the September board meeting. Upon approval, the budget is entered in the school accounting software. South Dakota Codified Law allows schools to expend funds for the new fiscal year beginning July 1 prior to the approval and adoption of the official budget.

FINAL CASH BALANCES

Upon completion of the final close for each fiscal year, the district determines the actual cash balances and fund balances for all funds and reports them to the Board of Education. The budget is then adjusted by the adoption of a Supplemental Budget, if necessary. Upon approval by the board of Education, the district will adjust the budget, and incorporate the changes into the school accounting system.

BUDGET MAINTENANCE

The budget is maintained in the Business Office using the school accounting system to ensure that all spending is in accordance with budget authority. While budget objects and functions may be overspent, overall budget funds may not be overspent.

All budget increases, decreases, and adjustments are presented to the Board of Education for approval. Budget adjustments, which do not alter the total amount of the budget, are made as considered necessary by the business manager.

PAYROLL

The Human Resource Department is responsible for monitoring the hiring of personnel, authorizing salaries, and initiating employment contracts. The business department issues all employment contracts. The business manager verifies that the budget is available for any staffing increases. All payrolls are processed from the approved employment contracts. All additional payrolls are processed by exception and only with proper authorization from the business manager. These payroll payments can include substitutes, non-contracted personnel, and/or payment for additional services provided, such as summer school.

The business office is responsible for tracking and maintaining employee leave balances via leave request forms generated at the building/department level.

Principal and department heads are responsible for monitoring times and dates worked, and approving all the time records for his/her employees. Any employee falsifying time records is subject to dismissal.

The business office is responsible for maintenance of employee insurance, retirement programs, and other voluntary and mandatory payroll deductions. After the payroll data is entered into the school accounting system, a proforma payroll is run to verify data for accuracy. A payroll register generated from the accounting software is used for the verification process prior to the generation of the payroll checks. Accounting software is remote hosted and is automatically backed up.

A payroll check register is generated to document all payments made for each payroll run. Additional reports are available for review and verification, and for audit purposes. A payroll summary sheet is produced from the school accounting software and is reviewed by the business manager before processing the checks, direct deposits, and federal tax payments.
All blank check stock is stored in a locked safe in the office of the business manager. Access to this office and locked cabinet is limited. All payroll checks are sequentially pre-numbered and direct deposit stubs are numbered sequentially by the school accounting system.
The business office maintains all employee earnings deduction, and leave records according to the regulations. Monthly, quarterly, and annual payroll tax benefit reports required by the Federal State, and local governmental agencies are prepared by the business manager.

PURCHASING

The building principals, department heads, superintendent, and business manager are responsible for assuring that all purchases against budgets are appropriate and necessary. All purchases made on behalf of the district are required to be fully approved through the purchase order process.
The initiating employee is ultimately responsible for the completion of the purchase order. All purchase orders are submitted through the district's electronic requisitioning platform. This platform automatically moves the purchase order to the different approval levels based on the program requirements. Requisitions are the initial document submitted to the building principals. Once approved by the building principal/department head, the business manager approves and the document is assigned a purchase order number by the requisitioning system. Orders are then automatically placed, by email or fax, by the requisitioning system. The initiating employee is responsible for reconciliation of the packing slip to the purchase order, and submission of invoice copy, packing slip, purchase order, and other supporting documents to the business office for payment.

ACCOUNTS PAYABLE

All vendor invoices are mailed to the business office. The vendor invoice is matched to the receiving copy of the Purchase Order. Once the documents are matched, the items invoiced are checked back to the items listed on the approved copies of the purchase order. The administrative assistant checks each invoice carefully to verify amounts due, shipping and handling costs, and any other applicable discounts, etc. After these verifications are in place, the invoices and supporting documentation are forwarded to the accounts payable department. The accounts payable clerk verifies this information and assembles a payment voucher. Payment vouchers are then passed on to the business manager for review and approval.
The accounts payable clerk then generates a detail invoice listing and schedule of checks to be written to verify the accuracy before checks are written. The accounting assistant verifies this list back to the original vouchers. Once this verification is complete, checks are printed. A listing of all checks written is created from the school accounting system and is presented to the board of education for approval at its regular meeting. The business manager and board president' signatures are automatically placed on the checks when printed. Checks are then placed in a locked safe to await board approval. Once approved, the checks are passed to the administrative assistant who disseminates checks and reconciles the outgoing checks to the checks listing.

BANK RECONCILIATIONS

All bank accounts are reconciled on a monthly basis. The business manager and superintendent approve the bank reconciliation and any adjustments necessary to the general ledger. The accounting assistant is primarily responsible for completing the bank reconciliation in the school accounting software. If discrepancies are identified, the accounting assistant is responsible to identify issues. If this requires an adjustment, that adjustment is developed by the business manager, approved and entered by the accounting assistant, and then verified by the business manager and approved by the superintendent. The monthly check registers, transaction journals, and general ledgers are generated monthly and are stored in the Business Office and may be accessed from the school accounting software for review by the superintendent and other interested parties. A summary report of all this information is developed by the business manager, approved by the superintendent, and then distributed to members of the board. All journal entries needed for correction are detailed on the Manual Journal Entries report from the school accounting software.

PER DIEM & MILEAGE

Employees and Board members of the district are entitled to reimbursement of registration fees, mileage, per diem and other costs associated with authorized trips for official school business. The district has 3 different forms of travel:

In-district travel – this would be travel throughout the Pine Ridge Indian Reservation between the district's schools. This travel does not require approval unless personal vehicle use and mileage reimbursement is being requested.

In-state travel – All in state trips must have administrative approval, prior to traveling. This approval is requested on the travel authorization form. The business purpose of the trip must be justified and all costs associated with the trip must be itemized, if reimbursement is expected. The business office will process the reimbursement travel form only with sufficient approvals and required documentation such as invoices attached to the reimbursement request.

Out-of-state travel – All out of state travel requires prior approval by the building principal/department head, business manager, and superintendent, prior to being submitted to the board of education for final approval. The travel reimbursement form will be processed with sufficient documentation only and personnel will follow the same procedures as listed with in-state travel. If, in the event, personal vehicles are utilized, proof of insurance will be required and submitted to the business office prior to the trip. All receipts for out-of-pocket expenditures for transportation, registration, and miscellaneous expenses are required for reimbursement.
Any meals and/or lodging costs included in the registration fee will not be reimbursed.

All district employees are eligible for payment of per diem prior to the travel. Employees are eligible for reimbursement of travel related expenses upon return from their approved trip, but must submit reimbursement requests within 60 days of returning from the trip. Any requests for reimbursement not made within this time frame are forfeited. The reimbursement for travel expenses shall not exceed the travel per diem limits set forth by the board of education.

CASH RECEIPTS

All operational monies received are collected and recorded according to School Board Policy

4.32. Initially, all incoming funds are funneled to the front desk receptionist of the district's administration office. The receptionist records all incoming payments, by dual observation, on a transaction record form. This form will include the name, date, amount, and reason for each transaction and a total of the funds received for that given time period. At the end of each week, the transaction record form, funds recorded, and all supporting documentation is passed on to the payroll clerk for preparation of a cash receipt and deposit. All monies are receipted using pre-numbered receipts and are deposited into the district banks account. The business manager and superintendent verify all receipts posted as being deposited as part of the reconciliation of the bank account. For monies received by ACH transfer and/or electronically, the same process is utilized, but the accompanying documents are generated by the bank and/or electronic notification from sender, and attached as appropriate. The receipts are posted and recorded into the school accounting software.

DEPOSITS

Deposits are prepared by the payroll clerk, who is responsible for no other steps in the reconciliation process. Deposits are prepared and all amounts are listed on a bank deposit slip. Deposits are then placed in a sealable plastic bag and sealed.

Deposits are then given to the district courier for deposit at the bank. Deposit receipts are then returned to the payroll clerk for verification and attached to the corresponding cash receipt information. Deposits are then verified through the bank reconciliation process by the accounting assistant and business manager.

PETTY CASH

Petty cash funds will be established at each of the four schools, as well as the central administration office, under the authorization of the business manager and Superintendent, and in accordance with South Dakota Codified law. These funds will be intended for small purchases and reimbursements and set up utilizing the procedures set forth in School Board Policy 4.18 Petty Cash Accounts.

INVESTMENTS

The District accounts for all monies placed in interest bearing accounts by fund. Excess cash balances in the bank accounts generate interest which is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the school accounting system when the credit is received. The Business Manager shall maintain an investment register. The register itemized the type of investment, investment date, maturity date, investment institution, and the amount of investment correspondence with banking institution is documented periodically and available for review. The School Board shall approve all district investments, per the investment procedure outline in School Board Policy 4.08.

DEBT SERVICE

All authorized debt principal and interest payments are accounted for in the appropriate fund, dependent upon the nature of the debt. A record of indebtedness is maintained by the business manager. This schedule lists the date of teach outstanding long-term debt, the original amount of the issue, principal and interest payments, and the total outstanding balance for each issue at fiscal

year-end. All debt statement payments issued are verified by the business manager for payment and follow the district's normal accounts payable process. Checks, or, ACH payments, are issued from the district's bank account and forwarded to the authorized paying agent as applicable on or before the due date.

REPORTING

Monthly reports are prepared and maintained by the district. The Superintendent reviews bank statements and a monthly reconciliation is performed by the business manager. Each fund's activities are then reconciled on a year to date bases to determine if all adjustments have been made to the school accounting system correctly. The Business Manager is responsible for ensuring the reports are prepared accurately and timely, with review and approval from the Superintendent. Any discrepancies are reported immediately to the appropriate business office staff member for correction. Access to the school accounting system is limited and initiated by a password procedure established by the business manager. This limited access was established in an effort to ensure records will not be altered and accountability can be maintained. A semi-annual review of accounting software access is completed by the business manager and reviewed by the superintendent to ensure no unnecessary, or, unauthorized, access has been granted. Reports are then filed and maintained as per the Schedule of Retention and Disposition of Records. A copy of the district's audit report is forwarded to the South Dakota Department of Legislative Audit. The Superintendent, the Oglala Lakota County School Districts Board of Education, and the Business Manager receive hard copies of this report.
This report can also be accessed through the South Dakota Department of Legislative's webpage at http://legislativeaudit.sd.gov/default/aspx. The districts' website also contains a link to the SD DLA's webpage, so that audits could be accessed through the website.

JOURNAL ENTRIES

The district limits access for journal adjustments outside of the automated school accounting system adjustments to selected personnel who have adequate training in the operation of complex financial software for fund and allocation accounting. All journal entries are jointly approved by at least two authorized individuals.

4.35 FOOD SERVICE PROGRAM MANAGEMENT

The Board shall implement a Food Service Program for students to meet all sanitation, nutrition, and quality meal requirements of Child and Adult Nutrition Services Program (CANS) and other requirements established by the Board.

The Cook Manager shall be responsible for the program on a daily basis.

Goals of the Food Service Program are:

1. To provide sanitary food preservation, preparation, and serving activities designed to enhance student participation in the food service program.
2. To prepare menus that meet nutritional standards and consult with the student council on items for meals that enhances student participation in the program.
3. To implement daily cleaning and maintenance activities in the food service area that ensures compliance with sanitation and health requirements.

4. To implement a system of meal preparation that promotes variety, participation, cost-effectiveness, and nutrition.
5. To implement an accounting and reporting process designed to accurately reflect participation in the food service program.

The basic requirements of the Food Service Program are:

1. Individuals who are not food service employees are prohibited from being in the food preparation area unless authorized by the school principal(s).
2. Food items shall not be taken from the food service area by individuals for their personal use.
3. Groups requiring food service for special meals are required to submit a written request to the principal(s) a week in advance.
4. Food service personnel shall be appropriately attired and groomed.
5. Students shall be prohibited from being in the food service area unless approved to assist by the principal(s).
6. The school principal(s) will assign a staff member to monitor the POS system at each meal service.
    a. All students, staff, and guests must use the pin pad (Point of Service POS system) to record meals served to meet state requirements for funding and district requirements for purchased meals.
7. Adults may participate in the breakfast and lunch program if they purchase a meal ticket from the designated school employee.
    a. Adults may use a payroll deduction form for the purchase of meal tickets.
    b. Adults must keep their balance current. Failure to pay for meals will result in a payroll deduction on the next pay period.
8. School-sponsored activities requiring access to food service materials, supplies, equipment, or facilities are not required to submit a deposit. Such activities must have approval of the principal(s).

Board Approved: 6-20-24

4.36 FOOD SERVICE PROGRAM

The Board shall participate in Child and Adult Nutrition Services (CANS) program and Child and Adult Care Food Program (CACFP) to assure all students the opportunity to receive proper nourishment.

The Food Service Director and school principal(s) are responsible for enforcing rules, regulations and procedures which meet tribal, state, and federal requirements regarding participation in programs for free or reduced-price meals and other available supplementary food and nutrition program resources.

The Food Service Director and school principal(s) shall be responsible for developing and implementing regular, daily and other scheduled cleaning assignments of staff to ensure that health and sanitation requirements are consistently met in the food service area.

Board Approved: 6-20-24

4.37 FOOD SERVICE RECORDS

The Food Service Director shall be responsible for assessing student eligibility for free lunches and for making certain that daily accounting and record keeping for maintaining program compliance and reimbursement are met.

The Food Service Director with the Finance Director shall monitor and submit reports to CANS and CACFP programs and shall conduct periodic auditing of accounting and reporting data maintained daily by the food service program.

Board Approved: 6-20-24

4.38 PROCUREMENT PLAN

The District will implement a procurement plan that provides for free and open completion, transparency in transactions, comparability, and documentation of procurement activities aligned with the state food service regulations noted in the procurement plan. The annual approval of the plan will occur at the July board meeting. The procurement plan will be placed in the Board Policy Appendix 17.

Board Approved: 12-23-2024

4.39 GATE RECEIPTS AND ADMISSIONS

Cash payment will be accepted for admission to a school-affiliated event on the day of the event for which the admission fee is less than two hundred dollars per individual.
For purpose of this policy, a "school-affiliated event" means any athletic competition, play, musical, concert, performance, or other activity occurring in this state, which is conducted or sponsored by the district, or in which the district participates, and for which an admission fee that is less than two hundred dollars per individual charged.
Credit cards or other electronic payment methods may also be accepted by the District for gate receipts and admissions.
For any event at which the District distributes materials to students or patrons that is not an event conducted or sponsored by the District, the District may note in such materials that the event is not conducted or sponsored by the District.

Board Approved: 3-11-2026



Oglala Lakota County School District 65-1

Section 5

SECTION 5

SCHOOL OPERATIONS AND SUPPORT SERVICES

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5.01 SUPPORT SERVICES GOALS

Support services are essential to the successful function of a school system. Management of auxiliary operations is therefore an important responsibility of the District administration. It should be remembered, however, that education is the District's central function; all support services will be provided, guided and evaluated by this requirement.

In order to provide support services that are truly supportive of the educational program, the Board

establishes these broad goals:

1. To provide a physical environment for teaching and learning that is safe for students, start: and public;
2. To provide safe transportation for students to and from school and nutritious meals for students;
3. To provide support services, resources, and assistance to fulfill the needs and promote the goals of the educational program.

5.02 BUILDINGS AND GROUNDS INSPECTIONS

The Building Principal and the Maintenance Director will be responsible for the general safe operations of the buildings and grounds and will periodically assist in their inspection for safety hazards.

At least annually, the Building Principal will assist an inspector of the department of public safety in the inspection of school buildings and grounds for fire safety hazards.

Violations of fire protection laws and other safety hazards will be reported to the Building Principal, Maintenance Director or Superintendent and corrected to ensure the well-being of all students, staff and the general public on school property.

Legal References: SDCL 13-25 (Fire Safety in School Buildings)

5.03 EMERGENCY PLANS

The District Administrators, with state emergency management officials, will develop and maintain a Safety Response Book, containing emergency plans that meet the requirements of state law for preparedness in case of fire, civil emergencies, and natural disasters.

1. The Safety Response procedure manual for the District will be the official guide for the District in case of fire, civil emergencies, and natural disasters. Policies and procedures set forth in the procedure manual are School Board policies and will be followed by all personnel and students.

2. Principals will meet all requirements for conducting fire and emergency drills to give students practice in moving with orderly dispatch to designated areas under emergency conditions, and to give the staff practice in carrying out their assigned responsibilities for building evacuation.

5.04 FIRE DRILLS

1. A fire drill will be held in each school building a minimum of two (2) fire drills each semester.

2. Definite instructions will be furnished by the principal to teachers and students as to route and manner of exit during fire drills. Special instruction in fire drill procedure will be given to students the first week of school, and the first fire drill of the school year must be held during the first two (2) weeks of school.
3. Fire drills will be held without warning and will be varied in procedure to give the students the experience of varying fire possibilities. Order, rather than speed, will be stressed in fire drills.

4. Every teacher will be familiar with the location of fire extinguishers in the building and will be informed regarding the location and operation of fire alarms. Principals will keep a record of all fire drills held in their schools, stating the date the drill was held and the time required for evacuation of the building.

5.05 EMERGENCY SCHOOL CLOSING

The Superintendent is hereby authorized to determine whether schools should be closed due to inclement weather, disease, or other emergencies. The administration shall notify area radio and television stations of information regarding the schools that are closing. If students cannot be returned home due to inclement weather, the parents will be notified if at all possible. Under no circumstances shall students be left by school bus drivers out of the sight of the student's home during inclement weather unless the parent or other adult, known to the driver, is present. Any emergency dismissal of school after classes have been convened and/or students have been accounted for with the school's daily attendance shall be counted as a day in session.

5.06 ACCIDENT PREVENTION AND SAFETY PROCEDURES

Student safety will be considered a part of the general education program. Students in courses will be given an orientation each semester to familiarize them with the equipment and materials they will be using and the dangers involved if safety precautions are not taken. Signs will be posted in rooms as a constant reminder of these safety precautions. Whenever a new piece of equipment is introduced in a class, instruction on its use and safety procedures will be given. All safety and instruction manuals will be kept current and available to students. Examinations over safety procedures will be given in these classes.

5.07 ACCIDENT REPORTS

Accurate and prompt accident reporting is essential if similar accidents are to be prevented from happening again. If there are injuries or damage, prompt reports are vital in assuring the District, staff, students, and others of proper insurance coverage. Therefore, the Board requires that an accident report be filed for every accident that takes place on school property, or that involves a school vehicle, students or staff on school-sponsored trips, or staff members on authorized school business trips. Such accident reports are required whether or not there is an injury or damage immediately evident.
For accidents involving students, the staff member responsible for the child when the accident

occurred will file an accident report with the principal on the same day. Employees will report promptly to the principal any accidents occurring off school grounds or involving school transportation vehicles. Accident reports will then be filed with the business office.

Accident report forms are made available at each school; they will give information that: Might be helpful in preventing similar accidents in the future;

1. Is needed for filing insurance claims;
2. Might be important in case of litigation.

Post Vehicle Accident testing:

- District employees must report all accidents to his/her supervisor or designee immediately following the accident.
- They shall provide copies of all requested documentation regarding the accident and any subsequent medical or legal records related to the accident.
- All District employees must be tested for alcohol and controlled substances, as soon as possible following an accident involving –
    - Tests for alcohol should be performed within 2 hours and at least by 8 hours.
    - Tests for controlled substance must be completed within 32 hours.
    - Due to these time frames the employee is not to consume any alcohol for 8 hours after an accident, nor are they allowed to ingest any controlled substance for 32 hours, with the expectation of those administered by a health care professional.

5.08 FIRST AID

The school is responsible for giving first aid or emergency treatment only in case of sudden illness or injury to a pupil or a member of the staff. Further medical attention in the case of a pupil is the responsibility of the parent or guardian, or the person designated for emergencies; and in the case of a member of the staff, or the particular individual.

First aid is defined as the immediate and temporary care given in case of an accident or sudden illness, which enables the child to be taken safely home or to a physician. It does not include diagnosis or treatment. Any care beyond first aid will not be given.

Each principal will be charged with directing the immediate care of ill or injured persons who come within his/her area of responsibility.

Procedures for the proper handling of such emergencies will be developed and made known to the staff. These will incorporate the following requirements:

1. No treatment except first aid is permitted in schools. The school's responsibility is to place the ill or injured student in the care of the home or family physician as soon as possible.
2. Teachers or other trained persons, or bus drivers if the injury occurs on a school bus, will be responsible for administering first aid to students with minor injuries such as scratches, abrasions, bruises, etc.
3. A master first aid kit will be kept and properly maintained in each school and each school bus.

4. No drugs will be administered by school personnel unless authorized by a physician.
5. Parents will be asked to sign and submit an emergency medical authorization, which will indicate the procedure they wish the school to follow in event of a medical emergency involving their child.
6. In all cases where the nature of an illness or an injury appears serious, the parent or guardian will be contacted if possible, and the instructions on the child's emergency card followed. Thus, in extreme emergencies arrangements usually may be made for a child's immediate hospitalization whether or not the parent or guardian can be reached.

No young child who is ill or injured will be sent home alone, nor will an older child unless the illness is minor and the parent or guardian has been informed in advance.

5.09 VANDALISM

Every citizen, every student, every staff member, and all members of the Police Department are urged by the School Board to cooperate in reporting any incidents of vandalism to school property and the name(s) of the person or persons believed to be responsible. Each employee will report to the building administrator every incident of vandalism known to the employee and, if known, the names of those responsible.

- The Superintendent or designee is authorized to sign a criminal complaint with both state and tribal authorities and to press charges.

- Any student found guilty of any form of vandalism or defacement of school property will be disciplined in conformance with District policy. Criminal actions will be reported to law enforcement authorities.

- Parents and students will be made aware of the legal implications involved. Reimbursements will be sought from both parent and student for all or part of any damages.

5.10 VIDEO SURVEILLANCE

The District recognizes the responsibility to maintain a safe learning environment for all students, visitors, and staff on all school property, including but not limited to, the offices, school buildings, classrooms, school grounds and school vehicles. The District also recognizes confidentiality of students and staff.

The Board authorizes the use of video surveillance on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, and equipment. The Superintendent will approve appropriate locations for video surveillance.

Accordingly, the District authorizes the use of electronic surveillance as follows:

1. Video cameras shall be placed in public locations including but not limited to staff work rooms, and breakrooms as deemed appropriate by the Superintendent, principal,

director of technology or designee and shall not be placed in areas where there is a reasonable expectation of privacy (.i.e. restrooms locker rooms).

2. The use and maintenance of electronic surveillance equipment shall be used for appropriate District purposes only and shall be supervised and controlled by the Superintendent, the school principals, director of technology or designee. Tampering with, disabling, interfering or removal of video camera equipment, GPS, or other tracking devices is prohibited and violators will be subject to disciplinary action.

3. Surveillance systems and all resulting recordings shall be located in a secure area and access to the system shall be strictly limited. Recordings may be viewed only as authorized by the Superintendent, principal or designee. Unauthorized viewing of footage or recordings may result in disciplinary action up to and including termination.

4. The surreptitious (inappropriate and unauthorized) recording of any conversation on school grounds or at a school activity is prohibited.

The Superintendent will notify staff and students through staff and student handbooks or by other means that video surveillance is in use District property. A notice will also be posted at the main entrance of all District buildings, and on all buses, indicating the use of video surveillance.

The Superintendent, and/or designee will review and approve saving recordings submitted by the Principal and/or designee; or Human Resource Director. The District will comply with all applicable state and federal laws related to record maintenance and retention.

Viewing Requests

All requests to view must be submitted in writing to the Superintendent, principal or designee within thirty (30) days of the incident. Requests for viewing will be limited to those parents/guardians, students and school officials specified and lawful interest, and the privacy and identity of other students not involved shall be strictly protected. A specific incident may only be viewed as authorized by the Superintendent, principal or designee.

Law enforcement related agencies may receive a copy of the recording with a subpoena issued from a court of competent jurisdiction, but may be able to view a videotaped incident if it is an emergency, upon written request to the Superintendent or designee and upon his/her approval. Only the portion of the video recording concerning the specific incident will be made available for viewing (or copied).

Requests to view footage for reasons not related to the health, welfare, and safety of students and staff will be denied unless a subpoena is issued from a court of competent jurisdiction.

Approval/denial of the request will be made by the Superintendent, principal or designee within 15 school days from receipt of the request and so communicated to the requesting individual.

Actual viewing will be permitted only at school related sites, including the school buildings or

essential administrative offices. Video recordings remain the property of the District.

Board Approved: 3-14-2025

5.11 USE OF COMPUTERS & NETWORKS

Internet access is now available to students and staff in the District.

A. TERMS AND CONDITIONS OF USE
   The use of a District account must be in support of education and research and consistent with the educational vision, mission, beliefs and outcomes of the District. All users of the District's computers and networks are expected to abide by accepted rules of network etiquette.

B. The rules of acceptable internet behavior include but are not limited to the following:
   1. Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret.
   2. The-use of the district's computers and network is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges.
   3. Use of the District's Internet is voluntary on the part of the student.
   4. Be polite. Do not be abusive in messages to others.
   5. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
   6. Illegal activities are strictly forbidden.
   7. Revealing personal information, addresses or phone numbers of other users is strictly forbidden.
   8. Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail.
   9. Messages relating to or in support of illegal activities will be reported to building administrators.
   10. Do not use the network in such a way that you would disrupt the use of the network by other users.
   11. All communications and information accessible via the network should be assumed to be private property. Therefore, copyright laws should be followed.
   12. Place your signature at the bottom of all e-mail. Your signature should include your name, position, affiliation, and email address.
   13. Inappropriate use includes but is not limited to:
       a. Intentional uses that violate the law,
       b. Intentional uses that are specifically named as violations in this policy,
       c. Intentional uses that violate the regulations of the school district or;
       d. Any other intentional use that hampers the integrity or security of the school district's computer network or any computer networks connected to the Internet.
   14. The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the users own negligence, or the District's errors, or omissions.
   15. Security on any computer system is a high priority, especially when the system involves many users.

a. If a user identifies a security problem on the Internet, the user must notify the District's technology coordinator.
b. The user shall not demonstrate the security problem to other users.
c. Use of another individual's account without written permission from that individual is prohibited.
d. Attempts to log-on to the Internet or school's Wi-Fi as a system administrator will result in cancellation of user privileges and may invoke disciplinary action which can include termination of an employee or expulsion of a student. In addition, the matter may be referred to law enforcement for criminal prosecution.
e. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Internet.
f. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any of the other networks that are connected to any of the Internet. Vandalism includes, but is not limited to, the uploading, intentional distributing or the creation of computer viruses.
g. The use of a District account must be in support of education and research and consistent with the educational vision, mission, beliefs and outcomes of the District. All users of the District's computers and networks are expected to abide by accepted rules of network etiquette.

16. To ensure the security and management of school devices, all staff members are required to use their **managed Apple ID** (formatted as <name>@olcsd.com) for accessing Apple services on **school-issued Apple devices** only. Use of personal Apple IDs on school devices may lead to security vulnerabilities and breaches of privacy, and is strictly prohibited. For all other school-issued devices, including Chromebooks and PCs, staff should follow the appropriate device management protocols. Compliance with this policy is essential to maintain the integrity and security of our technology environment.
17. Multi-factor authentication (MFA) is now a required security measure for K-12 logins, as mandated by the state, and will be implemented in Infinite Campus to protect student and staff data. MFA adds an extra layer of security by requiring both a password and a second form of verification, such as a mobile app. Microsoft and Google Authenticator, both free and widely available apps, will be used for this process. These apps are provided at no cost on all school devices and are also free to download from the Play Store and App Store, ensuring ease of access for all users.

C. PROCEDURES

1. Building administrators will determine who will receive Internet accounts in their respective buildings.
2. The District network administrator will assign all account numbers.
3. Student accounts will be assigned only with the written permission of the student, a parent or guardian, and a teacher.
4. Staff accounts will be assigned only with the written permission of the staff person.
5. Each student, teacher, or staff member who receives an account will be part of a discussion with a District staff member pertaining to the proper use of the network prior to use of that account.
6. The administration of the District may request the assistance of the Technology Director to deny, revoke, or suspend specific user accounts, based on inappropriate use.

7. Building administrators will determine whether inappropriate use has occurred on a case by case basis; their decision may be appealed to the Superintendent.

D. VIOLATION CONSEQUENCES

- Violations of the International, United States, South Dakota, Oglala Lakota County School District or Oglala Sioux Tribal law, through the use of the District's Internet access may result in disciplinary action or litigation against the offender by proper authorities.

E. STUDENT CONSEQUENCES

- School disciplinary action, including suspension or expulsion, or appropriate legal action may be taken.
    - Preliminary determination: The school administration with the assistance of the teacher will make the initial determination of a policy violation.
    - Student Due Process: Violations will be accorded due process as per school district policy.
    - Internet Access: Following due process, the network administrator, as per district policy, may deny, suspend, or revoke any or all Internet privileges.

AGREEMENT

All student users and their parent(s) or guardian will sign the Internet Use Agreement form attached as Appendix to this policy. All employee users will sign the Internet Use Agreement form attached as Appendix to this policy.

Board Approved: 3-14-2025

5.12 EMPLOYEE USE OF NETWORKING SITES & SOCIAL MEDIA

Technology will be used to complement and foster public education. Utilization by employees must not distract from or disrupt the educational process. Proper decorum is the standard of conduct expected of a professional and ethical representation of the District. That standard will apply to the use of technology and social networking sites.

The Superintendent will ensure that staff members are reminded and informed of the importance of maintaining proper decorum when using technology as well as in person.

Prescribed conduct includes but is not limited to:

- Improper fraternization with students.
- Allowing students as friends on networking sites.
- Staff members providing private phone numbers without prior approval of the District.
- Inappropriate email or phone contact with students.
- Posting items containing inappropriate sexual content.
- Posting items exhibiting or advocating illegal use of drugs or alcohol.
- Refrain from advocating or promoting their own personal philosophies not aligned with the mission statement.

Electronic contacts with students will be through the District's property except in the case of an emergency.

All contact and messages by coaches with team members shall be sent to all team members, except for messages concerning medical or academic privacy, in which case the messages will be copied to the athletic director and the school principal. The administration will monitor improper use of technology, and impose sanctions including dismissal from employment.
Employees have no expectation of privacy with respect to utilization of District property, or engagement in social networking sites.

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students. Because readers of social media networks may view the employee as a representative of the District, the District requires employees to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers and communities on any social media networks:

1. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable District policies.

   Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.

   Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District/school.

   Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District/school. Employees may not act as a spokesperson for the District/school or post comments as a representative of the District/school, except as authorized by the Superintendent or the Superintendent's designee.

   When authorized as a spokesperson for the District, employees must disclose their employment relationship with the District. Employees may not disclose information on any social media network that is confidential or proprietary to the District/school, its students, or employees or that is protected by data privacy laws.

   Employees may not use or post the District/school logo on any social media network without permission from the Superintendent, or designee.

   1. Employees may not post images on any social media network of co-workers without the co-worker's consent.

2. Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
3. Employees may not post any nonpublic images of the District/school premises and property, including floor plans.

2. The District recognizes that student groups or members of the public may create social media representing students or groups within the School. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the District. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online.

3. Employees who participate in social media networks may decide to include information about their work with the District/school as part of their personal profile, as it would relate to a typical social conversation. This may include:

    1. Work information included in a personal file, to include School name, job title, and job duties.
    2. Status updates regarding an employee's own job promotion.
    3. Personal participation in School-sponsored events, including volunteer activities.

4. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

5. Anything posted on an employee's Web Site Web log or other Internet content for which the employee is responsible will be subject to all District/school policies, rules, regulations, and guidelines.

Board Approved: 3-14-2025

5.13 CELL PHONES AND PORTABLE DIGITAL MEDIA DEVICES

Cell phone or hot spot for Internet access may be provided by the District if the employee is being required to maintain after hours' communications within the District or with outside entities in emergency situations and to perform additional work required by the District to implement curriculum requirements and other regulatory requirements imposed. The District may provide a cell phone/smart phone and/or hot spot to the employee with a completed and approved District Equipment Usage Authorization Form. The Superintendent will have final approval on the issuance of cell phones and hot spot. The individual must comply with Safety Laws and Guidelines

for not texting and e-mailing while driving.

1. Exceptions may include a person that will be traveling long distances without other means of contact. A cell phone may be available for checkout prior to leaving the school and checked back in upon return. If the individual travels frequently, then they may be assigned the equipment during full time employment with the District.

2. Employees that are stationed at one site have access to the District's wired/wireless network for internet/e-mail connectivity. Employees will also have access to landline phones for other communication and would not require use of cell phone or hot spot in the building.

3. The District abides by the State of South Dakota firewall policy to protect the cyber safety of the students and staff. If access outside the firewall is needed during school hours, the Technology Department will have a hot spot available for temporary checkout.
4. If conditions change in the staff member's job requirements or job description, the District reserves the right to revoke or modify approval.

5. When employees leave District employment, all equipment will be returned.

6. Employees will pay replacement cost for any lost, stolen or non-returned equipment.

7. Employee will pay any cost related to repair for damage.

Legal References: SDCL 13-32-4 (School board to assist in discipline) SDCL 49-31-31 (Harassment by electronic devices) ARSD 24:07 (Student due process)

5.14 WALKERS AND RIDERS

A. Transportation or reimbursement for mileage, at the discretion of the District, will be provided to and from school for elementary school children (grades K-12) who live more than five (5) miles from their assigned attendance center. Transportation may be provided for students within the five (5) mile radius if the Oglala Lakota County School Board determines it is economically efficient and is justifiable in terms of student safety.

B. Students who reside more than five (5) miles from the school of assignment and who do not have access to the transportation service furnished by the District will be entitled to transportation or board and room allowance in accordance with state law.

C. The transportation of students with special needs will be in accordance with the specifications of their individual educational plans and will be arranged by the transportation supervisor.

Board Approved: 4-29-2025

5.15 SCHOOL BUS SCHEDULING AND ROUTING

A. The transportation supervisor will conduct studies of the bus routes to provide safe, short routes that will get all students to school in the most economical way. Routes will be arranged in such a way as to equalize, as nearly as possible, the length of routes and busloads and to provide for the full use of buses. Arrangements will provide each entitled student's transportation to school.
B. When practical, safe, time saving, and economical, transfers may be made from one bus to another. Bus routes will not overlap unless absolutely necessary.
C. When more than one bus travels on an arterial highway, each bus will be assigned a certain portion of the route and all students within this section will ride the bus to which they are assigned. Only one bus will cover one particular road unless overloading occurs.
D. Proposed extensions or changes in bus routes will be reported to the transportation office, which will verify that the extension or change has been checked to determine whether it meets all guidelines pertaining to safety, efficiency, and economy.
E. Buses will not go off the main route to pick up students. However, a suburban may be used if they have access to their homes.
F. Students will not be let off the bus until reaching their destination.
G. During inclement weather, students will not be released from the bus out of the sight of their residence unless a parent or other responsible adult is present at the point of release.

Board Approved: April 29, 2025

5.16 SCHOOL BUS SAFETY PROGRAM

In the operation of the District's transportation program, the first consideration will be given to safety.

A. All vehicles used to transport, must meet all federal and state requirements applying to the bus and driver.
B. All drivers must understand all policies and guidelines pertaining to school bus operation.
C. All vehicles used to transport students will be properly maintained to provide safe and efficient transportation service with a minimum of delays and disruption due to mechanical or equipment failure.
D. The Superintendent, with assistance from the transportation supervisor, will have the responsibility for developing safety guidelines to be followed by the passengers, including rules of student conduct during transportation and at bus stops. It is absolutely necessary that students riding the school buses conduct themselves in an orderly manner and that all safety guidelines are observed.
E. School bus drivers have the same authority as teachers with respect to discipline of disobedient students.

F. School bus drivers are to keep a bus roster of each student riding their bus and they will check off their names upon entering and leaving their bus for each bus run. It is the bus driver's responsibility to communicate and coordinate with the attendance clerk to maintain an accurate student roster.
G. School bus drivers must maintain a current bus route map within the bus that includes times of pick-ups and drop-offs. The map will allow a substitute driver to effectively drive a bus route.

Board Approved: 4-29-2025

5.17 STUDENT CONDUCT ON SCHOOL BUSES

A. When a student is boarding, riding, or leaving the bus, the bus driver and/or the bus monitor when applicable, has supervisory control over the student and may exercise reasonable and necessary physical force to maintain that control.
B. In view of the fact that a bus is an extension of the classroom, the School Board requires students to conduct themselves in the bus in a manner consistent with established standards for classroom behavior.
C. In cases when a student does not behave properly on a bus, such instances will be brought to the attention of the building principal and transportation department by the bus driver. The building principal will inform the parents immediately of the misconduct and request their cooperation in correcting the student's behavior.
D. Students who have become a serious disciplinary problem on the school bus may have their riding privileges suspended for up to five (5) days by the principal. Repeated violations could result in termination of bus riding privileges of the student. In such cases, the parents of the student involved become responsible for seeing that the child get to and from school safely.
E. Transportation costs for those students who have had their bus riding privileges suspended or terminated will not be reimbursed.

Board Approved: 4-29-2025

5.18 SPECIAL USE OF SCHOOL BUSES

A. Although the regular transportation of students to and from school will always be given first priority, school buses may also be used to take students to and from school-sponsored activities.
B. The District will provide bus services for students requiring after-school disciplinary action.

C. Driving regulations, safety rules, and insurance coverage will be the same for special uses as for regular student transportation to and from school.
D. Regular bus drivers will, whenever possible, be given priority in assignments.
E. The transportation department will work with the appropriate school administrators to establish guidelines governing transportation for special District programs.
F. The District will provide transportation services for students and their parent or guardian for medical or special appointments contingent upon building Principal approval.

Board Approved: 4-29-2025

5.19 USE OF SCHOOL DISTRICT AND PRIVATE VEHICLES

Private Vehicles
Private vehicles to transport students are prohibited and not allowed by the District.

Use of District Vehicles (Bus, Suburban, Trucks, Cars, and Security)

Use of the District Vehicles are to be used by the District employees and District students and parents only as authorized by the principal. To transport students, the employee must have a driver's physical on file with Human Resource department.

Situations may arise in which it benefits both the driver, and the District, for that driver to take a District assigned vehicle home with them in the evenings. Most likely, this situation would occur when a driver's route intersects with their home location. In this instance a driver could take their vehicle to their home or, a designated location, and save mileage and wear and tear on the vehicle by not bringing it back to the compound and beginning/ending their route from their home. If this situation arises, the driver should discuss the situation with their principal, and, if it is decided that it represents a benefit to the District, the principal may approve the driver taking the vehicle home, or, to a designated location. The principal will document these instances and specifically note the benefit to the District in this documentation and notify the District office.

The Board authorizes the use of GPS or other means of electronic tracking on District vehicles and buses and other District property to ensure the health, welfare and safety of all staff, students and to ensure the lawful and authorized use of vehicles, prevent misuse of a school vehicles or property which may create a danger to the public or damage to District property, or which may create liability issues for the District. Such electronic tracking may be used as evidence in personnel actions against employees alleged to have misused District vehicles or equipment. The Superintendent shall approve such electronic tracking. The Transportation Department will monitor the GPS units across the district.

Board Approved: April 29, 2025

5.20 DRIVER CONVENIENCE STOPS

Stopping at convenience stores is at the discretion of the driver. Student safety should be taken into consideration during these stops. If there is more than one (1) staff member in the vehicle one of them shall stay in the vehicle with students if there are students remaining in the vehicle during the stop.

Board Approved: April 29, 2025, No Changes, Reviewed.

5.21 MULTI-OCCUPANCY ROOMS

Any multi-occupancy room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room, restroom, or sleeping quarters in a facility or space owned or rented by the District will be designated for use exclusively by females or for use exclusively by males.

Definitions

"Changing room," a room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room;

"Female," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes eggs for fertilization;

"Male," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes sperm for fertilization;

"Reasonable accommodation," access to:

(a) A unisex or family room; or

(b) A single-occupancy changing room or restroom which has been designated for employees of the district, provided the room is not available to the employees while being used by the student; and

"Restroom," a room that includes one or more toilets or urinals;

"Sleeping quarters," a room that contains a bed and in which more than one individual is housed overnight; “Sex," an individual's biological sex, either male or female; and

"Unisex or family room," a changing room or restroom that:

(a) Is intended for use by a single occupant, a single occupant and the occupant's caregiver, or members of the same family;

(b) Is enclosed by means of floor-to-ceiling walls; and

(c) Is accessible by means of a full door, with a secure lock that prevents entry by another individual while the room is in use.

A male may not enter a changing room or restroom designated exclusively for females, and a female may not enter a changing room or restroom designated exclusively for males.

Upon receipt of written notice from a student or that student’s parent or guardian that the student is unable or unwilling to use a multi-occupancy changing room, restroom, or sleeping quarters, the Superintendent or designated administrator may grant a request for reasonable accommodation, as defined in this policy, for a stated period of time not to exceed the conclusion of

the school year or include access to a facility designed for use exclusively by members of the opposite sex.

If the District sponsors or sanctions any event that requires students to be provided with changing rooms or sleeping quarters, all multi-occupancy changing rooms and sleeping quarters will be designated as being for use exclusively by females or exclusively by males. A student may not be required to share sleeping quarters with a member of the opposite sex, unless the individuals are members of the same family. In any other setting in the District where an individual may be in a state of undress in the presence of others, the District will provide separate, private areas designated for use by individuals based on the individual's sex. No individual may enter private areas unless the individual is a member of the designated sex.

If a student is unable or unwilling to use a room for overnight sleeping quarters, in accordance with the exclusive designation set forth in this policy, that student, or the student's parent in the case of a student under the age of eighteen, may file, with the Superintendent or designated adminisrator, a request to be reassigned to single-occupancy room.

Exceptions

These prohibitions do not apply to:

(1) The accommodation of an individual protected under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. (January 1, 2025) or the Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq. (January 1, 2025);

(2) An individual who accompanies a student requiring assistance because of age;

(3) A law enforcement officer, fire official, or employee of the District, acting in an official capacity;

(4) An individual providing emergency medical assistance; or

(5) An individual providing custodial, maintenance, or inspection services, provided the changing room or restroom is unoccupied.

Board Approved: 3-11-2026



Oglala Lakota County School District 65-1

Section 6

SECTION 6
FACILITIES

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6.01 FACILITIES PLANNING

1. The School Board is responsible for the regular operation and orderly development of its physical plant. For this reason, the Board will concern itself with both short and long-range planning as it relates to the properties of the District. To this end, the Board will follow the policy of having before it at all times a long-term building program to serve as a guide for capital improvements.
2. The Board will monitor the evaluation of existing facilities in terms of capacity and function;
3. The projection of life expectancy of facilities and maintenance costs;
4. Enrollment projections and community development patterns:
5. Site availability and acquisition;
6. Changing instructional requirements and services.
7. The Board will maintain a five (5) year facilities plan. This program will be subject to systematic study, revision, and extension from time to time, and the respective construction projects will be acted upon individually when proposed for implementation.
8. The Board's building program will be designed to provide adequate facilities to conduct full time elementary and secondary education programs for all students residing in the District.
9. The building program will be based upon specific Board policies that have been and will continue to be modified to conform to changes in the curriculum, availability of construction funds, and changes in enrollment.

6.02 FACILITIES CAPITALIZATION PROGRAM

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.

The capital outlay fund is a fund provided by law to meet expenditures in excess of one thousand dollars[1] or more for the acquisition or lease of or additions to land, existing property, plant, equipment and the purchase construction of, additions to and remodeling of facilities. 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, 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. A school district, which contracts its student transportation or provides reimbursement for mileage may expend from the capital outlay fund an amount not to exceed fifteen percent of the contract amount. The capital outlay fund may also be used to purchase textbooks, instructional software, the purchase of warranties on capital assets if the warranties do not include supplies. The District may transfer from its capital outlay fund to its general fund an amount not to exceed forty-five percent of the total tax revenues deposited in that fund ruing the current school fiscal year.

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.

Legal References:

[1] Any purchase of one thousand dollars or less may be paid out of the general fund.

SDCL 13-16-6 (Definition and use of capital outlay fund) SDCL 13-16-6.1 (Bidders on installment purchases or lease) SDCL 13-16-6.2 (Capital outlay certificates authorized) SDCL 13-16-6.3 (Hearing on installment purchase) SDCL 13-16-6.4 (Referendum petition and election on installment purchase) SDCL 13-16-7 (Additional tax levy for certain funds or obligations) SDCL 13-16-8 (Bond and certificate proceeds placed in capital outlay fund) SDCL 13-16-9.3 (Public hearing for use of capital outlay fund)

6.03 BOND CAMPAIGNS

In accordance with law, the Board by resolution may determine that the District should issue negotiable bonds. These bonds may only be used for the purposes of:

1. Refunding any bonded indebtedness which is or is about to become due and payable or whenever such indebtedness can be refunded at a lower rate of interest to fund any judgment or outstanding warrants;
2. Raising money for any purpose for which the Board is authorized to spend District funds.

The proposition to issue bonds, except bonds to fund registered warrants or to refund bonded indebtedness, will first be submitted to the electors of the District at a general or special election.

The amount of money borrowed will not exceed the sum of 10 percent of the previous year's assessed valuation. Election will be set by the Board.

Legal References:

SDCL 6-8B-2 (Election required for issuance)
SD Constitution Article 13-4 (Debt limitations for municipalities and political subdivisions)

6.04 SELECTION OF ARCHITECT

The Board will employ a licensed architect to design the plans of each proposed building, building addition, or extensive renovation. For remodeling or the building of new facilities, that are 5,000 square feet or less, the Board does not need to hire a qualified licensed architect.

In selecting architects, the following criteria will be considered:

1. Experience in school construction;
2. Evidence of relevant experience in special situations, such as facilities for the handicapped;
3. Creative design ability;
4. Technical knowledge to control the design so that the best results are obtained for the least amount of money;
5. Executive and business ability to oversee the proper performance of contracts;
6. Proven ability in all of the major phases of planning and construction: pre- design planning, schematic design, design development, bidding, construction;
7. Ability and temperament to work cooperatively with others;
8. Willingness to consult with staff on educational specifications;
9. Extent and experience of architectural staff in relation to the scope of the planned project.

The architect will be selected by the Board on the basis of the above criteria and will be employed under a contract, which meets the current standards of the American Institute of Architects.

The Board will approve procedures that it will use in the selection of architects and a statement of the architect's responsibilities.

6.05 FACILITIES DEVELOPMENT PLANS AND SPECIFICATIONS

To provide long-term usefulness to the District and to justify the expensive investment in a school plant, the following general principles will be applied to the design of new buildings and the renovation of older facilities:

1. Flexibility - Versatile construction materials will be used so as to provide a building adjustable to future changes in curriculum and teaching methods.
2. Durability - Buildings will be constructed of durable materials chosen to offset operational or maintenance expenses.
3. Safety - Construction materials and architectural and equipment specifications will meet the State safety requirements.
4. Expandability - The building design should provide for the possibility of future additions, while leaving the original concept of the structure intact.
5. Accessibility - Buildings should be designed to allow easy flow of traffic for all who use the building. This principle applies not only to vehicular traffic (accessibility to public thoroughfares and ample provision for parking), but also to the establishment of good traffic patterns inside the school.
6. Environment - Aesthetic values and energy conservation measures will be considered in planning the total school environment. In order to provide the best possible learning environment, the surroundings should be comfortable, pleasing, and safe.
7. Before advertising for bids on the plans and site for the building or remodeling of school facilities, the Board will submit all plans to the South Dakota State Fire Marshall's Office for examination and approval.

6.06 CONSTRUCTION COST ESTIMATES AND DETERMINATIONS PRELIMINARY AND FINAL ESTIMATES

After the architectural firm has been selected, a cost-ceiling estimate indicating the maximum cost of the new construction or remodeling project will be submitted by the architect. Then after final plans have been made concerning building design and building size or remodeling needs a final cost estimate will be drawn up by the architect.

PERIODIC AND FINAL COMPUTATIONS DURING CONSTRUCTION

At regular intervals during the construction period, the Superintendent, the architect, the contractor, and, if necessary, the school attorney will review earlier projected costs and actual construction expenditures to determine the financial position of the project at that particular point. Upon completion of the project, a final computation of building expenditures will be made to determine the cost of each aspect of the total building project or remodeling program.

6.07 SITE ACQUISITION PROCEDURE

1. Priorities based upon student population, location, and education needs will be established well in advance of any site acquisition in order that proper locations for school sites might be acquired.
2. Sites will be acquired in advance of time for construction to allow adequate time for the completion of topography studies and other preliminary work.
3. Eminent domain action for the acquisition of property for school site purposes will be executed only after negotiations fail and all other avenues to the solution have been exhausted.
4. To acquire a school site, the School Board may exchange property with the state, the Tribe, and any municipality or organized township or county within or partly within the boundaries of the District under terms and conditions determined by the respective governing bodies.

6.08 CONTRACTOR'S FAIR EMPLOYMENT CLAUSE

It is the policy of the District to require that all contractors and subcontractors demonstrate awareness of the need to comply with federal, state and local mandates designed to provide equal opportunity in the execution of public contracts and if required by federal law or grant provisions, comply with tribal or Indian preference mandates.

Legal References:

U.S. Executive Order 11246, as amended (Equal employment opportunity) Section 503 of the Rehabilitation Act of 1973 (Nondiscrimination in employment against individuals with disabilities)
Title 38 US Code §2012 (Per diem payments for veterans)

6.09 CONTRACTOR'S AFFIDAVITS AND GUARANTEES

1. The School Board will require a contractor to furnish, before commencing building, remodeling, or improvements of a school site, the cost of which exceeds Twenty-five Thousand Dollars ($25,000) a performance bond, in the full amount of the contract, for the faithful performance of the contract. The bond will contain the provisions required by law and be in a form prescribed by the District.
2. The Board may waive the performance bond when the improvement does not exceed the amount of Twenty-five Thousand Dollars ($25,000).
3. Bid bonds, In the amount of ten percent (10%) of the bid amount or, in lieu thereof cash or a certified check equal to at least Five percent (5%) of the bid amount will accompany all bids on contracts for the building, remodeling, or improvements of a school site, the cost of which exceeds Fifty Thousand Dollars ($50,000).

6.10 SUPERVISION OF CONSTRUCTION

1. The Board will appoint a Construction Superintendent for any remodeling, addition, or new construction project.
2. The Construction Superintendent will be a competent person with knowledge of the construction industry to ensure the interests of the public are protected and that the contractor complies strictly with the approved plans and specifications.

3. The Construction Superintendent will report regularly to the Board on the progress of the construction project.
4. The contractor will retain supervision of the actual construction and the workers the contractor employs to complete the actual building project.

6.11 RETIREMENT OF FACILITIES

1. The School Board will annually review space needs for the educational program. Consideration will be given to closing attendance centers when declining enrollment results in detrimental effects on the District's educational program or may result in adverse effects on the financial management of the District.
2. If the Board wishes to close an attendance center, it may do so by resolution at a Board meeting on or before December 1.
3. The Board, also by resolution, may submit the question to a vote of the people.
3. If the Board has decided to close an existing attendance center or the patrons wish to have the question of closing, or opening an attendance center submitted to a vote of the people, the patrons must file with the Business Manager, by January 15, a petition calling for an election. Such petition must be signed by at least twenty-five percent (25%) of the electors of the District.
4. The following criteria, in no particular order, are used to aid the Board in making recommendations for the closing of schools:
    1. Enrollment projections and classroom usage;
    2. Future financial forecast;
    3. Effect upon the educational program of the District;
    4. Effect upon the community;
    5. Evaluation of present facilities, including:
        1. Education adequacy;
        2. Operational costs;
        3. Modernization potential;
        4. Building capacity;
        5. Alternate use of building.



Oglala Lakota County School District 65-1

Section 7

SECTION 7
PERSONNEL

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7.01 CHAIN OF COMMAND

It is the intent of the District to have effective and positive communication for all staff members with their respective supervisor. Therefore, any and all questions, suggestions, and / or concerns shall be communicated to your supervisor in accordance with proper chain of authority for all communications.

All communication with the South Dakota Department of Education shall be through officials at the District Office. If Principals have a question for the SDDOE they must ask Human Resources Department, or Director of Curriculum, Instruction, and Assessment or its equivalent to contact the SDDOE. Failure to abide by this policy shall be considered insubordination and a policy violation may further be contrary to the applicable code of ethics.

7.02 STAFF CONFLICT OF INTEREST AND NEPOTISM

Employees of the District will not engage in nor have a financial interest, directly or indirectly in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities in the District.

1. Employees will not engage in work of any type where information concerning customers, clients, or employer originates from any information available to them, directly or indirectly through school sources.

2. In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is the spouse of the administrator or the parent or step-parent, child or step-child, grandparent or grandchild, sister, brother, aunt, uncle, 1st degree cousin, niece or nephew of the employee.

Approved: 4-9-2024

7.03 EMPLOYEE BACKGROUND CHECK

Completed Background checks and drug/alcohol tests are required for all recommended personnel following school board approval.

Each offer of employment is subject to the provisions of SDCL 13-10-12, et seq., relating to background investigations. It is the policy of the Board to only employ individuals who do not have a "disqualifying record". No person may be employed by the District, either directly or by contract if the person has been convicted of a crime of violence (SDCL 22-1-2(9)), a sex offense (SDCL 22-24B-1) or trafficking in narcotics. Conviction of any crime of moral turpitude as

defined by SDCL 22-1-2(25) may constitute a disqualifying record as determined by the Board on a case-by-case basis.

Any person employed by the Oglala Lakota County School District on July 1, 2000, who remains continuously employed by the same South Dakota school district for consecutive school years is not required to submit to a criminal background check as provided in 13-10-12.

An employee is any person the District lists on its payroll and makes payroll deductions pursuant to state or federal law. The provisions of the policy, identifying employees with disqualifying convictions as defined in South Dakota law, apply to ALL employees regardless of hire date and can result in termination of employment.

Employees are to report to the Superintendent and Human Resource Director any arrest for or conviction or charge of any tribal, state, or federal law or regulation. Failure to do so constitutes insubordination and breach of contract and may result in the imposition of disciplinary action up to and including termination.

To the furthest extent possible, the District shall require that all third-party providers of goods and services who have contact with students of the District, conduct background checks and drug and alcohol tests meeting the requirements of this policy and certify compliance in writing to the District.

1. Procedure for Fingerprinting

    a. The office of Human Resources has established a mandatory process for collecting and submitting fingerprints to the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation. This procedure is mandatory for all employees, volunteers, and third-party providers.

    b. The District will collect and submit all fingerprint records before the new employee, volunteer, or third-party provider enters into service.

    c. The District will pay the costs and fees incurred in this process for employees and volunteers.

    d. Third-party providers will pay the costs and fees incurred in this process.

    e. This policy shall NOT apply to persons hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district.

    f. The criminal background investigation with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and may be provided to any other school in which the student engages in student teaching. The District conducting the criminal background investigation of a student teacher may rely upon the results of that investigation for employment of that person as an employee of the District.

    g. This policy applies to all other employment agreements.

2. Conditional Offer of Employment

    a. Any person whose employment is subject to the requirements of this section may begin employment pending receipt of results of the criminal background investigation and drug and alcohol test. The district, without liability, may withdraw its offer of employment or terminate the conditional employment if the investigation reveals a disqualifying record.

b. Any criminal conviction not disclosed by an applicant may be treated as a disqualifying record.

c. The District reserves the right to consider any criminal conviction in making a hiring decision. However, the District will not hire individuals who have been convicted of a crime of violence, including any attempt to commit or conspire to commit a crime of violence, (i.e., murder, manslaughter, rape, aggravated assault, robbery, burglary in the first degree, arson, kidnapping, and felony sexual assault, as defined in SDCL 22-22-7, felony child abuse as defined in SDCL 26-10-1 or any other felony the commission in which the perpetrator used force, was armed with a dangerous weapon or used any explosive or destructive devices), or was convicted of a crime of moral turpitude (SDCL 36-21A-7) which is defined as any act done contrary to justice, honesty, principal or good morals, as well as an act of baseness, vileness or depravity in private and social duties which a person owes to his fellow man or to society in general.

Approved: 4-9-2024

7.04 CONTRACT EMPLOYEES, EMPLOYEES AT-WILL

Temporary employees are not eligible for employee benefits, including but not limited to leave, insurance, or retirement benefits, and may be dismissed with or without cause at any time. Temporary employees may not utilize the grievance procedures.

PROCEDURES FOR CONTRACT EMPLOYEES

In the event of an allegation of a cause which could warrant disciplinary action or termination of employment, a contract employee will be immediately suspended by the Superintendent without pay pending the completion of any investigation into the allegations made within ten (10) working days.

Upon completion of the investigation, the Superintendent will notify the employee in writing as to the Superintendent's recommendation. If it is determined that termination is not warranted by the facts, the employee may be reinstated and a determination made to pay the employee if the employee's previous suspension was without pay. If it is determined that the employee's contract is being recommended for termination for cause, the Superintendent may continue the employee's suspension without pay.

If a recommendation of termination is made to the Board, the employee in writing may request a hearing before the School Board. Any such written request for hearing must be made and delivered to the Superintendent within five (5) days of receiving the Superintendent's recommendation. Failure by the employee to request a hearing within the time designated shall result in the termination of the employee on the sixth (6th) day following the date of the notice of termination.

If a hearing has been timely requested, the Board shall conduct a hearing on the allegations made. The hearing may be recorded, and the employee is entitled to have an attorney or other

representative of the employee's choice, at the employee's own expense. The employee shall be allowed to present relevant evidence and testimony on behalf of the employee and shall be allowed to cross-examine witnesses at the hearing.

The School Board reserves the right to be represented and may, if it desires, appoint a Hearing Officer to preside at the hearing. In the event the contract employee's termination is affirmed by the School Board, the employee's final check will be calculated based upon the last day worked, or no later than the date of the hearing, if the employee was suspended with pay pending the hearing. In the event a contract employee is not terminated, the Board may if it so decides pay the employee for any or all of the time the employee was on unpaid suspension.

PROCEDURES FOR TEMPORARY EMPLOYEES (Revised and Approved 1-31-2023)

The Board has authorized the Superintendent to hire temporary, at-will employees. Such temporary employees shall not be provided with a contract and must be and remain at-will. A temporary employee may not be hired for a period of time exceeding ninety (90) days in a given school year. This includes but is not limited to substitute teachers and temporary staff of any kind, including temporary bus drivers. After 90 days, the employee's supervisor must provide and obtain approval from the School Board justification of need to continue the appointment.

7.05 CONTRACT EMPLOYEE GRIEVANCES

Contract employees may file a grievance based upon an alleged violation, misinterpretation, or inequitable application of any existing contract, policy or rule of the District. Negotiations for, or a disagreement over, a non-existing contract, policy, or rule is not a grievance and is not subject to the grievance procedure.

Classified and Certified employee of the District shall be governed by and follow the grievance procedures set forth in their respective negotiated agreements.

Legal References:

- SDCL 3-18-1 (Employees subject to chapter)
- SDCL 3-18-1.1 (Grievance defined)
- SDCL 3-18-15.1 (Grievance procedures to be established)
- SDCL 3-18-15.3 (Grievance procedure adopted in absence of action)

7.06 CONTRACT EMPLOYEE GRIEVANCES PROCEDURE

The procedures herein only apply to contract employees not covered by the terms of collective bargaining agreements between the District and the Oglala Lakota County Classified Employee Association and the District and the Oglala Lakota County Education Association. The procedure specified in Policy 7.05 shall govern in event there is an allegation of a cause which could warrant disciplinary action.

A. Definitions

A "grievance" shall mean a complaint by a person or group of persons employed under an individual as a contract employee by the District that there has been a violation, misinterpretation, or inequitable application of a policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time between employee and the District. To facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

All grievances shall be discussed at the informal level between the employee and the appropriate administrator.

C. Representation

The aggrieved person may be represented at any level of the grievance procedure by a person selected by the aggrieved person.

D. Time limits

1. The grievance shall be submitted in writing on the grievance form, copies of which are available in the Human Resource Office and principal's office at each individual school.

2. No grievance shall be recognized unless it is presented within fifteen (15) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as null and void. The same time limit shall apply to any group grievance as described in this Article.

3. If the aggrieved fails to adhere to the time limits or procedures established under this policy, the grievance shall be considered null and void.

4. The time limits set forth herein may be extended by mutual agreement, provided the time extension is requested prior to the expiration of the time limits set forth herein.

E. Procedure

Level 1: Informal Procedure:

The Level 1 grievance must be submitted within fifteen (15) working days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the employee within fifteen (15) working days of the request, and a decision will be rendered within fifteen (15) working days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within fifteen (15) calendar days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within fifteen (15) working days.

Level 2: Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent or his designee within fifteen (15) calendar days after the grievance decision has been rendered at Level 1. The Superintendent or his designee shall meet with

the aggrieved person in an effort to resolve the grievance. Such meeting shall take place within fifteen (15) working days after the receipt of the written grievance at Level 2. Within fifteen (15) working days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 3.

Level 3: School Board

The Level 3 grievance must be filed in writing with the President of the School Board with a copy to the Superintendent within fifteen (15) working days of the receipt of the Level 2 decision.

The School Board shall hold an executive session hearing on the grievance withing thirty (30) working days after its receipt of the Level 3 grievance. The hearing procedure shall comply with basic due process, and the burden of proof shall be upon the grievant.

The grievant, at his/her own expense, may be represented by an attorney at the hearing. The District administration may be represented by its attorney and the Board may be represented by the School Attorney. The Board may appoint a hearing officer to conduct the hearing. Each party may call witnesses and present evidence and all testimony must be taken under oath.

The vote of the Board's decision at Level 3 grievances shall be made in open session but the name of the aggrieved party shall not be disclosed. Within days fifteen (15) working days following the hearing, the Board shall render its decision in writing to the aggrieved person. The Board may request that other witnesses by called for questioning by the parties.

Level 4: South Dakota Department of Labor

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days from the date the aggrieved person is notified of the decision, initiate an appeal to the South Dakota Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

It is specifically and expressly understood and agreed that an appeal to the Department of Labor and Regulation constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his or her representative(s) to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor and Regulation as provided in SDCL 1-26.

F. Miscellaneous Provisions

1. Signed copies of the written grievance shall be delivered by the employee at each step of the grievance process. No Level 1 or Level 2 grievance shall be delivered to the School Board, as they are the ultimate decision maker.

2. An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom he/she is directly responsible.

3. If, in the course of investigation of any grievance, witnesses are necessary to attend, they shall report immediately to the principal of such building being visited and state the purpose of the visit.

4. Meetings and hearings under this procedure shall not be conducted in public.

5. When it is necessary for a party to attend a Board meeting or a hearing called during the working day, the Superintendent's office shall so notify the parties in interest and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

Approved: February 13, 2024

7.07 CONTRACT EMPLOYEE LEAVE PROVISIONS

A. Procedure to Request Leave

1. All requests for leave (other than those due to an unexpected emergency or illness) must be submitted in writing and made to the employee's supervisor at least five (5) days in advance. Failure to submit the request for approval or obtain approval prior to the taking of leave constitutes grounds for disciplinary action. The supervisor may waive the five (5) day notice requirement in cases of emergency. All requests for leave must be submitted to the supervisor for approval.
2. Supervisors have the authority to deny leave requests to ensure effective operations, transportation, academics, safety and security within their respective schools and/or departments.

B. Leave Accumulation

1. On the first contract day of each school year, each contract employee shall be granted fourteen (14) days of leave. Contract employees hired after the beginning of the school year will be allocated a pro-rated amount.
2. For contract employees hired after July 1, 2002, unused leave days may be accumulated to a total of one hundred (100) days. Contract employees who have prior to July 1, 2002, accumulated unused leave in excess of one hundred (100) days, may retain their days through the end of the 2001-02 school year. Thereafter, at the completion of each school year the District will buy back the excess unused days over the amount recorded as of August 15, 2002.
3. For contract employees hired after July 1, 2002, the District will buy back all unused days for such employees who have accumulated unused days in excess of one hundred (100) days at half the teacher's daily rate.
4. Upon retirement or termination of employment, other than for just cause, the District will purchase unused leave at the rate of half the teacher's daily rate.
5. If a contract employee terminates employment (other than for cause) during the contract year, a pro-rated share will be deducted from the employee's balance prior to determining final pay/benefits.

C. Measurement of Leave

1. Leave must be taken in 15 minute increments.
2. Any leave of less than 15 minutes will not be recorded so long as the classes/duties are covered and there is no suggestion of habitual unexcused tardiness or absenteeism.
3. Leave for a day will count as seven and one-half (7½) hours or 8 hours per contract.

D. Medical Certification

1. The District may require a contract employee to submit a medical certification

from their medical provider for any health condition exceeding fourteen (14) days, for which payment under the leave policy is claimed.
2. The District may request the contract employee to furnish a fitness to return to work statement from his/her personal physician. The District, at its own expense, may obtain a second opinion (Independent Medical Exam) from a physician or other medical provider. The contract employee shall be required to attend any required examination. If there is a difference of opinion between the medical providers, the District may request a third opinion from an independent physician the cost of which shall be shared equally between the parties.
3. In the case of childbirth, certification of physical inability to perform an essential job function should in no way relate to the care of a well child, but only to the period during which the teacher is physically unable to perform her contractual duties.
4. Any contract employee who willfully violates or misuses these leave provisions or who misrepresents any statement or condition shall be subject to disciplinary action.
5. Pregnancy, maternity, paternity, and adoption shall be treated like any other disability. The release time for expectant parents will follow the guidelines established by the Family and Medical Leave Act.
6. In the event of a serious medical condition, an eligible contract employee may be entitled to leave under the Family and Medical Leave Act
7. In the event of a Reduction in Force, a contract employee who has been approved for or is on an approved leave of absence shall be subject to the Reduction in Force provisions of this Agreement.

E. Military Leave of Absence

1. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 et seq) and the provisions of South Dakota law (SDCL § 3-6-19 et seq and SDCL § 33-17-15.1). Contract employees must give written or verbal notice to their principal and the Assistant Superintendent of Support Services or designee.
2. Upon completion of the military service, the contract employee shall be entitled to reinstatement in the previous position held, subject to the following conditions:

a. The position has not been abolished in which case the contract employee shall be reinstated to a similar like position;

b. The cumulative length of the contract employee's military leave absences from employment do not exceed five (5) years;

c. The contract employee is qualified and capable of performing the duties of the position;

d. If the service was less than thirty-one (31) days, the contract employee gives notice to the Superintendent and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period;

e. If the service is between thirty-one (31) and one-hundred eighty (180) days, the contract employee must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the contract employee, then as soon as possible by notifying the

Superintendent in writing of complication;

f. If the service is one-hundred eighty-one (181) days or more, the teacher must apply for reemployment no later than ninety (90) days after completion of military service.

g. A contract employee who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the contract employee had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the contract employee would have attained if the person had remained continuously employed.

3. Any contract employee on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.

4. The contract employee may continue coverage under the District's health, life, and dental insurance paying one-hundred percent (100%) of the full premium under the Plan, except in the case of a contract employee who performs service in the uniformed services for less than thirty-one (31) days, in such case the contract employee continues health, life, and dental coverage by paying the employee's share of the premium for such coverage.

5. The maximum period of coverage for a contract employee and his or her dependents is the lesser of a twenty-four (24) month period beginning on the date on which the contract employee's absence began or the day after the date on which the contract employee fails to apply for or return to a position of employment as described above.

6. A leave of absence shall be granted to contract employees in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one calendar year. The request for leave must be made on the regular leave form and must include evidence defining the date of departure and, if reasonably possible, the date of expected return. The contract employee shall indicate whether the contract employee wishes to take a leave of absence with or without pay. If paid leave is requested, the District shall pay the contract employee the regular salary due for the month in question, less the amount of military pay received by the contract employee. Any payment from the military shall be credited against the obligation owed by the District. The contract employee shall provide the Business Office with a copy of the military pay stub. Contract employees are encouraged, whenever possible to make arrangements to take their training during the summer recess.

Legal References:

SDCL 3-12-86 (Credited service for LOA due to military service) 38 USC§§ 4301-4335 (The Uniformed Services Employment and Reemployment Act of 1994)

F. Professional Leave

1. At the discretion of the Superintendent, contract employees may be granted professional leave for attendance at meetings of local, state or national educational organizations, workshops, conferences and school visitations, subject to the following considerations:

a. The leave is in the best interests of the District and is related to the contract employees' area of responsibility;

b. Contract employees who wish to attend professional development activities shall apply to the Superintendent at least ten (10) business days in advance;
c. The leave must be for contract employees to participate in professional staff development activities sponsored by groups directly associated with the contract employee's area of responsibility;
d. Priority is given on the determination by the Superintendent as to the nature of the professional development and its benefit to the District and the order of the request;

2. School-owned transportation will be provided for group travel if needed and available.
3. Mileage at the approved rate for the use of personal vehicles may be approved in the discretion of the Superintendent.
4. Upon return from Professional Leave, the contract employee shall file with the Superintendent an itemized and verified accounting of expenses.
5. The contract employee shall be prepared to present such reports as may be requested by the Superintendent or designee.

G. Court Witness and Jury Duty Leave

When a contract employee is subpoenaed to testify in Court or give an oral deposition (in a case in which he or she is not a party), or is summoned to serve on a jury, he or she will be granted leave for the time demanded under the subpoena or summons, and submit it to the Superintendent for verification and approval.

1. State or Tribal Court: All fees received for State or Tribal Court appearances or services shall be retained by the contract employee. A contract employee on "Jury Duty Leave" shall receive the employee's regular salary less any amount received for services, up to but not in excess of the employee's regular daily rate of pay. Within fifteen (15) days of receipt of court fees, the contract employee is required to present the Court check to the business office for verification of leave time.
2. Federal Court: All fees received for Federal Court appearances or services shall be retained by the contract employee. A contract employee on "Jury Duty Leave" shall receive his/her regular salary less any amount received for services, up to but not in excess of his/her regular daily rate of pay. Within fifteen (15) days of receipt, the contract employee is required to present the Court check to the business office for verification of leave time.

H. Leave without Pay

1. The Supervisor may grant leave without pay (LWOP) to contract employees for personal reasons. Requests for leave without pay must be approved by the supervisor and must include the reason.
2. More than two (2) days of LWOP, without prior authorization from the contract employee's supervisor is considered excessive and will result in disciplinary action, which may include termination.

I. Administrative Leave

The granting of administrate leave is in the sole discretion of the Superintendent based on the circumstances presented and the decision to grant or deny administrative leave is not subject to the grievance procedure.

J. Donated Leave

A regular contract employee may donate PTO (Paid Time Off) leave to another contract employee who has a personal or family medical emergency and who has exhausted his or her available paid leave.

The District does provide a leave bank for Certified and Classified staff. Therefore, a contract employee who may need donated leave shall recruit employee(s) to donate. There is no limit on the amount of donated leave a leave recipient may receive from the leave donor(s). However, leave donation is a courtesy to employees who have personal and health emergencies, and should not be abused. A leave donor must complete a leave donation form and submit to the Human Resources Director for approval.

K. EMPLOYEE FAMILY AND MEDICAL LEAVE (FMLA Leave)

The District complies with the mandatory provisions of the Family and Medical Leave Act of 1993. The Human Resource Director shall administer FMLA leave policies adopted by the Board. The Human Resource Director shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. To be eligible, a contract employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

1. Eligibility Determination

An eligible contract employee is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for:

a. The birth and first year of a child;

b. The adoption or foster placement of a child;

c. The illness of an employee's spouse, parent, or child; or

d. The employee's own illness or serious health condition.

2. Leave Determination and Calculation

a. The contract employee must first use and count against the 12 weeks of FMLA Leave all available accrued paid leave, including vacation leave, sick leave, and personal leave, before using the unpaid FMLA Leave.

b. During the period of FMLA Leave, the employee is entitled to the continuation of all fringe benefits.

c. The District will continue to pay its portion of the health insurance, and it will be the contract employee's responsibility to continue to pay for his or her portion.

d. Upon return to work, the contract employee will be entitled to his or her same position or an equivalent position with equivalent pay, except that return to work by professional staff during the last two (2) or three (3) weeks of a semester is subject to certain restrictions.

e. In the case of birth, adoption or foster placement, the FMLA Leave entitlement for childcare ends after:

(1) the child reaches the age of one, or

(2) 12 months after adoption or placement.

(3) FMLA Leave to care for a child would include leave for a stepparent or a person in loco parentis.

f. In cases where both spouses are employed by the District, the combined amounts (both employees) of FMLA Leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

g. The District, at the request of the contract employee, may agree that the employee may take leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of child. This is subject to the recommendations of the administrator or supervisor and is at the request of the employee.
h. When FMLA Leave is in connection with birth, adoption or foster placement, and is thus foreseeable, the contract employee must provide at least thirty (30) days notice of the date when FMLA Leave is to begin,
i. When FMLA Leave is in respect to family or employee illness which is foreseeable, the contract employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave so as to not unduly disrupt the operations of the District.
j. In case of contract employee illness, in addition to current sick leave policy requirements the District may require the employee to provide certification by his or her health care provider of the employee status with respect to return to work and the employee's ability to meet the essential functions of the job.
k. If a contract employee fails to return to work, although able to do so, after the leave period has expired, unless the absence is due to continued family or personal illness or other circumstances beyond the employee's control, the District will require the employee to reimburse the District's share of the health insurance premiums paid while the employee was on FMLA Leave.

Board Approved: 5-28-26

7.08 DETAILING PERSONNEL

All personnel, may be detailed or assigned to other duties, location, or to a specific role, either for the good of the school, as other duties assigned, or because of personnel requirements or disciplinary action. The Superintendent, on his/her own initiative or upon recommendation of another administrator, reserves the rights to take such action. In the event the Superintendent determines that a transfer or reassignment is in the best interests of the District, it shall be made after a conference between the employee and the Superintendent or Administrator.

7.09 REDUCTION IN FORCE POLICY

At times, the District may need to reduce staff due to budgetary or funding concerns, lack of students, changes in educational programs and methods or similar circumstance which required a reduction in force. Except as provided for under the terms of any negotiated agreement between the District and the OLCEA or OLCCEA, In the event it becomes necessary for the Board to implement a reduction-in-force, it shall, whenever possible, to preserve the hiring preferences expressed in these policies (See Sections 7.25 Veteran's Preference and 7.26 Tribal Preference.)

The policy and procedure which will be followed should a reduction in force be necessary for certified or classified employees are set forth in the negotiated agreement between the District and the respective bargaining unit.

CONTRACT EMPLOYEE REDUCTION-IN-FORCE

All other staff whether contract or non-contract may be reduced by the District in the event of budgetary or other causes for the need to have a reduction-in force of staff. The School reserves the right to choose the priority of reduction of these contract employees and shall whenever possible notify the contract employee in writing of the reduction in- force and that the employee is one of the employees whose positions are being eliminated by the District. The District may, but is not required to put a contract employee whose position has been reduced back to work in another position. Contract employees may apply for other positions and shall be given consideration but not priority. With regard to employees who are at will, there are no restrictions upon the District for dismissing those employees when a reduction-in-force is required, because at-will employees may be terminated at any time, for cause or without cause.

7.10 STAFF REDUCTION IN FORCE OF CERTIFIED TEACHERS

In addition to the reduction in force provisions contained the negotiated agreement, the provisions of SDCL § 13-43-6.4 will be followed and if a teacher's contract is not renewed due to a reduction in staff, only written notice is required, which shall be provided by the School Board to the teacher by April 15th.

7.11 STAFF HEALTH AND SAFETY

The District recognizes that a wide range of problems not directly associated with an employee's job function can have a negative effect on an employee's job performance. Accordingly, the District provides an employee assistance program. Employee problems will be addressed in accordance with the following procedure:

1. In the event an employee suffers from a problem of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, gambling addiction, and legal problems, assistance can be obtained under the employee assistance program (EAP).

2. Employees who have a problem which the employee feels may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the HR department for possible EAP services.

3. Employees can be assured that their job and reputations will not be jeopardized by utilizing this employee service. However, participation in this program does not insulate the employee from adverse effects of continued unsatisfactory job performance.

4. All information and records provided or generated as a result of an employee's participation in this program will be preserved in the highest degree of confidence.

5. Paid or unpaid leave may be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems.

6. Employees referred to the Employee Assistance Program by their supervisor will be required to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve the employee's problem.

7. It will be the responsibility of the employee to comply with the diagnosis of the employee's problem and to cooperate and follow the recommendation of the HR Department.

8. An employee's refusal to accept diagnosis and treatment which negatively impacts an employee's job performance or attendance subjects an employee to appropriate disciplinary action up to and including termination of employment.

9. The program is also available to the spouse or other dependents of employees.

10. Employees referred to HR by their supervisor will be assisted by the Human Resource office to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve the problem. Fees for the assessment and treatment are the responsibility of the employee.

7.12 STAFF CONDUCT

The personal life of an employee will be the concern and warrant the attention of the School Board only as it interferes or prevents the employee from effectively performing assigned functions, brings disrepute on the District or it violates local, state, or national law, the policies of the District, or contractual agreements. School employees hold positions of public trust. High standards of honesty, integrity, and fairness are to be exhibited by each school district employee when involved in any school district activity. Ethical behavior by staff is required and expected at all times while fulfilling one's employment responsibilities and when at all school functions.

All staff members have a responsibility to familiarize themselves with and abide by the laws of the state, federal and local law as these affect their work, as well as the policies of the Board, and the guidelines designed to implement them.

In the area of personal conduct, the Board expects that the entire staff will strive to set good examples for students and will conduct themselves in a manner that not only reflects credit to the District, but also sets forth a model worthy of emulation by students.

District employees are required and expected to treat students, parents, fellow employees, and community members with respect. Conduct which is prohibited includes, but is not limited to:

- inappropriate verbal, visual or physical conduct, including jokes that demean an individual or group of individuals, spreading gossip about any individual, threatening another individual through intimidating behavior such as aggressive tone or staring and all types of bullying behavior;
- without proper authorization and authority violating another person's right of privacy and/or intentionally invading another person's personal space or workspace;
- knowingly falsely blaming an individual for conduct not done by the person.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern. All staff will be held to the standards of ethics applicable to the certification which the employee holds. This includes without limitation, the Code of Ethics and obligations to students for Teachers promulgated

by the South Dakota Professional Practices and Standards Commission for Teachers, the Code of Ethics for Administrators as promulgated by the South Dakota Professional Practices and Standards Commission for Administrators, as well as the National code of ethics for school guidance counselors and psychologists. All of which are incorporated herein by reference (ARSD 24:08, ARSD 24:11)

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel.

- Faithful and consistent attendance at work is required, unless lack of attendance is excused upon good cause shown. Employees shall not be tardy for their work day unless excused for good cause shown;
- Support and enforcement of policies of the Board and guidelines of the school administration in regard to students;
- Diligence in submitting required reports promptly at the times specified;
- Care and protection of school property;
- Concern for and attention to their own and the District's legal responsibility for the safety and welfare of students, including the need to ensure that students are under proper supervision at all times.
- All employees are subject to drug and alcohol testing under certain circumstances as set forth in Board policy.
- Maintain professional relationship with staff and students.

All staff members must disclose and notify the Superintendent of all criminal charges and/or convictions by the next work day following the filing of a charge or conviction. This includes Tribal, state, or Federal charges and warrants. All employees must disclose the charge or warrant and the plans to have it taken care of immediately to prevent disciplinary action up to and including termination.

Failure to satisfactorily comply with the provisions of Board policy may result in disciplinary action pursuant to the policies in the remainder of Section 7.

Employees who resign in good standing are eligible to be re-employed by the District and may re-apply for any open position they are qualified for after the expiration of one to three (1-3) months from the date of separation as determined on a case by case basis. Employees who are terminated for cause may be re-evaluated for employment pending the severity of the termination on a case by case basis.

Board Approved 1-12-2023; Reviewed and Approved 3-14-2025

7.13 WORKPLACE BULLYING/HARASSMENT

PURPOSE:

Any threatening, menacing, abusive, or disorderly conduct toward staff is against the law and will not be tolerated. The District is committed to providing a safe working environment for all employees, elected officials, volunteers, and community members that is free from harassment, intimidation, or bullying. Harassment and work place bullying creates an intimidating or threatening environment and has the effect of significantly impacting an employee's ability to perform the duties of their position at an expected level of performance.

DEFINITION:

"Work place bullying" is defined as the repeated act(s) of one or more individuals intimidating or interfering with the work of one or more persons negatively or for an improper purpose over time

through verbal, physical, mental, cyber, or written interactions or harassment.

Bullying may take many forms and can occur in any setting. It can create insecure and unwarranted anxiety that will affect the professional work environment.

Examples of work place bullying include, but are not limited to:

- Threats, humiliation, or intimidation
- Work interference or sabotage that prevents work from getting done
- Verbal abuse
- Initiating and/or perpetuating false rumors

"Harassment" is defined as threatening, insulting, and dehumanizing gestures, use of technology, computer software or written, verbal or physical conduct directed against an employee that places an employee in reasonable fear of harm to his or person or damage to his or her property or position. Harassment has the effect of substantially interfering with an employee's work performance. It can also have the effect of negatively impacting an employee's emotional or mental well-being and substantially disrupting the orderly operation of the school.

"Conflict" is defined as organizational conflict, or workplace conflict, is a state if discord caused by the actual or perceived opposition of needs, values and interests between people working together.

OBJECTIVES:

It is expected that any and all District staff, representatives and elected officials understand that bullying/harassment in the schools, on school grounds, on the buses, or at school sponsored activities will not be tolerated and will be grounds for disciplinary action up to and including suspension or termination for employees.

The District grievance procedures shall be utilized in allegations of bullying or harassment. No retaliation of any kind is permitted in connection with an individual having made a bullying/harassment complaint and if it occurs it shall be deemed an additional act of bullying/harassment. If an allegation is substantiated, the District will take appropriate disciplinary action against the employee up to and including termination of employment. Similarly, if anyone files a false claim of bullying/harassment such individual will be subject to disciplinary action, up to and including termination of employment.

Board Approved: 3-14-2025

7.14 SEARCH AND SEIZURE

All District property, including, but not limited to, real estate, buildings, offices, desks, storage areas, lockers, computer systems and equipment, voice-mail, and vehicles, is owned by the District, and is intended for educational purposes, and District business, at all times.

Neither staff members, nor students, shall have any expectation of privacy when on or using District property. The District reserves the right to monitor, inspect, copy, review and store (at any time and without notice) all usage of District property including computer and computer systems, including all internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed and/or received through District computers and computer systems shall remain the property of the District. Additionally, the District retains the right to allow drug dogs on all District property as defined above.

System users have no right of privacy and should have no expectation of privacy in materials sent, received, or stored in District-owned computers or on the District system or within the physical area of the District. School officials reserved the right to review District system/property use at any time to determine if such use meets the criteria set forth in School Board policies and District regulations. Routine maintenance and monitoring of the system and physical plant may lead to the discovery that the user has or is violating District policy or law. Once a problem is discovered, an individual search may be conducted. The search/investigation will be reasonable and will be in keeping with the nature of the alleged misconduct.

Employees or students violating acceptable use of District property, or policy, may be subject to disciplinary action by the Superintendent or designee, depending on the nature of the violation.

Legal References:

SDCL 13-5-1 (School districts defined)
SDCL 13-8-39 (Management of schools by board)

7.15 DRUG FREE WORKPLACE

The District is committed to maintaining a drug-free work place through implementing the following procedures:

1) District employees will sign a statement that will be entered in their personnel file that documents the employee's awareness of this policy and that the employee is aware of the potential consequences for a violation of this policy.
2) The unlawful manufacture, distribution, dispensing, possession, or use of a drug, controlled substance, or marijuana is prohibited at all District work places. The term "work place" includes all vehicles, rooms, or other facilities owned rented, or leased with District funds as well as any facility where a sanctioned District event is being held.
3) When a staff member has consumed alcoholic beverages or illegal drugs on school property or before a school activity at which the employee has assigned duties, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this guideline policy will be subject to the same penalties as for possession or consumption on school property.
4) Each employee of the District is hereby notified that as a condition of employment, the employees must notify the Superintendent or Director of Human Resources of any alcohol related, criminal drug statute arrest or conviction no later than one (1) working day after such arrest or

conviction. Failure to notify shall constitute grounds for disciplinary action, including termination.
5) The Board recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such a facility or agency is available for treatment at the employee's expense. Even if such referral is made, other than the failure of a random drug test, disciplinary actions may still be imposed.
6) A District employee convicted of a criminal drug statute could have the following personnel actions:

a) A corrective conference with the employee's supervisor and Superintendent;
b) Any employee who has any drug or alcohol related charge will automatically be suspended without pay until such time as the Supervisor can take appropriate action;
c) Termination of employment could be recommended by the Superintendent based on the nature of the violation of this policy.
d) If termination is not implemented, the employee will be required to participate satisfactorily in a drug abuse assistance or drug rehabilitation program approved by federal, state, or local health law enforcement, or appropriate agency at the employee's expense.
e) District employees will sign a statement that will be entered in their personnel file that documents the employee's awareness of this policy and that the employee is aware of the potential consequences for a violation of this policy.
f) If a certified or administrator is suspended, resigns or is terminated as a result of a criminal conviction based upon alcohol or drugs, the Superintendent or Human Resource Director shall within ten (10) days of the date of the suspension or the date that employment ended, report the circumstances and the name of the employee to the South Dakota Department of Education.

The Board hereby commits itself to a continuing effort to maintain a drug-free work place.

Board Approved: October 30, 2024

7.16 USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES

The District recognizes the importance of protecting the health, safety and well- being of all its employees and shall to the best of its ability do all it can to provide a safe workplace free of risks created by alcohol and drug abuse.
The District shall comply with applicable Federal Regulations governing workplace drug and alcohol abuse and misuse for Commercial Driver's License holders.

Applicability

This policy applies to all District employees, third party providers, and to any future employees that the District hires.
1) All applicants who are recommended for any position will be subject to a controlled substance and alcohol test.
2) New employees will not be allowed to receive a contract until a negative controlled substance and alcohol test is verified.

3) All employees performing Department of Transportation (DOT) functions employed by the District to operate commercial motor vehicles or preform safety sensitive functions must have a verified negative controlled substance and alcohol test result prior to driving and/or performing a safety sensitive position.

Pre-employment

- Negative Test: The recommended applicant will proceed with employment.
- Positive Test: The recommended applicant will be denied. The applicant may reapply after six months.

Testing Procedures:

- Testing shall be conducted in a manner to ensure adherence to standards of confidentiality, privacy, accuracy, and reliability.
- Each random sampling will include 10% of staff in the site building/school.
- Random samplings will take place throughout the year.
- All controlled substance testing for employees will be performed by a certified laboratory.
- All controlled substance testing for employees will take place at their school/district site.
- Controlled substance testing may include urine, hair, mouth swab, or PBT breath test.

Regulated Substances including but not limited to:

Marijuana	Phencyclidine	Methamphetamine
Opiates	Oxycodone	Amphetamine
Cocaine	Methadone	Buprenorphine
Amphetamine	Morphine	Benzodiazepine
Fentanyl	Alcohol (Ethyl Glucuronide)	Methylenedioxy-Methamphetamine

Alcohol:
No employee shall, nor shall any supervisor having knowledge of, permit an employee to:

- Report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.
- Consume alcohol while on duty
- Report for duty within four hours of alcohol consumption
- Possess alcohol while on duty or operating a commercial motor vehicle or a District owned motor vehicle.

Controlled Substances:
All employees must report any therapeutic drug use to his/her supervisor immediately. No employee shall, nor shall any supervisor having knowledge of permit an employee to:

- Report for duty or remain on duty when using any controlled substance.
- Report for duty or remain on duty or perform a safety sensitive function after having tested positive for controlled substances.

Exception: If the use is pursuant to instructions of a physician who has provided written documentation that the substance does not adversely affect the ability to safely operate a motor vehicle.

Adulteration

Adulteration is the tampering of a urine specimen in an attempt to mask any drug that may be otherwise

detected. The incidence of adulteration in drug-free workplace programs is continuing to rise. The District will now have all specimens tested for adulteration.

If an employee's specimen is found to have been adulterated it will automatically be considered a positive test.

Adulteration and substitution are considered premeditated actions to deceive the employer, therefore are treated as a more severe violation of this policy than a positive test result. The consequence for adulteration or substation will be termination.

Dilute Specimens
Under the authority of the District, employees are required to provide a normal urine specimen for testing. If the drug screen test result is reported as dilute the employee must be tested again immediately. The employee will be required to re- test at their expense until a normal sample is given.

Prescription Medication and Over the Counter Medication

- It is the responsibility of each employee to notify their supervisor when they are taking ANY prescription-or-over the counter medication that may create impairment.
- Employee MUST have a valid and current doctor's prescription and MUST be under the prescribing doctor's care if taking any type of prescription medicine that can create impairment.
- If an employee tests positive and cannot produce a prescription, the Medical Review Officer (MRO) will report a positive result to the employer. Consequences for a positive test apply.
- If an employee tests positive and a prescription exists, the MRO will report the result as negative, but will also repost any safety concerns which will require further evaluation.

Vehicle Accident Post-Testing

Department of Transportation (DOT) Employees

1. All employees performing Department of Transportation (DOT) functions employed by the District to operate commercial motor vehicles or preform safety sensitive functions must have a verified negative controlled substance and alcohol test result prior to driving and/or performing a safety sensitive position.
2. All District employees operating under a CDL must be tested for alcohol and controlled substances, in accordance with Federal Regulations, as soon as possible following an accident involving –
    a. the loss of life,
    b. or if a citation for a moving violation was issued and one of the vehicles involved in the accident had to be towed,
    c. or one of the people involved in the accident had to receive medical attention immediately away from the scene of the accident.
3. DOT drivers will be subject to all Federal Regulations.

<u>District Employees</u>

1. District employees must report all accidents to the supervisor or designee immediately following the accident.
2. The employee shall provide copies of all requested documentation regarding the accident and any subsequent medical or legal records related to the accident.
3. The District will require testing following any accident.
    a. The involved employee(s) must be transported by a supervisor or designee to the

testing facility and will be tested for alcohol and controlled substances as soon as possible following the accident.

Random Testing

All District employees will be enrolled in the drug test program for random testing. The laboratory utilizes a random selection method for employee testing. Once notified of selection, the employee will proceed immediately to the collection site for testing. Testing will be unannounced and spread throughout the year. Each employee has an equal chance of being selected for testing each time a selection is done.

Department of Transportation (DOT) Employees

All District employees operating under a CDL will be subject to random testing in accordance with Federal Regulations. An annual rate of 10% of those enrolled in the consortium will be tested for alcohol and 50% of those enrolled in the consortium will be tested for controlled substances.

Absent on the Random:

•If an employee is scheduled to work and are absent on the test date, he or she will be tested on another day.

•Employees are not to be notified until the morning of the test.

Refusal to Submit:

This refusal constitutes a positive test result. The employee is determined to have refused to submit to testing if:

1. He/she refused to take the test.
2. There is an inability to produce urine after 44 ounces of fluid are ingested and 3 hours have passed or cannot give enough breath sample with an absence of a valid medical explanation.
3. He/she provides false information
4. He/she fails to report within the required time period for testing.
5. He/she tampers with the specimen in an attempt to mask any drugs that may be present.
6. He/she leaves the building.

Positive Random Testing Results:

If an employee fails a random **or reasonable suspicion** drug test the employee shall be placed on leave status for the period of 10 working days for the evaluation and rehabilitation process. The employee may use PTO (Paid Time Off) if the employee has leave. If the employee does not have leave, the employee will be in Leave Without Pay status.

All bus drivers who test positive will be removed from all transportation duties until the completion of the SAP requirements which could be up to 60 months, per SD DOT regulations. A positive test will be a breach of the bus driver contract. The employee will be recommended for termination from the bus contract.

Substance Abuse Professional Steps

The employee who tested positive agrees to obtain the service of a substance abuse professional (SAP) within ten (10) working days and abide by the professional recommendations at the employee's expense, to rehabilitate before resuming employment.

1. The Substance Abuse Evaluation shall take place no later than 10 working days after receiving notice of the positive test. The employee shall not delay participating in the Substance Abuse Evaluation.

2. An employee who does not complete the assessment and contact the HR Office for a return to duty test at the completion of 10 working days, will be considered a refusal and will be recommended for termination.
3. Once advised by the SAP to return to work, the employee must contact the Human Resource Office with the SAP Verification of Compliance.
    a. The employee will have 20 days to schedule with the HR Office a Return to Duty Test. The employee may use PTO days if available or LWOP.
    b. An employee may request an additional 15 days of PTO if available or LWOP to the HR Director to schedule a Return to Duty Test if needed.
4. If the test is negative, employee may, upon approval from Human Resource Director return to his/her previous position.
    a. The employee will be required to complete a minimum of five (5) Employee Assistance Program (EAP) sessions for drug/alcohol use with Avera, or five sessions with a Traditional Spiritual Leader, Clergy, or the employee's choice. The employee must submit a verification of completion of the five (5) sessions to the HR Director.
    b. The employee must complete a one (1) hour district training on the effects of drug and alcohol use. The date and time will be assigned by the Wellness Director.
    c. The employee will receive a copy of the district's drug and alcohol policy.
    d. The employee will be placed on the list for 6 months following a return to duty test. During that time, the employee may be called for testing.

Resignation

- If an employee resigns without an SAP evaluation compliance, they are subject to SAP evaluation compliance and rehabilitation completion before re-applying to the District.

Termination

- If an employee refuses, fails to complete an assessment or fails to abide by the recommendations of an evaluation, it will be considered insubordination, and the employee shall be recommended to the School Board for termination of employment.

Appeal a Positive Random Test

- If an employee seeks to appeal a positive drug test, the employee must contact the HR Director to schedule get a hair follicle test, with the district's contract lab, within ten days at the employee's expense.

Return to Duty Testing:

The Superintendent shall make an immediate recommendation for termination of employment if any of the return to duty tests are positive**. The employee may reapply after six (6) months.**

Reasonable Suspicion

All employees are required to submit for alcohol or controlled substance testing whenever there is reasonable suspicion that a prohibition of this policy has been violated. The supervisor will be authorized to determine, based on observations or behaviors, that alcohol or controlled substance testing be conducted. Such testing should occur as soon as possible. A failed test may result in disciplinary action, including and up to termination. The district will place the employee on leave status and follow the positive random test steps.

Approved: 11-25-2024

7.17 DISTRICT RESIDENTIAL HOUSING

In recognition of the fact that the District is predominantly a rural, agricultural area and does not contain, nor is it located in the proximity of a metropolitan setting, and as a result of the rural isolation of the schools within the District, housing for staff is not readily available. The District has made an effort to provide such housing in those areas where none may be available. The following policies relate to the assignment of District housing to staff members requesting the same, establishment of rules regarding terms and conditions of leases for these housing units and is designed to attempt to satisfy the needs of employees, while at the same time considering the immediate and long-term benefits of such housing assignments to the District and its students.

CRITERIA FOR DISTRICT-OWNED HOUSING

1. District housing unit or lot is defined as those living quarters and lots, which are owned, leased, or rented by the District and which are made available as housing units. Such units will include a variety of types of living quarters, including but not limited to mobile homes, apartments, utility apartments that may be attached to an education facility, and houses.
2. All lots are reserved for District owned housing only.
3. All district housing units shall be only for Oglala Lakota County School District employee and the employee's immediate family.
4. Housing units shall be assigned on a priority basis whereby certified staff shall have the first opportunity to lease available housing units. If no certified personnel have requested housing, available housing units may be leased to Administrators or other school district personnel. Rental agreements for administrators or other school district personnel will be for one year only.
5. Housing assignments shall be determined by a Housing Committee which shall be composed of the Superintendent, Finance Director, Human Resources, Facilities Director, Project Director, and Principal of the school nearest the housing site. Assignments shall be based upon housing requests as submitted by prospective lessees.
6. Housing assignments shall be made for a one (1) year period, which shall coincide with the District fiscal year, with all housing leases to be reviewed and renewed as appropriate on an annual basis, depending upon certified teacher needs. All tenants must have on file a current signed lease provided by the District.
7. Lease rates and improvements in the housing/lot units, shall be determined by the Board, with all lease rates remaining fixed for the term of the lease agreement. Lease rates do not include utility payments which will be responsibility of the tenant.
8. A completed application must be submitted for consideration. The application must include the $500.00 Security deposit.
9. Violation of housing policies may be considered in termination of employment.
10. No convicted or currently charged sex offender shall be permitted to live in or be present in District residential housing. The Housing Coordinator will review the sex offender lists monthly.
11. Tenants are not allowed to sublease their residence.
12. Tenants are required to report to the Housing Coordinator the names of all adults living in their assigned housing (temporary or permanently). All OLCSD employees living in the unit will be considered leases and will bear the responsibility of all Housing policies and procedures.
13. Unless specifically approved by the Board or Housing Coordinator in advance no guest may

stay longer than two weeks.

14. Tenants are required to pay for their own propane and electricity for the unit. Lacreek Electric Cooperative will be used for electricity. If you leave for the summer, you must keep your utilities paid and connected. Utilities include electricity and propane. Failure to do so will result in eviction. The District Housing Office will conduct weekly inspections when a tenant leaves for the summer. Please make prior arrangements with the district office.

15. Oglala Lakota County will cover the costs of garbage removal for tenants.

16. The Board reserves the right to immediately terminate lease agreements with any individual who knowingly and willingly abuses such housing assignment, damages or destroys property of the District, demonstrates willful misconduct while living on school premises, establishes a record of non-payment of utilities or other related housing expenses, or who may objectively be considered a bad risk as a lessee.

HOUSING POLICY REGULATIONS

In order to enable the administration to effectively administer the District policy related to housing assignments, the following regulations are established:

1. Effective July 1, 2024, all district rentals will require a $500.00 security/cleaning deposit.

2. Yard Care

a. The property around the housing/lot unit shall be maintained in a presentable fashion by the tenant. This will include lawn care, watering, and removal of undesirable trash or litter. As part of yard care and upkeep the tenant will keep the sidewalk and steps leading to the housing unit free and clear of ice and snow. This requirement is part of the consideration the tenant must provide for occupation of the unit.

b. All yards must be mowed and clear of trash and debris. This will be the responsibility of the lessee. If the housing staff must mow or clean the yard, there will be an extra $20.00 charged to the monthly rent, each time the district must mow the lawn.

b.1. The district will rent a lawn mower to a tenant for $5.00 per use.

c. Tenants may have up to (2) operable vehicles.

d. No inoperable vehicles shall be kept at the unit. The tenant is responsible to remove the vehicle or the vehicle will be removed at the tenant's expense.

3. Possession, Consumption or Distribution of Alcohol, Illegal drugs or Prescription Drugs Prohibited

a. Tenants are advised that possession, consumption or the distribution of alcohol on the Pine Ridge Indian Reservation is prohibited by the Tribal Code.

b. All illegal drugs including but not limited to methamphetamines are prohibited and may result in eviction. Reasonable suspicion of drug use will be turned over to authorities.

c. Misuse or distribution of prescription drugs may result in eviction. Reasonable suspicion of drug use will be turned over to authorities.

4. Smoking or Vaping on School Premises Prohibited

a. Smoking or vaping on school district property by the tenant or guests is not allowed and may result in eviction. Tenants will need to use designated smoking areas.

5. Disturbances

a. Disturbances in housing areas which are the result of the actions of either the tenant or guests of the tenant may result in disciplinary action, including eviction.

6. Property Damage

a. As stipulated in the lease agreement, the care, cleaning, general housekeeping maintenance, and protection of leased property is the responsibility of the tenant. The cost of damages to school property is also the responsibility of the tenant. Damage to school property by guests of the tenant will also be considered the responsibility of the tenant. South Dakota law provides that intentional damage to property is a crime subject to sanctions.

7. Certified Service Dog

a. Only medically registered service or support animals are permitted. An initial $350 deposit is required from all pet owners which shall be paid in addition to the required deposit and application fees.

b. Owners are responsible for all damage done by their service animal.

c. A monthly rental rate of $25.00 for the service animal will be added to the rental agreement for the tenant. (i.e., in a kennel or on a leash.

d. All dogs listed under the OST Ordinance 07-39, Braedon's law will not be allowed. This specifically applies to any pit bull, Rottweiler, Doberman Pinscher, vicious dog, or any other vicious animal.

e. Any dogs found during inspection of the housing or property area will be subject to the pet deposit and monthly rental rate per animal.

f. A limit of one dog per unit will be enforced.

8. Inspections

a. Inspections will be conducted yearly by the Housing Coordinator and Housing Committee. Unannounced inspections will also be conducted as needed. Oglala Lakota County School District will seek to provide prior notice before entering the home. Photographs or videos may be taken when violations are discovered.

9. Prostitution or Illegal Activity

a. No illegal activities including but not limited to prostitution are permitted. The tenant is responsible for the actions of any guest. Disciplinary action as a result of the actions will be imposed on the tenant, including eviction.

10. Modifications to the Property

a. The tenant must get prior permission from the Housing Coordinator for any modifications to the property. The cost of any modification is the responsibility of the tenant. This would include both inside the residence and the yard.

- Examples may include: painting, hanging decorations, installing permanent fixtures, modifying rooms, fencing, parking on the yard, or any other modification that changes the original property.

11. Rental Insurance

a. Tenants are responsible to have Rental Insurance and will need to keep their policy current and on file with the Housing Coordinator.

b. Failure to maintain rental insurance may result in disciplinary action including eviction.

12. Infractions

a. The district will implement a three-strike rule for minor infractions. If a tenant is in violation of a housing polices and regulations, a strike will be given. Three minor infractions will result in eviction.

b. Serious infractions will result in eviction.

PROCEDURES - CLEANLINESS & MAINTENANCE

It is the tenant's responsibility to keep the housing lot or unit clean and properly maintained. This includes but is not limited to the following practices:

- Pick up after yourself
- Don't pour grease in drains (pour in glass or metal container and then throw away when cool)
- Keep food in containers or refrigerator
- Clean dishes and counters after each meal
- Clean bathrooms once a week
- Take out trash at least once a week
- Vacuum or sweep once a week
- Clean up any garbage around the house
- Keep window screens and door screens in place
- Keep the area outside the house clean and free of garbage and unwanted items.

PROCEDURES - SAFETY

1. Safety Alarms: Units are fitted with smoke detectors for your safety and in accordance with the law. Removal or disabling of these devices is forbidden. Please notify the Housing Coordinator if they are no longer working properly.
2. Be respectful of others in the house and area. Do not play music to loudly.
3. Be safe - lock doors and do not let strangers in the house.
4. Report all problems with the house or appliances as soon as possible to the Housing Coordinator.
5. If you have an emergency with your housing unit (i.e. water leaks, furnace malfunction, septic problems) please call _____ immediately!

Oglala Lakota County School District may terminate the lease upon ten days notice if the TENANT:

1. Has serious or repeated violations of the terms or conditions of the Lease
2. Violates of any applicable Federal, Tribal, or local laws
3. Any activity engaged in by the TENANT, TENANT'S Household members or guests or other person under control of TENANT that threatens the health, safety, or right to peaceful enjoyment of the rentals by other employee residents
4. Criminal activities including drug-related criminal activity at or away from the home
5. The unit becomes uninhabitable or
6. Other Good cause

<u>PROCEDURES - HOUSING CHECKOUT</u>

1. Houses, trailers, and trailer lots will be rented to employees only and they will be required to leave the premises within 30 days of separation from employment.
2. Housing unit will be checked in accordance with the cleaning expectations listed below. The aim of the District is to provide clean and attractive living quarters for new tenants. We expect you to leave your unit in the condition you would like it to be when moving in.
3. Contact the Housing Coordinator at least 30 days before you are ready to move to arrange a

checkout date and time. Be sure to allow enough time in your schedule to make any cleaning improvements that might be suggested by the Housing Coordinator unless your unit is clean enough to meet all cleaning expectations.

4. At the designated check-out time, the Housing Coordinator will check your housing unit in accordance with the Cleaning and Maintenance Expectations.

5. Rent payments will continue until the tenant has moved out and the unit has been inspected.

6. The return of the $500.00 Security/Cleaning Deposit will depend upon the condition of the unit at inspection.

a. A fully cleaned; no damage inspection may result in the full deposit being returned.

b. If cleaning or repairs are required for the unit, the deposit will be used to cover the costs and may result in no deposit return.

c. If an employee seeks to transfer to another unit, the employee must cover all cleaning and repairs that exceeds $500. The employee(s) may use payroll deduction or make payment using a money order.

d. When the employee leaves the district, all incurred costs assessed at vacating the property will be deducted from any closeout payments.

e. Employees who vacate units with excessive damage of $1,000 or who leave outstanding utility bills, i.e. electric and propane will not be eligible to enter into a lease agreement with Oglala Lakota County School District.

ATTACHMENT A-1
APPLICATION FOR OGLALA LAKOTA COUNTY SCHOOL DISTRICT HOUSING

Full Name: _____ How long have you been an employee: ____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number(s): _____ Male Female
Employment Position and location: _____
Employment Classification: _____ Certified _____ Administration _____ Classified
Preferred Location:
_____ Batesland _____ Red Shirt _____ Rockyford _____ Wolf Creek/Lakota Tech
List all people who live in your household beginning with the Head of House (Lessor)

First Name	Last Name	Relationship	Date of Birth

*If more than six people will be in the home, please provide additional names and birthdates on a separate sheet.

YES NO	Are you or additional occupant(s) required to register as a sex offender in any state or currented charged as a sex offender?
YES NO	Are you or additional occupant(s) ever been arrested for a misdemeanor or felony?
YES NO	Are you able to remain in compliance of the Tribal Code Section 88.01 and Section 106.02. No use of alcohol or drugs?
YES NO	Do you have a registered service or support animal that will be residing with you on school premises? If approved, please supply a copy of the registration or documentation with deposit and lessee agreement.
YES NO	Do you have renter's insurance or intend to purchase rental insurance prior to moving in? Proof of insurance is required.
YES NO	I understand I will be responsible for my own electricity and propane costs for my unit.

Lessors are allowed to park (2) two operable vehicles. Please provide the make, model, color, and License Plate number for each vehicle.

Vehicle Make	Vehicle Model	Vehicle Color	License Plate Number

Please list (3) references that can be contacted to verify questions on applicant's character. All three will be called, please ensure phone numbers are in working order. Failure to contact references may result in delay of approval.

Name	Relationship	Working Phone Number

The Board reserves the right to immediately terminate Lease agreements with any individual who knowingly and willingly abuses such housing assignment, damages, or destroys property of the District, demonstrates willful misconduct while living on school premises or on the job. The housing committee has the right to recommend termination of lease.
If you are evicted based on housing rules within the Oglala Lakota County Residential Housing Policy 7.17, you will have 10 days to vacate the premises.

The lot and security/cleaning deposit is required prior to moving in. Pet deposits and rent must be paid prior to moving in.

Application Certification Statement
I/We, certify that the information given to the Oglala Lakota County School District within this application is true and correct. I/We, understand that false statements or information is punishable and may result in eviction.

_____ _____
OLCSD Employee Signature Date

_____ _____
OLCSD Employee Signature Date

_____ _____
OLCSD Employee Signature Date

_____ _____
OLCSD Employee Signature Date

ATTACHMENT A-2
Oglala Lakota County School District Policy Reference Manual (Code 7.17)
Oglala Lakota County Schools Residential Housing

LIVING QUARTERS LEASE

LEASE made this _____ day of _____, 20____, between Oglala Lakota County School District No. 65-1, hereinafter called LESSOR, and _____ hereinafter collectively called TENANT.

It is recognized that the TENANT may be employed by the LESSOR in the operation of the Oglala Lakota County Schools, and that since rental living quarters are not available in the immediate area, in order that the TENANT may have living quarters reasonably accessible to the place of employment, the LESSOR is making living quarters available to the TENANT on the following terms, and conditions.

It is recognized herein that the LESSOR has only a limited number of facilities available and that the family sizes and living requirements of the employees vary. In order to make maximum utilization of the living space that it has it may become necessary for the LESSOR to change and reassign living quarters during the school year. Accordingly, the unit rented hereunder is residential living space rather than a specified house, trailer, apartment, or lot and the living area herein assigned may be changed or re-designated during the lease period provided herein.

It is further agreed by and between the parties hereto that this Lease Agreement is entered into upon the following express terms and conditions.

1. DESCRIPTION OF LIVING SPACE INITIALLY ASSIGNED:

The TENANT specifically agrees to reassignment of TENANT'S living space if such action becomes necessary in the sole discretion of the LESSOR.

The LESSOR agrees to seek by all reasonable means to reassign TENANT only to living space adequate to meet the TENANT'S space requirements.

2. The TENANT is to pay as rent for the rented premised the sum of $_____ per month, payable in advance on or before the 1st day of each month of this Lease Agreement, or to be deducted from the TENANT'S pay check. In addition, monthly rental may be adjusted if different living quarters are assigned during the lease period. It being recognized that there is an existing established rental charge for each unit and that the rental adjustment will be in accordance with such established rate.

3. The period of this Lease Agreement shall be for the 20____ - 20 ____ school year. This lease shall begin on the _____ day of _____ 20____, and terminate on the _____ day of _____ 20____: subject only to the fact that the TENANT may continue to occupy the premises for a period of fifteen days after the lease is terminated, rent to be paid for the actual time the premises are occupied.

4. It is recognized that the parties hereto have compiled a separate inventory of furniture, appliances, or household furnishings that are included with the rented unit, and an inventory of the condition of the premises at the beginning of occupancy, which said inventory list is hereby referred to and made a part hereof. The LESSOR will take photographs and video of the unit and maintain a file of the unit. The TENANT that the TENANT will take good care of the premises, furniture, fixtures, and appurtenances, and suffer no waste or injury thereto: that TENANT will either repair or defray the cost of repair to the leased premises, furniture, fixtures, and appurtenances, necessitated by the fault or negligence of the TENANT, the TENANT'S family, guest, or other invitees occupying the premises.

5. The TENANT has inspected the premises, and by renting of these premises does accept the risk inherent in such occupancy, and that the LESSOR shall not be liable for damage or injury to person or property occurring in or about the leased premises: and that the TENANT will save the LESSOR harmless for any liability arising from injury to person and property caused by an act or omission of the TENANT, or invitees.

6. The TENANT acknowledges that guests, other than children of TENANT are not allowed to reside in the premise for more than two (2) weeks during the lease term.

7. If, through no fault of either party, fire, storm or other casualty renders the living quarters uninhabitable during the period of this Lease Agreement, both parties shall be released and discharged from the terms and conditions of this Agreement, or any further liability in connection therewith.

8. If the TENANT defaults in the performance of any of the covenants or conditions herein including payment of rent, the LESSOR may give ten days of written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said period, this Lease may be terminated and possession restored to the LESSOR.

9. The TENANT agrees to observe and comply with the reasonable rules and policies established by the Oglala Lakota County School Board concerning use and occupancy of the rented premises including but not limited to the check-out requirements as set forth in Board Policy 7.17 DISTRICT RESIDENTIAL HOUSING which is hereby incorporated herein.

10. The TENANT hereby consents and agrees that any moneys owed to the TENANTS for employment or otherwise may be withheld until all rents due hereunder have been paid and settlement has been made for any cleaning or damage to the premises, furniture, or fixtures.

11. It is recognized that this Lease is entered into in connection with the TENANT'S employment by the LESSOR, and that if such employment is terminated for any reason, TENANT will be deemed to have terminated this Lease Agreement and possession of the premises restored to the LESSOR within ten (10) days from termination of such employment.

12. District has the right to inspect the premises at any reasonable time.

13. Any dispute arising out of the Landlord-Tenant relationship, the use and occupancy of the leased premises or the payment of any obligation under the lease shall be litigated in the appropriate court.

IN WITNESS WHEREOF the parties hereto have signed and sealed this instrument the day and year hereinabove written.
OGLALA LAKOTA COUNTY SCHOOL DISTRICT NO. 65-1

_____
SUPERINTENDENT OR BOARD PRESIDENT (LESSOR):

_____
FINANCE DIRECTOR (LESSOR):

_____
OLCSD Employee LESSEE:

_____
OLCSD Employee LESSEE:

_____
OLCSD Employee LESSEE:

_____
OLCSD Employee LESSEE:

You have 10 calendar days to return the lease agreement.
Board Approved: 5-28-2026

OGLALA LAKOTA COUNTY SCHOOL DISTRICT RENTAL RATES

- RATES DO NOT INCLUDE PROPANE OR ELECTRICITY.
- GARBAGE PICK-UP WILL BE COVERED BY THE SCHOOL DISTRICT

RENTALS: LOT RENT, TRAILERS, APARTMENTS, HOUSES LESSEE NAME:		
RENTAL TYPE/LOCATION	RATE	LESSEE RATES
BATESLAND LOT ONLY	$80.00	
BATESLAND 1-2 BEDROOM TRAILER	$150.00 $250.00	
BATESLAND 3 BEDROOM TRAILER	$350.00	
BATESLAND SUPERINTENDENT HOUSE	$400.00	
ROCKYFORD DOUBLEWIDE TRAILER	$400.00	
ROCKYFORD 2 BEDROOM TRAILER	$500.00	
ROCKYFORD 3 BEDROOM TRAILER	$600.00	
ROCKYFORD GOVERNOR'S HOUSE	$400.00	
LTHS APARTMENTS	$500.00	
LTHS DUPLEX 3 BEDROOMS	$600.00	
LTHS 3 BEDROOM UNFINISHED HOUSE	$700.00	
LTHS 6 BEDROOM FINISHED HOUSE	$900.00	
PET RATE		
Animal Deposit	$350.00	
Monthly Pet Rent	$25.00	
Total Monthly Rate		$

Board Approved: 5-28-2026

7.18 PROFESSIONAL STAFF TIME SCHEDULES ADMINISTRATORS

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions.

Administrators will be expected to work during the hours and on the days that the Superintendent's office is open unless special arrangements have been made with the Superintendent. On days' schools are closed because of bad weather or other emergencies, all staff members, except those who work only on teacher work days, are required to report to work as soon as they are able to do so.

The work year for administrators will be established individually through their contracts.

TEACHERS
Teachers are required to work in accordance with the terms and conditions set forth in the negotiated agreement between the District and the Oglala Lakota County Education Association.

7.19 PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES
(Revised and Approved 4-13-2023)

Continuing professional growth and increasing effectiveness on the part of the entire staff is essential for the success of educational programs and school operations. The continual professional growth of all staff members on an individual basis and through planned in-service programs will be encouraged. Such opportunities may include, within budgetary limitations, special in-service courses and workshops, summer study grants, school visitations, and attendance at professional conferences and meetings that are related to District approved curriculum and or programs.

Upon return from a professional staff development course, workshop, visit, or conference, each employee will submit a synopsis of the training to the school board at the next regularly scheduled board meeting. A copy will be placed in the employee's file for professional development.

Oglala Lakota County School District will support the GED tutoring program for classified staff who need assistance obtaining a General Education Diploma (GED). Staff will have one (1) year to complete their coursework and pass the tests. Extensions may be considered on a case-by-case basis. See Approved Educational Advancement Program, Appendix 14.

7.20 IN-SERVICE EDUCATION

The Superintendent will work with other school districts, local colleges and universities, and the Division of Elementary and Secondary Education to provide in-service education for contract employees and instructional staff. The Board will encourage the development of in-service education by:

- Conducting District wide assessment of in-service education needs;
- Ranking in-service education needs in relation to District goals;
- Developing criteria for effective in-service education activities:
- Developing travel and professional leave policies in cooperation with teachers;
- Developing a calendar that includes days for in-service education;
- Developing cooperative relationships with agencies that provide in-service education;
- Establishing an in-service education committee composed of teachers and administrators;
- Identifying resources for in-service education;
- Assessing the effectiveness of in-service education activities in relation to District goals.

Legal References:

SDCL 13-26-4 (Teacher-parent conference hours counted) SDCL 13-26-4.1 (In-service training)

7.21 SUPERINTENDENT EVALUATION

Will be evaluated annually.

7.22 PROFESSIONAL STAFF EVALUATION

Except as modified or governed by the terms of the negotiated agreement between the District and the Oglala Lakota County Education Association, The District states that in order to assure a high quality of teacher and administrator performance to advance the instructional programs of the District schools, a continuous program for teacher and administrator evaluation will be established by the Superintendent.

Except as modified by the terms of the negotiated agreement between the District and the OLCEA, teachers will be evaluated in accordance with the terms of the negotiated agreement on the following schedule:

1. Teachers in one to three years of employment as probationary teachers will be evaluated each year.

2. Teachers in or beyond their fourth year of employment (continuing contract teachers) will be evaluated at least every two years.

3. Teachers placed on a plan of assistance will be evaluated in accordance with the terms of the plan of assistance but in all such cases at least annually.

Administrators will be evaluated each year.

Evaluations should provide feedback to teachers and administrators noting strengths, as well as areas needing improvement.

The formal evaluations will be written and will be discussed by the evaluator and the teacher or administrator. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed and dated by both parties and incorporated into the personnel files of the teacher or administrator. The signature of the teacher or administrator does not indicate approval or disapproval of the evaluation, but that the evaluation has been read and discussed.

The written evaluation should be specific in terms of a person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for an improvement plan should be made. When a person's evaluation constitutes "poor performance" for two evaluations the Board may terminate employment. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

Legal References:

SDCL 13-43-6.3 (Nonrenewal of teacher's contract) SDCL 13-43-6.4 (Nonrenewal due to staff reduction), SDCL 13-43-6.2 (Written notice of intention to recommend nonrenewal) Teacher's Agreement, SDCL 13-43-6.5 (Termination not caused by amount of compensation) SDCL 13-43-6.6 (Right to termination on statutory grounds) SDCL 13-43-6. 7 (Written notice of recommendation for termination) SDCL 13-43-6.8 (Evidence of delivery of notification), SDCL 13-43-6.9 (Evidence of delivery of written request for a hearing) SDCL 13-43-6.1 (Just cause for termination or nonrenewal)

7.23 SUPPORT STAFF EVALUATION

Support staff shall be evaluated in accordance with the terms of negotiated agreement between the District and the Oglala Lakota County Classified Employee Association.

Contract employees shall be evaluated by the on the following basis:

1. Support personnel will receive written evaluations annually by their supervisor. Additional evaluations may be made as often as once a month for employees needing assistance and improvement.
2. Probationary employees will be evaluated at least twice during the probationary period, and at least annually thereafter.
3. If a contract employee's job performance has been determined to be less than satisfactory, or if the employee has been placed upon a plan of assistance, evaluations shall be conducted as deemed necessary.

7.24 STAFF PARTICIPATION IN POLITICAL ACTIVITIES

1. District employees have the right to seek public office and holding an elective or appointive public office. However, no employee of the District may serve on the Board.
2. Any employee who intends to campaign for an elective public office **must** notify the Superintendent in writing at the earliest possible time of the office which the employee intends to seek, together with the decision as to whether the employee wishes to continue

employment and, if so, under what terms and conditions.

3. The Superintendent will meet with the employee involved and discuss these matters and will present a proposed solution to the Board for consideration. It is the responsibility of the Board to determine if the position sought or the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities to the District.
4. In connection with any political campaigning the following guidelines apply:
   a. No employee may use school system facilities, equipment or supplies;
   b. No employee may discuss the employee's campaign with students or with school personnel during the working day;
   c. No employee may use any time during the working day for campaigning purposes;
   d. Even if taking personal leave, no employee may conduct campaign activities on school premises while school is in session or while District employees are performing official duties.
   e. No employee may support or sign political campaign petitions during the contracted work hours.

5. A teacher seeking an extended leave of absence for campaigning, office- holding, or other time-consuming activities connected with government service, must apply for leave in writing. The Board may provide the teacher with a written answer to a request for political leave, including salary arrangements as determined by the Board.
6. If not elected, the employee may return to the position previously held, unless the position has been previously filled in which case the employee may be assigned to a similar position for which the employee is qualified.

Board Approved: 10-30-2024

7.25 STAFF DRESS CODE

The District expects staff to set exemplary examples in regards to appropriate attire. This policy applies to all employees and substitutes, employed by the District. It is imperative that employees exercise good judgment in their choice of professional appearance for the school day and school-related activities such activities in which student and parents participate, and/or educational or other professional conferences by appearing in a manner that:

- Is appropriate to the situation
- Provides positive role modeling for students
- Promotes a learning and working environment that is free from unnecessary disruption
- Is conducive to high student and staff performance; and will invoke a positive impression upon parents and community
- Will invoke a positive impression upon parents and community

The Superintendent and/or Supervisors have the authority and responsibility for ensuring compliance with this policy. They shall have the authority to temporarily modify this policy as dictated by the work situation, safety issues, health issues, or other needs of the school, etc. This

policy applies to all school activities.

Staff members failing to abide by the adopted dress code will receive disciplinary consequences up to and including termination. The following forms of disciplinary action are available depending upon the facts and circumstances:

- Verbal warning
- Written reprimand in personnel file
- Suspension without pay
- Termination

Dress Code

- Apparel must be free of anything to do with alcohol, tobacco, or any illegal substances, anything of a sexual nature, profanity, gang affiliation and/or the perception thereof. Tattoos will be held to the same guidelines as apparel and must be covered when possible or when inappropriate as identified above;
- Necklines must be high enough not to show cleavage·
- Spaghetti-strap tops without an appropriate cover-up and/or clothing that reveals any part of the midriff are not appropriate;
- Hats, caps, sweatbands, bandanas, hoodies, or sunglasses are not to be worn inside school buildings; hats are allowed when it is part of the staff uniform as relevant to the position (bus drivers, maintenance, custodian, groundskeeper, and Security). Hats/Caps worn as military adornment are allowed also.
- Jeans must be in good condition; Sweat suits or pants and jogging suits are allowable if of dress quality.
- Shorts may be worn if they are of dress quality and seasonally appropriate. Cut-offs, short shorts, spandex and/or Lycra shorts are not appropriate.
- Hickeys must be covered up.

7.26 STAFF CONFIDENTIALITY

District employees may have access to confidential information (oral, written, or computer generated not otherwise available to the public at large) about employees or students, their families and/or personal and school business. Confidential information also includes District business information including computer programs, software, and supporting documentation, technological improvement plans, strategic plans, financial information, employee information (including but not limited to coworker and their families), and student information (including but not limited to them and their families).

Unauthorized disclosure, copying and/or misuse of confidential information is a serious breach of duty and will result in disciplinary action up to and including termination of employment or employment contract. Further, the obligation and duty to maintain and not disclose confidential information extends beyond employment, contract, or association with the District, as required by law.

7.27 VETERAN'S PREFERENCE

The District allows for veteran's preference in accordance with federal and state law. South Dakota defines an eligible veteran as:

Honorably discharged, a citizen of the United States, and the individual has served under qualifying conditions set forth in SDCL 33A-2.

Eligible veterans receive preference for appointment, employment and promotion at all levels of government, including school districts. If the applicant possesses at least the minimum qualifications necessary to fill the position, the veteran shall be granted an interview.

Eligible veterans may not be disqualified by their age, by loss of a limb or by any other physical impairment which is not incapacitating. However, such employees must possess the qualifications necessary to do the job in question.

A veteran disabled due to a service-connected cause is given preference over a nondisabled veteran.

Legal References: SDCL 33A-2

7.28 TRIBAL PREFERENCE

The Oglala Lakota County School District 65-1 follows federal and tribal law on tribal member preference for employment. If a federal grant allows it, tribal preference will be allowed for hiring under the federal grant only, but if state law does not allow it, it will not be allowed for positions paid for with South Dakota state funds.

7.29 OUTSIDE EMPLOYMENT (Revised and Approved 4-13-2023)

The District has no objection to employees holding another job provided such other employment does not negatively impact the employee's duties and job performance standards of the District or create a conflict of interest. Prior to acceptance of other employment, the employee shall notify their supervisors of their decision to work other jobs. Outside work shall not interfere with District employment, the required job duties, or the work hours assigned.

The employee will fill out an Outside Employment form and submit it to their supervisor for approval. Once approved, the form will send to the Superintendent for approval. The form will be kept on file in the HR Office.
The supervisor will confirm the outside employment hours with the secondary employer and monitor the employee's performance. The supervisor may rescind the approval if the secondary employment interferes with the employee's work.

Employees who do not submit a request for outside employment will be given 30 days to comply.

7.30 NURSING MOTHERS

The District recognizes that breastfeeding is the most healthful, natural and economic method of infant nutrition, and it is the policy of the District to support the needs of breastfeeding mothers when they return to work.

Maternity leave planning will address the transition from full-time maternity leave to full-time work and the impact that this may have on breastfeeding. Generally, maternity leave is a sufficient time to establish breastfeeding. Factors to consider include a combination of full-time and part time maternity leave, a flexible work schedule to accommodate breastfeeding needs, and break times to use a breast pump at work.

Breastfeeding employees are allowed a flexible schedule for nursing or pumping, with the schedule to be determined by the employee and employee's supervisor. The schedule requested by the employee will be approved unless the employee's supervisor has determined, in writing, that the requested schedule would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the school district. Factors to determine when considering the schedule as proposed by the employee include, but are not limited to the following: the time requested would exceed the normal time allowed for lunch, breaks, student responsibilities at the time requested, sick/personal and annual leave, and adjustment of normal work schedule.

The District shall provide an appropriate room, other than a bathroom, for an employee to express breast milk where; nursing women can nurse an infant brought in during lunch or breaks; nursing women can pump breastmilk to be stored for later use. (Each employee is responsible for proper storage of her milk using a personal storage cooler); the area for breastfeeding or pumping is located where a crying infant will not be disruptive to other employees; accessible electrical outlets for electric breast pump use and a sink close by with a clean, safe water source for hand washing and rinsing out breast pump equipment; and a comfortable chair and a table or desk is available for pumping;

Notes:

29 U.S.Code § 218d exempts employers of fewer than 50 employees "if such requirements would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the District's business."

29 U.S Code § 218d states the following:

In General. - An employer shall provide-

a reasonable break time for an employee to express breast milk for her nursing child for 1 year child for 1 year after the child's birth each time such employee has need to express the milk; and

a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

Compensation.-

In General. - Subject to paragraph (2), an employer shall not be required to compensate an employee receiving reasonable break time subsection (a) for any time spent during the working day for such purpose unless otherwise required by Federal or State law or municipal ordinance.

Relief From Duties. - Break time provided under subsection (a)(1) shall be considered hours worked if the employee is not completely relived from duty during the entirety of such break.

Board Approved: 3-11-2026

7.31 EMPLOYEE FRATERNIZATION

The District strongly believes that a school environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective operations. Employees of the District serve as role models to students of the District and must to the greatest extent possible refrain from entering into or maintain a romantic or sexual relationship with a co-worker. While this policy does not prevent the development of friendships or romantic relationships between co-workers such relationships are strongly discouraged. If such a relationship exists or comes into existence this policy does establish procedures and boundaries as to how such relationships are conducted.
This is especially important for supervisors with authority over others' terms and conditions of employment as such individuals have access to sensitive information and they may have the ability to affect the employment of individuals in subordinate positions. Such relationships may expose the District to legal ramifications.

The following rules and procedures apply:

1. During working time and in working areas employees shall conduct themselves in an appropriate workplace manner that does not interfere with others or the effective and efficient operations of the District.
2. During nonworking time, such as lunches, breaks and before and after work periods, employees who engage in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on school grounds or school activities whether during working hours or not.
4. Employees who allow personal relationships with co-workers to adversely affect the work or learning environment will be subject to disciplinary action, up to and including termination of employment.
5. Employees' off-duty conduct is generally regarded as private, as long as such conduct does not create problems or issues within the workplace.
6. A romantic or sexual relationship between supervisors and subordinates creates a clear conflict of interest.
7. Any employee engaged in a romantic or sexual relationship with a co-worker must disclose the existence of a romantic or sexual relationship with another co-worker.

   Disclosure must be made to the Superintendent or the Director of Human Resources. Failure to disclose the existence of a romantic or sexual relationship will result in disciplinary action up to an including termination of employment.
8. Upon disclosure of a romantic or sexual relationship where a conflict of interest or potential conflict of interest is identified due to the relationship between the parties, the

District may take steps to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Examples of such circumstances include hiring, firing, promotions, performance management, compensation. If such situations exist the District may require a transfer to a different position or reallocation of duties to avoid any actual or perceived conflict of interest. If one or both parties refuse to accept the proposed action, such refusal will be deemed a voluntary resignation.

9. Failure to cooperate with the District to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among supervisors or others in positions of authority in an acceptable fashion may be deemed insubordination and result in disciplinary action up to and including termination.

Oglala Lakota County School District 65-1

Section 8

SECTION 8
NEGOTIATIONS

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8.01 NEGOTIATIONS GOALS

The Board recognizes that education is a public trust; it therefore is dedicated to providing the best possible educational opportunities for the young people of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

The Board believes that the best interests of public education will be served by establishing procedures that provide an orderly method for the Board and representatives of the staff to discuss matters of common concern.

It is further recognized that nothing in negotiations should compromise the Board's legal responsibilities, nor should any employee's statutory rights and privileges be impaired.

8.02 NEGOTIATIONS LEGAL STATUS

1. The Board hereby recognizes the OLCEA as the sole and exclusive bargaining representative for all certified employees. Supervisors or administrators are defined as those employees with the authority to recommend to the Board the employment, discharge, assignment transfer, or promotion of other employees and the responsibility to direct them to adjust their grievances or to recommend such action.

2. The District recognizes the Oglala Lakota County Classified Education Association (OLCEA) as the exclusive representative of classified employees in the District and will negotiate terms and conditions of employment with the association.

Legal References: SDCL 3-18-2 (Rights relating to labor organizations) SDCL 3-18-3 (Exclusive representation by designated representatives)

8.03 NEGOTIATIONS PROCEDURES

Following the granting of recognition to an organization to represent an employee unit, the Board, through its designated representatives, will meet with the representatives of the organization to negotiate and attempt in good faith to reach agreement on matters pertaining to salaries, terms, and conditions of employment, and processing of alleged grievances.
Negotiations including the procedures to be followed in case of impasse conciliation and fact finding shall be conducted in accordance with the provisions of state law.

Legal References: SDCL 3-18-3.1
SDCL 3-18-7
SDCL 3-18-8
SDCL 3-18-8.1
SDCL 60-10-1 to 60-10-3

8.04 CONDUCT OF NEGOTIATIONS

Individual Board members cannot negotiate privately with representatives of any employee unit. Each negotiating team will be limited to a specific number of individuals determined jointly by the Board and the negotiating organization.

8.05 REACHING TENTATIVE AGREEMENTS

All tentative agreements will be written and initialed by spokespersons of the respective negotiating teams. Agreements will be tentative until approved by the employee organization and adopted by the Board.

Legal References: SDCL 3-18-8

8.06 EMPLOYEE CONTRACT OBLIGATIONS

By state law, it is illegal for any employee of the District to engage in a strike, withhold services, be absent without leave or authorization, or decline to perform all of their duties and responsibilities.

So that the educational programs of the District will function without interruption, the Board will ensure that employee contracts that are in force with the District are fulfilled. If necessary, legal remedies will be taken by the Board to fulfill its obligations and responsibilities to the citizens of the District.

Any employee who conducts themselves in a manner that is disruptive to the educational programs of the District and/or violates the provisions of their contract with the District subjects themselves to the legal remedies available to the Board.

It is the responsibility of every administrator to ensure that the obligations and responsibilities of the Board are fulfilled as the Board directs.

Legal References:
SDCL 3-18-9 (Strike Defined) SDCL 3-18-10 (Strikes prohibited)
SDCL 3-18-11 (Consent to strikes by supervisors prohibited) SDCL 3-18-14 (Injunctive relief in case of strike)
SDCL 3-18-15 (Right of communication of grievance not limited)



Oglala Lakota County School District 65-1

Section 9

SECTION 9

INSTRUCTION

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9.01 SCHOOL YEAR – SCHOOL CALENDAR

The school calendar shall be established by the Board of Education and may receive input from the Association, the Superintendent, and the Curriculum, Instruction, and Assessment Director or Designee, prior to May 15. The school year will be in accordance with the calendar.

The calendar sets forth the day's schools will be in session, holidays and vacation periods, in-service training days, teacher orientation days, and other such designations as the Superintendent or Board deems appropriate.

Legal References: SDCL 13-26-1 (School fiscal year)
SDCL 13-26-2 (Time required in school term)
SDCL 13-26-4 (Teacher-parent conferences counted as hrs. in session)

SDCL 13-26-4.1 (In-service training)
SDCL 13-26-9 (School board decision on opening day of classes) SDCL 13-26-17 (Non-referral or rejection of referendum)

9.02 CURRICULUM DEVELOPMENT

Rapid social change, technological development, and expansion of knowledge are facts of contemporary life. Public education must respond appropriately. Therefore, it is imperative that individual schools, the school system as a whole, and the District continuously review and evaluate existing programs and practices, and adjust, modify, or change them as found advantageous in effectively meeting the needs of all students and the expectations of the community. Therefore, the Board expects:

- The administration and faculty to be perpetually sensitive to changing conditions that may require changes in curriculum;
- All programs to be under continuous evaluation to see that they meet the needs of children;
- The school system to undertake intensive curriculum evaluation and revision in certain areas from time to time as the need for this is demonstrated.

The Board will hear regular reports on district programs and ongoing curriculum study and revision. It will consider recommendations of the staff for intensive curriculum study and may authorize the establishment of task forces to work in particular areas. It will also be receptive to the desires of parents and students in considering changes in the curriculum.

As found desirable, the Board may appoint advisory committees and/or ad hoc Board committees to join with the faculty in examining desirable changes in particular areas.

Recommendations for curriculum changes submitted through appropriate channels will be acted upon by the Board. The curriculum will always be prescribed by the Board in accordance with state requirements. The District has procedures for modifying education programs, when necessary, to ensure that children residing on Indian land participate on an equal basis.

9.03 CURRICULUM ADOPTION

The Board will rely on its professional administrators to design and implement instructional programs and courses of study that will forward the educational goals of the school district.

The Superintendent will have authority to approve new programs and courses of study after such changes have been thoroughly studied and found to support educational goals. The Board itself will consider, and officially adopt, new programs and courses only when they constitute an extensive alteration in instructional content or approach. (An example might be the adoption of an innovative sequential program in a basic subject-matter area for all elementary grades.)

However, the Board wishes to be informed of all new courses and substantive revisions in curriculum. It desires to receive reports on changes under consideration, and an annual report on programs and courses offered in the schools. Its acceptance of these annual reports, including a listing of the high school program studies, will constitute its official adoption of the curriculum.

The has procedures for modifying education program, when necessary, to ensure that children residing on Indian land participate on an equal basis.

9.04 LAKOTA CULTURE

In alignment with the District Mission Statement of "To strengthen the Lakota identity and values of students and to assure their overall well-being and academic success," it is expected that all curriculum complies with state law and integrates high Rigor of Math, Reading, Writing, Science, Social Studies; is Real World Relevant to the students; inclusion of the Lakota reservation way of life; Language, Culture, History, Philosophy, Art and Music.

The District allows the practice of "smudging" by school faculty throughout daily school operations including day-to-day instructional practices in the classroom. "Smudging" is an important Lakota cultural protocol and primarily used for gatherings, group meetings, during teaching and learning opportunities, and to encourage appropriate behavior. This cultural procedure expects people to be respectful, be mindful and think clearly, and to be prepared for difficult challenges and solve matters of concern and/or problems. The practice is not exclusive to indigenous nations only; it is an ancient tool used worldwide by other cultures for similar reasons. The district supports students with their Native Lakota identity, culture and language with instruction utilizing the Oceti Sakowin curriculum throughout all schools and within the Lakota Language Immersion classrooms.

9.05 TEACHING ABOUT RELIGION

- The several holidays throughout the year that have a religious and secular basis may be observed in the schools.
- The historical and contemporary values and the origin of religious holidays may be explained in an unbiased and objective manner, without sectarian indoctrination.
- Music, art, literature, and drama having religious themes or basis are permitted as part of the curriculum for school-sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday.
- The use of religious symbols, such as a cross, menorah, crescent, star of David, creche, symbols of Native American religions, or other symbols that are a part of a religious holiday is permitted as a teaching aid or resource provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature. Among these holidays are Halloween, Thanksgiving, Hanukkah, Christmas, St. Valentine's Day, St. Patrick's Day, Passover, and Easter. In addition, individual consideration will be given to requests by a student, or a minor student's parent or guardian, for the student to be excused from school holiday activities or for personal events such as "Vision Quests", "Purification Rites", "Sun Dance" and similar significant Lakota cultural/religious ceremonies and traditions. Although excused absences may be allowed, the student may be required to complete all make-up work prior to the absence.

RELIGION IN THE CURRICULUM

Religious institutions and orientations are central to human experience, past and present. An education excluding such a significant aspect would be incomplete. It is essential that the teachings about, and not of, religion be conducted in a factual, objective, and respectful manner. The practice of the District is:

- The District supports the inclusion of religious literature, music, drama, and the arts in the curriculum and in school activities, provided that it is intrinsic to the learning experience in the various fields of study and is presented objectively.
- The emphasis on religious themes in the arts, literature, and history should be only as extensive as necessary for a balanced and comprehensive study of these areas. Such studies should never foster any particular religious tenets or demean any religious beliefs.
- Student-initiated expression to questions or assignments which reflect their beliefs or non-beliefs about a religious theme will be accommodated. For example, students are free to express religious beliefs or non-beliefs in composition, art forms, music, speech, and debate.

9.06 SCHOOL CEREMONIES AND OBSERVANCES

Recognition of religious beliefs and customs. It is accepted that no religious belief or non-belief will be promoted by the District or its employees, and none should be disparaged. Instead, the District will encourage all students and staff members to appreciate and be tolerant of each other's religious views. The District will use all opportunities to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background, or religious beliefs. In that spirit of tolerance, students and staff members will be excused from participating in practices that are contrary to their religious beliefs, unless there are clear issues of overriding concern that would prevent it.

The District recognizes that one of its educational goals is to advance each student's knowledge and appreciation of the role that our religious heritage has played in the social, cultural, and historical development of civilization.

9.07 PROGRAMS FOR HANDICAPPED CHILDREN

In keeping with the philosophy that a Public-School system is responsible for the education of all children within the community and, further, that every child is entitled to equal education opportunity, the Board will provide programs and services designed to meet the individual needs of handicapped children, birth through 21.

The ultimate goal of these programs will be to have children with handicapping conditions become as self-sufficient as their handicaps permit and to increase their life options and opportunities for personal liberty, happiness, and participation in our society.

Seeking out young children with handicapping conditions so that they may receive special instruction in early childhood is part of this responsibility. The purpose of identifying these and older children and their handicaps is not to categorize them as handicapped, but to determine and

provide the most appropriate education and related service possible for each one.

The Board believes that most children with handicaps can be educated in the regular school program if they are given special instruction, accommodations, and the support they need. These children should also be given opportunity to participate in the school's nonacademic and extracurricular activities.

When appropriate programs, services, or facilities are not possible within the district's schools, the district will provide these children with access to schools where such instruction and accommodations are available.

It is the desire of the Board that the schools work closely with parents in designing and providing programs and services to children with handicaps. Parents must be informed, and conferred with, whenever a child is referred for a comprehensive evaluation of a diagnosis of learning disability or another handicap. In event of any disagreement concerning diagnosis, program plan, special placement, or evaluation, the parents must be accorded the right of due process. The schools must also obtain parental consent before releasing the child's records to anyone other than a school official.

DEVELOPMENT OF AN INDIVIDUAL EDUCATION PROGRAM (IEP)

A local placement committee will be comprised of parents, the child when appropriate, the Superintendent or designee, a regular classroom teacher receiving or referring a child, an educator from the field of special education, and, if necessary, an evaluator to interpret the multidisciplinary data. This committee will be responsible for the identification of handicapped children, the diagnosis of handicaps, the design of an individual education program (IEP), and for placement and evaluation procedures. All procedures will be in accordance with federal and state requirements.

The individual plan determined by the local placement committee will be developed in accordance with each child's individual needs. The IEP will be approved by the local placement committee. The plan will provide for frequent reevaluation of the child's needs, progress, and of the effectiveness of the program being offered.

The local placement committee will base its decision as to whether to place a child in a regular classroom, or in a special program, class, or school on the best interests of the child.

Legal References:

- ARSD 24:05 (13 - 35) (Special Education)
- Title 29 US Code §794 (Nondiscrimination under Federal grants and programs)
- Rehabilitation Act of 1973, Section 504
- Title 20 US Code. §1400 et seq. (Individuals with Disabilities Education Act)
- Public Law 108-446 (2004 reauthorization of the Individuals with Disabilities Act)
- SDCL 13-37 (Special Assistance and Related Services)
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Title 34 CFR part 300 et seq. (Assistance to states for the education of children with disabilities)

- Title 42 US Code §12101-12103 (Equal opportunity for individuals with disabilities)

9.08 LIMITED ENGLISH PROFICIENCY INSTRUCTION

The School Board will provide a program of language instruction to students who have limited English proficiency. 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 being limited in English proficiency:

A student who:

- 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.
- 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.
- Is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant.
- 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.

Every Student Succeeds Act (ESSA) PLAN

If this district receives federal funding for Limited English Proficient (LEP) Programs, the following will be provided:

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 LEP 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.

1. 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 LEP 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.
2. Certification that teachers in the program are fluent in English as well as other languages used in instruction (if the district receives sub-grants).
3. 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 LEP 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.

9.09 ALTERNATIVE SCHOOL PROGRAMS

Some children have great difficulty coping with the conventional school program and/or require more support and direct supervision than is reasonably available in conventional school settings.

The Board will provide alternative education programs where these needs have been identified, where establishment of such programs is feasible, and where the proposed programs fall within the function normally associated with the Public- school system.

These alternative educational programs will seek to provide an appropriate academic and social experience to aid these young people either to reenter the regular school system, move into another educational setting, or prepare them for success.

Legal References: SDCL 13-8-1 (School board defined)
SDCL 13-8-39 (Management of schools by board)

9.10 DISTANCE LEARNING

Distance learning includes virtual or online courses. All virtual/online courses will be consistent with District instructional goals and aligned with South Dakota's academic standards, curriculum framework and assessments. Providers of virtual courses are approved through the South Dakota Center for Virtual Education. The South Dakota Center for Virtual Learning has a listing of current virtual course offerings. Students who wish to take a virtual/online course must coordinate the enrollment with their district.

This policy does not apply to dual credit coursework.

Student Application for Virtual/Online Courses

A student enrolled in the District seeking permission to take a distance learning virtual or online course will do the following prior to enrolling in the course:

- Complete prerequisites and meet with a school VHS coordinator/counselor to assess the

student's skills, knowledge and motivation needed to be successful in a distance learning environment and the academic impact of virtual learning on the student, such as the student's ability to adapt to online instruction and the availability of necessary resources and support.
- Provide proof of parental/guardian consent to enroll in a virtual learning course.
- Obtain the written approval of the building principal in advance of the course.
- Adhere to the District code of conduct to include rules of behavior and consequences for violations.
- Adhere to attendance requirements of the District.

Credit for Virtual/Online Courses

A student who is enrolled in the District who participates in a virtual or online course may receive high school credit for work completed in the following circumstances. Any exceptions must be approved by the Superintendent or his/her designee.

1. The course is offered by an institution approved by the Superintendent or designee;
2. The provider and the course are approved by the South Dakota Department of Education;
3. The school has received an official record of the final grade;
4. The building principal approved the course in advance; and
5. The course meets one or more of the following requirements:
    a. The course is for a student who requires a differentiated or accelerated learning environment, as determined by the principal with agreement from the student's teachers and parents/guardians.
    b. The course is part of homebound instruction or an Individualized Education Plan.
    c. The student has been long-term suspended from the regular school setting but educational services are to be continued.
    d. The course is for credit recovery for a student who is not on pace to graduate with his/her cohorts.
    e. The course is not offered at the student's high school, or the student has an unavoidable scheduling conflict that makes the student unable to take the course offered at the student's high school.

Students may be limited as to the number of distance learning courses that apply toward high school credit. Grades earned in approved distance learning courses count toward a student’s grade point average, class rank, and eligibility for athletic and extra-curricular activities. Only approved courses will be recorded on student transcripts.

Costs for Virtual/Online Courses

The costs of the distance learning virtual or online courses for enrolled Oglala Lakota County students will be paid. Any exceptions must be approved by the Superintendent or his/her designee. The District may pay the fee for long-term suspended students who are permitted to take virtual or online courses in alternative settings.

Legal References: SDCL 13-33-21 (Certificate authorizing provider)
SDCL 13-33-22 (Rules relating to distance learning certificate) ARSD 24:43:12 (Distance learning)
Board Approval: 10-16-2025

9.11 ADVANCED COLLEGE PLACEMENT

The Board recognizes that there may be some high school students who exhibit exceptional academic progress and who are capable of performing college-level work while enrolled in high school. In order to encourage these students to their fullest capabilities, district approved assistance may be given to these students to enroll in advanced courses.

Advanced placement courses may be offered by the district provided a sufficient number of students request a particular course and qualify for it, and that a staff member qualified to teach it is available.

If a particular course is not offered by the district, a qualified high school student may enroll in a college-level course offered by an approved nearby college or university and may be released from high school attendance for such hours as are required for the college course(s). If the student wishes to receive high school credit for the course, he/she may request permission from his/her principal for dual credit, who will recommend to the Superintendent that the course apply to high school graduation requirements.

9.12 PROMOTION AND RETENTION OF STUDENTS

The administration and teaching staff must strive to create plans of instruction and instructional organization that will permit students to progress through school according to their needs and abilities.
Students will normally progress annually from grade to grade. However, exceptions to this general policy may be made when it becomes evident that a student should proceed more slowly. Retention will not be used until other possibilities have been exhausted, including special help, remedial work, and summer school opportunity.

In all cases of retention, parents must be informed of such possibility well in advance (usually by the third reporting period) and a conference with them sought. In all instances, the advice and help of the guidance and other special school personnel will be used by teachers.
Although teachers may recommend retention, all retentions (as well as promotions) will be assigned by the school principals. Teachers, in recommending retentions and principals in assigning them, will give the reasons why they feel the student should repeat. The school system shall have final authority in the promotion or retention of a student in grades 1-12.
The principal will take particular care in assigning more than one retention during a child's elementary school life. The Superintendent must approve a second retention assigned any student.

Legal References: SDCL 13-27-1 (Responsibility for school attendance)

9.13 TESTING PROGRAMS

A. The School Board believes that a program of group testing can provide a meaningful source of information about the curriculum and overall student achievement. The Board has authorized a program of group testing to help accomplish the following objectives:
    1. To evaluate strengths and weaknesses of the current curriculum and instruction in order to identify areas needing change;

2. To compare achievement of District students with themselves and with students statewide as one means of evaluating student growth;
3. To provide a degree of diagnostic instructional information to teachers about the groups of students with whom they work;
4. To provide general information about a student's probable attitude for school-related tasks;
5. To provide one basis for longitudinal study of student achievement.

B. Information gained through the use of group tests will be used to design educational opportunities for students to better meet their individual and collective needs. The Board views such information gathering as a primary function of the public schools. Therefore, individual permission of parents is not required for the administration of these groups' tests.
C. The Board recognizes that all tests provide only a limited source of information about an individual student. Information drawn from group tests will, therefore, be used only in conjunction with all other information known about a student in advising the student or assisting the student in improving the student's work.
D. Group tests approved by the South Dakota Department of Education shall be given to the grades required by the ESSA . Additional grades will be tested if there are adequate resources.
E. Individual records of the results of a student's group tests shall be maintained in accordance with the Board's policy on student records including sending student results to parents in a timely manner.
F. Results on group tests will be reported as required by state rules.

9.14 STATE REQUIRED ASSESSMENTS

The Superintendent is charged with the administration of all state assessments and is responsible for designing procedures that result in accurate data relating to student progress under district and state accountability systems. As a valuable measurement of student progress, results of state assessments will be shared with the Board so the Board can use accurate and up-to-date data in district decision making.

If the Superintendent has sufficient evidence that cheating on a state-required academic test occurred; the Superintendent shall investigate the situation and circumstances. The Superintendent shall, per South Dakota Codified Law, report the findings of the investigation to the South Dakota Department of Education. The Superintendent will also make a formal report the Board, excluding any personally identifiable information of individuals involved.

Cheating is defined as any form of academic dishonesty or cheating, including the unauthorized knowledge of the achievement test by a student or providing unauthorized access to secure test questions or tampering or altering of student answer sheets by school district personnel.

Legal References: SDCL 13-3-55 (Academic achievement tests)
SDCL 13-3-56.1 (Cheating on academic achievement test) SDCL 13-3-56.2 (Report of investigation)

9.15 PATRIOTISM

The American flag and the tribal flag will be flown from the mast at each school every day that

school is in session. The principal is responsible for flying the flag on school days. The Pledge of Allegiance and flag song may be performed each day, but students who are not comfortable with religious aspects of the Pledge may refrain from participating in the Pledge of Allegiance without consequences.

Observation and commemoration of special days and events will be considered a valuable part of the instructional program of the school.

9.16 SCHOOL VOLUNTEERS

The School Board recognizes the need to develop a volunteer program to support district instructional programs and extracurricular activities. The purpose of the volunteer program will be to:

1. Assist employees in providing more individualization and enrichment of instruction;
2. Build an understanding of school programs among interested citizens, thus stimulating widespread involvement in total educational process;
3. Strengthen school/community relations through positive participation.

A volunteer is a person who works on an a regular basis at school sites or other educational facilities to support the efforts of professional personnel. Such an adult volunteer worker will service in that capacity without compensation or employee benefits of any type, except for Workers' Compensation. The appointment of volunteers shall be recognized by the board through personnel action and entered into official minutes so that the volunteer may be covered by the district's workers' compensation policy.

Volunteers will work with student under the immediate supervision and direction of a certificated person.

Volunteers are expected to comply with all rules and regulations set forth by the district.

Volunteers are immune from civil liability when acting in good faith and within scope of individual's function and duties for the School District.

Volunteers will be subject to the background test and drug and alcohol test covered by the school district.

Presenters are not considered volunteers.

Legal references: SDCL 47-23-29; SDCL 62-1-5.1.

Approved: 4-9-2024

9.17 MAINTENANCE AND CONTROL OF INSTRUCTIONAL MATERIALS

A. All textbooks purchased and in the possession of the District will be District property. Principals/designee will be responsible for textbooks assigned to teachers and for conducting an inventory of all books at the end of the school year.
B. Each teacher will keep an accurate record of books issued to their students. When a textbook is, damaged or lost, the student responsible will be required to pay for repair of the damage or for another copy.
C. Every book issued will bear the stamp of the District.

D. All media materials and equipment will be adequately maintained. Obsolete materials and worn out equipment will be replaced on a regular basis.

9.18 COPYRIGHT AND COMPUTER SOFTWARE

It is the intent of the School Board to delineate, enforce, and abide by the provisions of the current copyright laws as they affect the school and its employees. Copyright is defined as federal protection of intellectual property. Copyright materials, be they print, non-print, or computer software, will not be duplicated unless written -- permission from the copyright holder has been obtained.

A. The school libraries are designated as the office through which a "Request for Authorization to Duplicate Copyrighted Material" is to be processed. Brochures entitled, "Print Material and the Copyright Law: An Educator's Responsibilities and Rights," and "Non-print Media and the Copyright Law: An Educator's Responsibilities and Rights," or similar material selected by the librarian shall serve as guidelines for District employees and be made available to all employees.
B. The School Board does not knowingly sanction illegal duplication in any form. Employees who knowingly disregard the District's copyright policy of adhering to federal copyright law are in violation of Board policy; they do so at their own risk and assume all liability and responsibility related thereto including disciplinary action that may include termination. The law holds that both the person requesting copyrighted materials be copied and the person making those copies are liable under the theory of vicarious or contributory infringement.

COMPUTER SOFTWARE

The legal, ethical, and practical problems caused by software piracy will be taught as part of computer literacy instruction.

A. Illegal copies of copyrighted programs may not be made or used on school equipment. The legal immunity and insurance protection of the school will not be extended to employees who knowingly violate copyright laws.
B. The principal or designees are the only individuals who may sign license agreements for software or other copyrighted materials for the school. The principal is responsible for establishing practices that enforce this policy, with concurrence by administration.

GUIDELINES FOR RECORDING AND REPLAY OF BROADCAST PROGRAMMING OF EDUCATIONAL PROGRAMS

The recording of televised films or instructional programs shall be conducted in accordance with the law, as defined by the Supreme Court, in regard to copyright claims or copyright laws as related to such televised programs.

A. Fair use of recorded media materials by the District will be accomplished by the following guidelines:

1. Programs may be recorded off the air and retained for forty-five (45) calendar days, after which such tapes shall be erased or destroyed.
2. Such recording may be used once by individual teachers and may be repeated only once for instructional reinforcement during the first ten (10) consecutive school days in the forty-five (45) day period.
3. Program recording will take place only upon a specific request by an individual teacher for the recording of a specific televised program.
4. The recording of a specific program may be requested only one (1) time by an individual teacher, regardless of the number of times the program is broadcast.
5. The use of such recordings will be specifically related to instructional use by schools within the District.
6. A record shall be maintained by the school containing information related to the request for recording, the use of the recording, and the date of the destruction of the recording.
7. All recordings shall be erased or destroyed after the forty-five (45) day period, unless written permission is obtained from the copyright holder allowing the District to use the recording for an extended period of time.



Oglala Lakota County School District 65-1

Section 10

SECTION 10

STUDENTS

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10.01 COMPULSORY ATTENDANCE AGES

Under South Dakota law, a child who is at least six (6) years old by the first day of September, but who has not exceeded the age of eighteen (18) is of compulsory school age. It is the responsibility of every person having under their control a child between those ages to see to the child's attendance at school until the child has reached the age of eighteen (18), unless excused.

All children shall attend kindergarten prior to age seven. Any child who transfers from another state may proceed in a continuous educational program without interruption if the child has not previously attended kindergarten.

Any person who does not see to the school attendance of a child in their care may be guilty of a misdemeanor and if convicted, may be subject to a fine as established by law.

No student will be denied the right of attending school without due process of law.

Legal References: SDCL 13-27-1 (Responsibility for school attendance)
SDCL 13 27-2 (Attendance excused by school board) SDCL 13-27-11 (Failure to send child to school)
SDCL 13-27-12 (Enforcement powers and duty of secretary) SDCL 13-27-16 (Warnings by school board)
SDCL 13-32-4.1 (Attendance policy required)

10.02 ENTRANCE AGE KINDERGARTEN

All children entering kindergarten for the first time must be five (5) years of age on or before September 1.

When a child has been enrolled in kindergarten prior to moving to the District and does not meet South Dakota entrance age requirements, a conference involving the building principal, the teacher, and the parent will be held. The parent will be informed that the child will be placed in kindergarten on a trial basis until such time as the principal and teacher can determine whether the welfare of the child can best be served by retaining him or her in school or by withholding admission until the following school year. In most cases, the trial period will not exceed two or three weeks.

FIRST GRADE

All children entering first grade must be six (6) years of age before September 1. A parent may request a waiver of compulsory attendance requirement under the age of seven years of age. First grade transfer students who do not meet state age requirements will be handled in the same manner as the kindergarten students. A student not yet prepared for first grade may be placed in kindergarten.

Proof of birth date will be required, by submitting a certified copy of the child's birth certificate or affidavit. The school will make a copy of the original and place it in the school files.

Legal References:

SDCL 13-27-1 (Responsibility of person controlling child for school attendance) SDCL 13-27-3.1 (Birth certificate or affidavit to be submitted) SDCL 13-28-2 (Kindergarten enrollment eligibility)

10.03 SCHOOL ADMISSIONS

In accordance with state law, all persons five (5) years old by September 1st and under twenty-one (21) years of age and all veterans (except dishonorably discharged veterans) who are residents of the District will be eligible to attend the public schools free of charge, if they have not already received a high school diploma.

Upon registration, all new students will be required to present:

- Proof of date of birth through a birth certificate or affidavit in lieu of birth certificate.
- Record of immunizations and a health certificate from a licensed physician.
- Proof of residency, if requested.
- Social Security Card

Legal References:

SDCL 13-27-3.1 (Birth certificate or affidavit to be submitted)
SDCL 13-27-29 (Placement of child who has attended unaccredited school or alternative program)
SDCL 13-27-1.1 (Religious exemption after eighth grade)
SDCL 13-28-5 (Public school privileges free to children of legal age) SDCL 13-28-7.1 (Tests and immunizations for communicable diseases) SDCL 13-28-14 (School privileges of persons honorably discharged from military service)

10.04 ADMISSION OF RESIDENT STUDENTS

School residence of a student, for the purpose of claiming free school privileges under the South Dakota Constitution will mean the legal residence or domicile of the student's parents or legal guardian. If a parent or guardian has more than one residence, the school residence is the residence where the parent or guardian actually lives and makes a home or domicile.

The parents or legal guardian may not establish residency in a District for the sole purpose of obtaining free schooling in that District.

A child's school residence may not change during the school fiscal year unless the child ceases to be enrolled in the school of the District. Notwithstanding the provisions of any other law, if the parent or guardian of a child is transferred to or is pending transfer to a military installation (i.e., base, camp, post, station, yard, center or other installation under the jurisdiction of the United States Department of Defense) within the state while on active military duty pursuant to an official military order, the child meets the residency requirement for free school privileges in the District in which the parent or guardian resides or will reside.

When a child is residing in a foster home on a permanent or temporary basis, the child has school residence in the district where the foster home is located.

Legal References: SDCL 13-28-9 (School residence for free school privileges) SDCL 13-28-10 (School residency of child)

10.05 ADMISSISON OF NEW RESIDENTS AND STUDENTS FROM UNACCREDITED SCHOOLS

Grade placement shall be the responsibility of the principal. In general, students transferring into the system from accredited schools will be placed in the same grade level as in the school from which they transferred.
A student of compulsory school age, that has been attending an unaccredited school or receiving alternate instruction and enrolls in the District, shall be placed at the students demonstrated level of proficiency as established by one or more standardized tests. The student's initial placement may not be in a grade level higher than warranted by the student's chronological age assuming entry into the first grade at age six and annual advancement thereafter. After initial placement, the student may be advanced according to his or her demonstrated performance.

High school credit will be accepted from high schools approved by the state department of education and/or regional accrediting agencies similar to the North Central Association of Colleges and Schools. A student, who has attended an unaccredited school or has been receiving alternate instruction and enrolls in the District, shall be placed in English and Mathematics at the level of achievement demonstrated by one or two standardized tests. In all other subjects the principal shall take into consideration transcripts; general achievement; and
mental, physical, emotional and social maturity of the student before grade placement.

The student's initial placement may not be in a grade level higher than warranted by the student's chronological age assuming entry into the first grade at age six and annual advancement thereafter. After initial placement, the student may be advanced according to his or her demonstrated

performance. A student to graduate from high school must meet graduation requirements of the state and District.

Legal References:

SDCL 13-27-1 (Responsibility of person controlling child for school attendance) SDCL 13-27-3 (Child excused if provided alternative instruction)
SDCL 13-27-29 (Placement of child who has attended unaccredited school or alternative program)
SDCL 13-28-21 (Admission of nonresident students)

10.06 ADMISSION OF NON-RESIDENT STUDENTS (OPEN ENROLLMENT)

The School Board believes in providing parents and students the opportunity to choose the school environment that best meets the need of the individual student. However, the Board also recognizes that certain restrictions may need to be enforced to preserve educational opportunities for students.

State law provides nonresident parents and students an opportunity to apply for enrollment within the District. It also allows resident parents and students an opportunity to apply for enrollment in an attendance center within the District other than that to which the student has been assigned. The parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides in another school district (i.e., nonresident student), and who wishes to enroll the student in the District, or the parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides within the District and wishes to enroll the student at an attendance center within the District other than that to which the student has been assigned, must apply to open enroll in the School District.

1. Nonresident student open enrollment: The District shall grant a request for a transfer into the district of a child who is a resident of another school district unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
2. Nonresident alternative instruction student open enrollment: The District shall grant a request to admit into the district a child who is a resident of another school district and who is receiving alternative instruction in the resident district pursuant to law, unless admitting the nonresident child would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
3. Resident student open enrollment to different attendance center: The District shall grant a request from a resident of the District for a student transfer to an attendance center within the District other than that to which the student has been assigned unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.

A copy of this policy will be provided to parents, guardians and emancipated students who wish to submit an open enrollment application. It shall also be provided to any other interested person upon request.

A. GENERAL RULES:

1. Transfers from another school district into the District may only take place prior to the last Friday in September during the first semester of any school year, and prior to the last Friday in January during the second semester of any school year. If the District approves an application for such a transfer after the deadline in the first semester, the transfer will occur at the start of the second semester. If the District approves an application for such a transfer after the deadline in the second semester, the transfer will occur at the start of the following school year. The deadlines for transfer do not apply if:
    a. A student is seeking to transfer to an alternative school or a specialized nonpublic educational program;

b. A student enrolls in a school district after the deadline in either semester; or

c. The District's Superintendent determines that special circumstances exist and allows a student to transfer into the District after the deadline.

2. All nonresident requests for open enrollment into the District must be submitted to the District's Superintendent on the official application form provided by the South Dakota Department of Education.

3. Nonresident student open enrollment applications to attend school within the District will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the District, that student's application shall take priority over all other applications.

4. The Superintendent shall either approve or deny the application for open enrollment. A decision of the Superintendent to deny an open enrollment application may be appealed to the School Board. A decision of the School Board to deny student's application for open enrollment may be appealed to the circuit court pursuant to State Law.

5. Decisions to accept or reject open enrollment applications will be based on the criteria listed in "Open Enrollment Application Standards" (Section C).

6. The applicant and the resident school board will be notified within five days of the decision.

7. An application may be withdrawn by the applicant prior to the approval of the request and upon written notification to the District's Superintendent.

8. Once approved by the District, the approved application serves as the applicant's notice of intent to enroll in the District and obligates the student to attend school within the District during the school year, unless the affected school board or boards agree in writing to allow the student to transfer back to the resident district or assigned school, or unless the parents, guardians, or emancipated student change residence to anther district. A decision by either school board to deny a request to return to the resident school district may be appealed to circuit court pursuant to law.

9. Once enrolled under open enrollment in the District, the student may remain enrolled and is not required to resubmit annual applications.

10. If, after the conclusion of a school year, a student who is open-enrolled into the District wishes to return to the student's resident school district or assigned school, the student's parent or legal guardian shall, or the student (if the student is emancipated) shall, on forms provided by the Department of Education, notify the affected school board or boards of the student's intent to return to the resident school district or previously assigned school. The affected school board or boards must receive written notice of the student's intent to re-enroll in the resident school district or previously assigned school no later than August first. However, if the affected school board or boards determine that special circumstances exist, a student may be allowed to transfer to the student's resident school district or assigned school after the deadline.

11. The parent or legal guardian of a student who has been accepted for transfer under open enrollment is responsible for transporting the student to and from school without reimbursement.

12. The District shall accept credits for any course completed in any other accredited school district but shall award a diploma to a nonresident student only if the student satisfactorily meets the District's graduation requirements.

13. If two or more nonresident students from the same family, residing in the same household, request open enrollment into the District, all requests from that family must be either approved or denied and the District shall not deny an application if doing so would result in children from the same household enrolling in different school districts. However, if the District cannot provide an appropriate education for a child in need of special education or

special education and related services, the District may deny that child's application for open enrollment.

14. Any student under long term suspension or expulsion will not be allowed to open enroll until the suspension or expulsion is completed.

15. The rules of the South Dakota High School Activities Association will govern eligibility for participation in activities.

B. RESIDENT STUDENT TRANSFERS:

The provisions of this policy apply to resident student transfers (applications to attend an attendance center different than that to which the student is assigned) except at modified below:

1. Resident student open enrollment applications to attend an attendance center within the District other than that to which the student has been assigned will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the attendance center to which the applicant is wishing to enroll, that student's application shall take priority over all other applications.

2. If a student is transferred from one attendance center to another attendance center within the District at the request of the student's parent or guardian, the District shall not provide transportation services to the student.

C. OPEN ENROLLMENT APPLICATION STANDARDS:

The following standards will be used to accept or reject nonresident student open enrollment applications to enroll within the District and resident student applications to attend an attendance center within the District other than that to which the student was assigned:

Open enrollment requests will be granted on a space available basis at the time the request is considered. The approval of an open enrollment request may not result in exceeding the average student to teacher ratio, program capacity, or building capacity criteria listed below. The ratios listed for grade level student to teacher ratios are for open enrollment purposes only and actual class sizes may be greater than the capacity listed below because of students residing within the school district and school attendance center area.

- Kindergarten through grades five: The student to teacher ratio shall not exceed ____ students in each grade as a result of open enrollment.
- Grade six through grade eight: The student to teacher ratio for core classes may not exceed ____ students in each grade as a result of open enrollment.
- Grade nine through grade twelve: Enrollment may not exceed attendance center building capacity.
- An open enrollment transfer may not cause a building or program to exceed capacity, including special education programs.
- Open enrollment of a special education student will not be approved if the students cannot be accommodated at current staffing levels or the program is at capacity.

D. OPEN ENROLLMENT OF SPECIAL EDUCATION STUDENTS:

1. A request to transfer a student in need of special education or special education and related services may be granted only if, after a review of all relevant student education records and direct communication with the student's parent or guardian and representatives of the resident district, the School District determines that the district can provide an appropriate instructional program and facilities, including transportation if required as a related service, to meet the student's needs. If the request to transfer is granted, the district is responsible for the provision of a free appropriate public education for the student in need of special education or special education and related services. If the student requires transportation as a related service, the district shall provide or ensure the provision of transportation within the boundaries of the District.

2. If the District is not able to confirm that the District can provide an appropriate instructional program, facilities, and transportation if necessary, based on the records review and communication with the student's parent or guardian and representatives of the resident district, the District shall initiate an individual education program team meeting consisting of representatives from the District, the resident school district and the parents or guardians, to determine whether the District can provide an appropriate instructional program, facilities, and transportation necessary.

3. A request to transfer a student in need of special education or special education and related services may be denied only pursuant to the "Open Enrollment Application Standards" (Section C) or if the individual education program team as set forth in "Open Enrollment of Special Education Students" (Section D.2.) determines that the District cannot provide an appropriate instructional program and facilities, including transportation, to meet the student's needs.

4. If a parent or guardian of a student in need of special education or special education and related services request to transfer the student back to the resident district, the affected school boards must agree in writing to allow the student to transfer back to the resident district or unless the parents, guardian, or emancipated student change residence to another district.

5. If two or more students from the same family residing in the same household request open enrollment and the District determines it can provide an appropriate special education or special education and related services for the special education student(s), the applications shall be approved subject to consideration of the Open Enrollment Application Standards (Section C). However, if the District cannot provide appropriate special education or special education and related service for one or more of the students in need of special education or special education and related services, the District may deny the application for open enrollment related to the individual special education student(s).

Notes:

(a) SDCL 13-28-43 says the School Board or the Board's designee may approve or disapprove the application. ASBSD recommends that the Superintendent be designated by the Board as most school boards meet only once a month on the second Monday of the month.

(b) For nonresident open enrollments, SDCL 13-28-45 states that the parents/guardians are responsible for transportation, without reimbursement, of the student but the District may provide the transportation, and if provided, the District may charge a reasonable fee if the student uses District provided transportation. SDCL 13-28-45 also says school boards of both the receiving school district and the resident school district must annually approve the pick-up locations for those students within any incorporated municipality but this requirement does not apply to any school district defined as a sparse school district pursuant to § 13-13-78.

(c) SDCL 13-32-4.3 states that if a student is under suspension or expulsion in a South Dakota school district, the student may not enroll in any other school district until the suspension or expulsion has expired, and also that the superintendent of a school district may prohibit a student from enrolling in that school district if the student is under suspension or expulsion in a school in another state or in a nonpublic school in this state.

(d) SDCL 13-28-41.1. School district not required to provide transportation to student transferred within district. If a student is transferred from one school to another school within a school district at the request of the student's parent or guardian, notwithstanding any other provision of law, the school district is not required to provide transportation services to the student.

(e) SDCL 13-28-44 states that "Standards shall be limited to the capacity of a program, class, grade level, and school building operated by the board and the pupil/teacher ratio. Discrimination based on race, gender, religious affiliation, or disability is prohibited" a school board may or may not want to have capacity of the program, class or grade level specifically identified in the school district policy.

Board Approved: 10-16-2025

10.07 STUDENT ABSENCES AND EXCUSES

Absenteeism is devastating to student academic progress. A student's contribution to and achievement in class are directly related to attendance.
Certain absences of students will be excused by the principal on receipt of a written, signed explanation from the parent or guardian. These absences will include:

A. Illness or quarantine; in instances of chronic or irregular absences reportedly due to illness, the school administrator may request a physician's statement certifying such absences to be justified.
B. Bereavement or serious illness in the family;
C. Weather so inclement as to endanger the health of the child;
D. Observance of major religious holidays.
E. A student may also be excused for other exceptional reasons with approval of the school administrator. Also, with such approval students may be excused from school attendance for up to five (5) days each term for attendance at a state or nationally recognized youth program of educational value.
F. Any absences other than excused absences are considered truancy. Irregular or habitual absences will be reported to the Principal for processing.

Legal References: SDCL 13-27-6 (Child excused because of illness in family) SDCL 13-27-6.1 (Student excused from attendance) SDCL 13-27-7 (Applications for excuse from attendance)
SDCL 13-27-8 (Appeal on attendance matters to state board) SDCL 13-27-9 (Record of certificates of excuse from attendance)

10.08 TRUANCY

Through cooperation with parents, strict adherence to regulations in regard to tardiness and unexcused absence, and diligence in investigating the causes of absence, the Board will endeavor to reduce tardiness and truancy.

The Principal will be responsible for enforcing the compulsory attendance laws which require regular attendance, provide for penalties if parents and guardians do not carry out their responsibilities, and establish procedures for referral of a truant student to juvenile authorities.

The Principal and its designee shall make and file truancy complaints, and any teacher, school officer or any citizen may make and file a truancy complaint before the Juvenile Tribal Court. This policy allows the Oglala Sioux Tribe's Juvenile Court to convene at any of the schools of the District in order hold juvenile court for allegations of truancy upon mutual agreement between the Court and the District
in the event that Juvenile Court convenes at a District school, the student's parent or legal guardian shall accompany the student to juvenile court.

Legal References: SDCL 13-27-11 (Failure to attend misdemeanor) SDCL 13-27-14 (Truancy officer employed by district) SDCL 13-27-16 (Warnings by school boards) SDCL 13-27-18 (Neglect of duty)

SDCL 13-27-19 (Power of truancy officers)

SDCL 13-27-20 (Complaints against persons for truancy) SDCL 13-27-21 (Warrant for arrest)
Oglala Sioux Tribe Education Code and Law & Order Code

10.09 EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

The law provides for the exemption of students of compulsory school age from attendance when the child is provided with competent alternative instruction for a like period of time as would be provided by the public schools. Excuse from school is effective without Board action upon filing an application with the school Superintendent.

The Board may revoke a certificate of excuse, if, upon inspection by the Secretary of Education, it is shown that the student is not being taught in compliance with the standards of state law. Upon revocation of a certificate of alternative instruction, the parent or legal guardian may appeal the decision to the State Board of Education, which will conduct a hearing. The State Board's decision will be final.

Legal References:

SDCL 13-27-3 (Child excused if provided alternative instruction) SDCL 13-27-7 (Applications for excuse from attendance)
SDCL 13-27-8 (Appeal on attendance matters to state board) SDCL 13-27-9 (Record of certificates of excuse from attendance)

10.10 STUDENT DISMISSAL PRECAUTIONS

Students in any school, grade, or class may not be dismissed before the regular hour of dismissal except with the approval of the Superintendent or designee.

No teacher may permit any individual student to leave school prior to the regular hour of dismissal except by permission of the principal or designee.

No student will be permitted to leave school prior to the dismissal hour at the request of or in the company of any person other than the legal guardian of the child, unless the permission of the legal guardian or principal has been first secured. Unless there is an arrest, police or court officials requesting the dismissal of a student during school hours must have a court order or dated written permission from the legal guardian before the student may be dismissed.

In order to provide needed assistance to any student, students who must leave school for any portion of the school day are expected to report to the school office or the nurse for medical purposes prior to leaving. Failure to report to the school office or nurse may result in being charged with an absence or truancy.

Students may not perform errands off the campus or act as messengers between buildings during school hours unless approved by the principal and prior written permission has been granted by the parent or legal guardian.

10.11 EDUCATION OF HOMELESS CHILDREN

Every child of a homeless individual and every homeless child is entitled to equal access to the same free, appropriate public education as provided to other students. The District must assign and

admit a child who is homeless to a District school regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. The District may not require an out-of-District attendance agreement and tuition for a homeless child.

The Superintendent will review and revise as necessary rules or procedures that may be barriers to enrollment of homeless children and youths. In reviewing and revising such procedures, the Superintendent will consider issues of transportation, immunization, residence, birth certificates, school records, and other documentation.

Homeless students will have access to services comparable those offered to other students, including but not limited to:

- Transportation services;
- Educational services for which a student meets eligibility criteria (e.g., Title I);
- Educational programs for children with disabilities and limited English proficiency;
- Programs in vocational and technical education;
- Programs for gifted and talented students; and
- School nutrition program.

The Superintendent will give special attention to ensuring the enrollment and attendance of homeless children and youths not currently attending school. The Superintendent will appoint a liaison for homeless children.

A "homeless individual" is defined as provided in the McKinney Homeless Assistance Act.

Anyone having a concern or complaint regarding placement or education of a homeless child will first present it orally and informally to the District homeless liaison. Thereafter, a written complain must be filed in accordance with the District Complaint Procedure.

Legal References: Title 42 US Code. §11431 (McKinney Homeless Assistance Act)

10.12 SUPERVISION OF STUDENTS

When students are in school, engaging in school-sponsored activities, or traveling to and from school on school buses, they are responsible to the school, and the school is responsible for them. School personnel assigned to their supervision serve in loco parentis.

The Board expects all students to be under assigned adult supervision at all times when they are in school, on school grounds, traveling under school auspices, or engaging in school-sponsored activities. School personnel assigned this supervision are expected to act as reasonably prudent adults in providing for the safety of the students in their charge.

In keeping with this expected prudence, no teacher or other staff member will leave his or her assigned group unsupervised except as an arrangement has been made to take care of an emergency.

During school hours, or while engaging in school-sponsored activities, students will be released only into the custody of parents or other authorized persons.

The school administration will assure that anyone who wishes to contact a student during the school day is doing so for proper reasons.

Superintendents and principals may discipline students for aggressive or violent behavior that disrupts school or that affects a health or safety factor of the school or its programs.

10.13 STUDENTS RIGHTS AND RESPONSIBILITIES

The Board recognizes that it has the responsibility to assure students the legal rights that are theirs by virtue of guarantees offered all persons under the federal and state constitutions and statutes. In connection with rights are responsibilities that must be assumed by students.

Students are responsible for the way they exercise their rights and must accept the consequences of their actions and recognize the boundaries of their rights. Each exercise of an individual's rights must demonstrate respect for the rights of others.

10.14 STUDENT DUE PROCESS RIGHTS

Discipline in the schools is critical to the provision and implementation of public education. The Board and school administrators have the legal authority to deal with disruptive students and student misconduct. The United States Constitution and The South Dakota Constitution entitle all students to due process when they are subjected to depravation of a property right. The Board recognizes the importance of safeguarding a student's constitutional rights.

Due process is an established course for judicial proceedings or other governmental activities designed to safeguard the legal right of the individual.

A student whose conduct may warrant suspension or expulsion shall be provided with appropriate due process. Due process, in the context of the administrative proceedings carried out by school authorities, refers to the notification and hearing procedures established by the South Dakota Board of Education

Due process procedures shall be fair and apply equally to all. Fairly enforcing due process procedures involves:

- Adequate and timely notice and an opportunity to prepare a defense; and to be represented by your own attorney at your expense.
- An opportunity to be heard at a reasonable time and in a meaningful manner and;
- The right to a speedy and impartial hearing on the merits of the case.

SPECIAL EDUCATION STUDENTS

Students who attend public school on an individualized educational program (IEP) are subject to due process procedures established by the South Dakota Board of Education under administrative rules for special education. The administration shall consult with a student's individualized education program (IEP) team to balance student disciplinary actions with the provision of a free and appropriate public education for students with disabilities.

Legal References: SDCL 13-32-4 (School board to assist in discipline) ARSD 24:07 (Student due process)
SDCL 1-26-26 (Hearings)
SDCL 13-32-4.2 (Procedure for suspension) ARSD 24:05:26 (Suspension)

ARSD 24:05:26.01 (Expulsion)
SDCL 13-32-4.7 (Early reinstatement – Due Process) ARSD 24:05:30 (Procedural safeguards)

10.15 STUDENT CONDUCT

Students in the District are expected to act in such a fashion that their behavior will reflect favorably on the individual student and the District, will show consideration for fellow students, and will create a harmonious school atmosphere. To accomplish this, all students must recognize their individual responsibilities and obligations and discharge them in accordance with school guidelines. Any of the following actions will subject a student to suspension, expulsion, or other school disciplinary measures, and may result in referral for prosecution:

A. Intentionally causing or attempting to cause damage to school property, or stealing or attempting to steal school property;
B. Intentionally causing or attempting to cause damage to private property. stealing or attempting to steal private property;
C. Intentionally causing or attempting to cause physical injury to another person, except in clear cases of self-defense where the student could not withdraw from the situation;
D. Knowingly possessing or transmitting any firearm, knife, explosive, or other dangerous object; (NOTE TO PARENTS AND STUDENTS: Under both state and federal law, possession of a firearm on school premises requires a twelve (12) month expulsion following appropriate due process.)
E. Knowingly possessing, using, transmitting, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate. marijuana, alcoholic beverage, or intoxicant of any kind;
F. Knowingly using or copying the academic work of another and presenting it as the student's own without proper attribution;
G. Repeatedly and intentionally defying the valid authority of supervisors, teachers, or administrators, or causing interruption of the school program, or disrupting of any other student, class, or activity;
H. Repeatedly causing or attempting to cause boisterous or disruptive conduct, harassment, and violation of civil rights;
I. Repeatedly and intentionally showing inappropriate displays of affection between students on District property.
J. Using a substance or device to communicate a terroristic threat;
K. Using a hoax substance or device to cause fear of a terroristic threat;
L. Falsely reporting a threat

In addition to school disciplinary measures, some of the above actions are subject to punishment through civil and criminal authorities.

Superintendents, principals, supervisors, and teachers have disciplinary authority over all students while the students are in school or participating in or attending school sponsored activities whether on or off school premises. Superintendents and principals may also discipline students for aggressive or violent behavior that disrupts or affects a health or safe factor or the school or its programs.

Superintendents, principals, supervisors, Security Resources Officers, teachers, aides, and assistants have the authority to use the physical force that is reasonable and necessary for supervisory control over students. Like authority over students is given to any person delegated to supervise children who have authority to attend a school function away from their school premises and to school bus drivers while students are riding, boarding or leaving the buses.

All employees and person's delegated to supervise children who need to intervene to break up a fight would be authorized to use the physical force that is reasonable and necessary.

Legal References:
SDCL 13-32-1 (Disciplinary authority)
SDCL 13-32-2 (Reasonable Force)
SDCL 13-32-5 (Injury to school property)
SDCL 13-32-6 (Disturbance of school misdemeanor) SDCL
13-32-7 (Possession of firearms on school grounds) SDCL
22-14A-24 (Use of device to communicate a threat)
SDCL 22-14A-25 (Use of hoax substance or device to cause fear) SDCL
25-5-15 (Parental liability for willful acts of a child)

Board Approved: 6-20-2024

10.16 STUDENT DISCIPLINE PROTOCOLS

The board recognizes that misbehavior can be a form of communication that conveys discomfort or displeasure with the current situation. Both adults and young people may exhibit misbehavior when faced with circumstances that compromise their well-being. Misbehavior, while not a positive behavior, can serve as a powerful tool in communicating our needs and sensitivities.
The following guidelines (values) will be observed by the school staff in maintaining student control and discipline in the schools:
• It is believed that most individuals modify behavior faster under praise than under blame. Therefore, the general approach to discipline will be a positive one. This will include attempting to identify the social, emotional, and academic problems that underlie a student's poor attitude or misconduct, and striving to meet his or her social, emotional, and academic needs.
• Every individual needs to feel worthy and accepted as a person. In criticizing a student for his or her conduct or attitude and in taking disciplinary action, teachers and other staff members will endeavor to show the student that it is his or her behavior that is objectionable, not the student.
• The best discipline is self-discipline. Modes of student control over classroom management will offer students the freedom to acquire self-control and self- discipline. This freedom will be extended in keeping with the student's maturity.

Staff will work to meet the following practices to ensure clarity of expectations related to student behavior:

1. Celebrate diverse abilities and cater to individual strengths and weaknesses.
2. Emphasize growth, progress, and learning.
3. Establish clear, consistent, and fair rules and expectations for behavior.
4. Design seating arrangements that promote engagement and positive learning environments.
5. Utilize engaging and interactive teaching methods.

The above guidelines (values) and specific policies regulating conduct and disciplinary action, will be included in the Student Handbook procedures for dealing with disciplinary problems.
The Board extends to all of its school employees, professional and nonprofessional, the authority to enforce policy and regulations governing student behavior.

Students will comply with the directions given them by staff members.

Board Approved: 6-20-2024

10.17 RESTRAINT AND SECLUSION

OLCSD Restraint Policy:
Physical punishment of students by teachers or other school personnel is not allowed.
Reasonable efforts will be made to prevent the use of restraint. A non- aversive effective behavioral system, will be used to create a learning environment that promotes the use of evidence-based behavioral outcomes for students.
The District will use the de-escalation methods to prevent the use of restraints.

- All employees of the organization must be aware of the purpose and recognize that identifying and addressing student needs is central to that purpose;
- Reducing the physical and emotional risk to all students is the professional responsibility of the staff;
- Restraint cannot be considered unless all alternative options are exhausted and there is an immediate risk of serious bodily injury
- The person posing the risk must have the ability and show an intent to injure seriously and immediately;
- The injury would require immediate professional medical attention.
- The intervening staff can reasonably expect to safely limit the person's ability to injury someone seriously, and
- A staff team of two or more trained persons is available.
- Parent notification and written documentation will be made after every incident.

OLCSD Seclusion Policy:
Given a threat of immediate risk of physical harm to the student or others, the following principles will be applied:

- A room or area used for seclusion must:
    - Provide for adequate space, lighting, ventilation, clear visibility and safety of the student and
    - Must not be locked
- Staff must:
    - Implement in a manner that is age and developmentally appropriate
    - Ensure safety of other students and protect the dignity and respect of the student involved
    - Use the space for the least amount of time as necessary
    - Be appropriately trained

Staff must continually observe the student during the length of the seclusion

- If additional intervention is needed to maintain safety of all involved, emergency personnel will be contacted
- Seclusion will cease when the immediate risk of physical harm to self or others has dissipated
- Following the use of seclusion, the student shall be assessed for injury or psychological distress and monitored as needed following the incident

Any teacher, staff member, or other adult assigned to supervise children may take any reasonable steps necessary to defend themselves from physical attacks by students. Any student physically assaulting a teacher, staff member, or other adult assigned to supervise students may be subject to expulsion from school for the remainder of the school year.

Legal References:
SDCL 13-32-20 (Policy for school district employees on use of restraint and seclusion), SDCL 13-32-4 (School board to assist in discipline) SDCL 13-32-4.2 (Procedure for suspension), SDCL 13-32-5 (Injury to school property as grounds), SDCL 13-32-7 (Possession of firearms on premises) SDCL 22-11-9.2 (Falsely reporting a threat), SDCL 22-14A-24 (Use of substance or device to communicate felonious threat), SDCL 22-14A-25 (Use of hoax substance or device to cause fear) SDCL22-42-19 (Drug free zones created), ARSD 24:05:26 (Suspension) ARSD 24:07 (Student due process), Public Law 103-382 (Improving America's Schools Act of 1994)

Board Approved: 6-20-2024

10.18 SUSPENSION AND EXPULSION

Serious breaches of standards of behavior may result in suspensions or expulsions from school. A principal is authorized to suspend pupils for not more than ten school days and a Superintendent is authorized to suspend pupils for not more than 90 days. The period of expulsion may extend beyond the semester in which the violation, insubordination, or misconduct occurred. Any expulsion for consumption or possession of beer or alcoholic beverages may not extend beyond ninety school days.

Any student having a firearm, or air gun, whether or not the firearm or air gun is designed, adapted, used, or intended primarily for imitative or noisemaking purposes, or any dangerous weapon at school, except as authorized by law, shall be disciplined accordingly and referred to law enforcement authorities as necessary. This policy shall be implemented in a manner consistent with IDEA and Section 504.

A suspension may be imposed, but is not limited to, when a student's behavior creates a threat to his own or other's safety or imposes a threat to property or premises or creates a serious disruption of the school environment. Behavior such as fighting or committing an assault on another; stealing; vandalism; possessing weapons, explosives or other prohibited materials; making a false alarm or terroristic threat; lewd or threatening behavior or language; possession of drugs; or possession of beer or alcoholic beverages on the school premises or at school activities may result in suspensions.

Hearing procedures as established by state regulations will be followed for all students who receive long-term suspensions or expulsion.

- In case of a suspension by the Superintendent for more than ten school days, the Superintendent will schedule a hearing before the Board of Education and the hearing shall be scheduled within ten (10) school days of the first day of the student’s suspension.
- Additional procedures mandated by state and federal law apply to special education students.
  NOTE: Statute states that no school board may impose a lesser consequence than those established in SDCL 13-32-9 but may by board policy adopt more strict consequences for adjudication, conviction, informal adjustment or court-approved diversion program, or a suspended imposition of sentence or suspended adjudication of delinquency, for possession, use, or distribution of controlled drugs or substances or marijuana. Statute also says the suspension “may” be reduced and the student “may” be allowed to practice during the period of suspension.

Suspension from Extra-Curricular Activities:

If a student is adjudicated, convicted, the subject of an informal adjustment or court-approved diversion program, or the subject of a suspended imposition of sentence or suspended adjudication of delinquency, for possession, use, or distribution of controlled drugs or substances or marijuana, or for ingesting, inhaling, or otherwise taking into the body any substance as prohibited by statute, the student shall be suspended as follows:

First offense: The student shall be suspended one year which shall be reduced to thirty calendar days if the student participates in an assessment with a certified licensed addiction counselor. If a suspension for a first offense is reduced to 30 calendar days, the student is ineligible for a minimum of two South Dakota High School Activities Association sanctioned events. If two sanctioned events for which the student is ineligible do not take place within the reduced suspension period, the student's suspension remains in effect until two sanctioned events for which the student is ineligible have taken place. Students who are ineligible to participate in activity events, competitions, and performances shall be allowed to participate in practices.

Second offense: The student shall be suspended one year. The one year suspension for a second offense shall be reduced to 60 calendar days if the student completes an accredited intensive prevention or treatment program. If the suspension for a second offense is reduced, the student is ineligible for a minimum of six South Dakota High School Activities Association sanctioned events. If a suspension is reduced pursuant to § 13-32-9, a suspension for a second offense shall make the student ineligible for a minimum of six South Dakota High School Activities Association sanctioned events. If six sanctioned events for which the student is ineligible do not take place within the reduced suspension period, the student's suspension remains in effect until six sanctioned events for which the student is ineligible have taken place. Students who are ineligible to participate in activity events, competitions, and performances shall be allowed to participate in practices.

A suspension begins on:

1. The day following the notification to a school administrator by the Unified Judicial System that a student has been adjudicated, convicted, the subject of an informal adjustment or court approved diversion program, or the subject of a suspended imposition of a sentence or a suspended adjudication of delinquency for possession, use, or distribution of controlled drugs, substances, or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substance prohibited by § 22-42-15 and the school administrator gives notice to the South Dakota High School Activities Association and the students; or
2. The day following the student's admission to a school administrator that the student committed an offense enumerated in subdivision (1), which shall be made with the student's parent or guardian present if the student is an unemancipated minor, and the school administrator gives notice to the South Dakota High School Activities Association.

A suspension that is reduced pursuant to this policy is only in effect during the South Dakota High School Activities Association's activity year, which begins on the first day of its first sanctioned event and concludes on the last day of its last sanctioned event.

A reduced suspension that is not completed by the end of one activity year shall carry over to the next activity year.

In order for events to count toward the minimum number of events for which the student is ineligible following a reduction in the suspension for a first or second offense, the student must participate in the entire activity season. Failure of a student to complete the entire activity season results in the student being ineligible for one year from the date of adjudication, conviction, the subject of an internal adjustment or court approved diversion program, or subject of a suspended imposition of sentence or suspended adjudication of delinquency. A suspension that is not completed by the student during one activity season carries over to the next activity season in which the student participates.

Third offense: Upon a third or subsequent adjudication, conviction, diversion, or suspended imposition of sentence for possession, use, or distribution of controlled drugs or substances or marijuana, or for ingesting, inhaling, or otherwise taking into the body any substances as prohibited by statute, by a court of competent jurisdiction, the student is ineligible to participate in any extracurricular activity

Board Approved: 10-16-2025

10.19 INTERROGATIONS, SEARCHES, AND SEIZURE

The District has the responsibility to provide students and staff with a safe and secure learning environment. The District recognizes that there are circumstances that will justify the search of students and their possessions. This policy is designed to balance each student's right to privacy and the need to maintain an appropriate learning environment. School administrators are authorized to make searches of students, students' personal property and vehicles and District owned/provided property under the conditions outlined below.

This policy is applicable to students and/or their property while on school district property; traveling in a vehicle controlled by the District; or present at or engaged in a school-sponsored or school-directed activity immediately before, after or during the school day.

SEARCHES BY STAFF

Searches of District Property

"District owned/provided property" includes, but is not limited to real estate, buildings, parking lots, offices, lockers, desks, instruments, electronic devices, storage containers, storage areas, computer systems and equipment, voicemail, and vehicles. This property is intended for use for educational purposes and District business only.

Neither Staff members, nor Students shall have an expectation of privacy in district owned/provided property. Lockers, desks, technology and other district owned/provided property are temporarily assigned to individual students but remain the property of the District. The District retains exclusive control over this school property, and staff and student should not expect privacy or confidentiality when using district owned/provided property or regarding items placed in or on district owned/provided property.

The following rules apply to the search of district owned/provided property assigned to a specific student (locker, desk, etc.), and the seizure of items in his/her possession:

1. Maintenance Searches: General housekeeping and maintenance inspections of district owned/provided property may be conducted by school staff if instructed by the principal at any time without notice, without the student's consent and without a search warrant. Any contraband discovered during such searches will be confiscated by the administration and school discipline may apply to any items or information found.
2. Non-Maintenance Searches: District owned/provided property and its contents may be searched by a school administrator when reasonable suspicion exists that illegal, unauthorized, or contraband items are contained in the district owned/provided property (such as a locker, desk, or other storage space). Whenever possible the student should be aware of and be involved in a search of such property. Emergency situations may necessitate a search with or without the student's knowledge or consent. Searches should be conducted in the presence of another adult witness.
3. Administration will consider the intrusiveness of the search in light of the age, gender, and the nature of the alleged violation. The scope of any search will be limited to only what is necessary due to the policy/rule violation under investigation. If the search discovers items not related to the policy-rule violation under investigation, but items are found that are in violation of the law or another school policy/rule, the student may be subject to additional discipline for that additional violation.
4. Illegal items (drugs, weapons, etc.) or other possessions reasonably determined to be a threat to the safety or security of others may be confiscated by school authorities at any time.

STUDENT AND STUDENT PROPERTY SEARCHES

Searches of students and/or their personal property, including but not limited to backpacks, book bags, athletic bags, instrument cases and purses, may be conducted by school administrators when there is a reasonable suspicion of the presence of any item(s) that is in violation of law, District policies, or other rules applicable to South Dakota students, or if the administrator has reasonable suspicion that any item(s) contain materials that otherwise pose a threat to the health, welfare or safety of the student or the school community.

Administrators performing a search may require students to empty pockets or remove jackets, coats, socks, shoes, and other articles of exterior clothing that when removed do not expose undergarments not otherwise observable. Such a search will be conducted in private. Two school employees, one of whom is an administrator, must be present during the search. The employee who conducts the search must be the same gender as the student. A more intrusive search of the student is permissible in emergency situations when there is reason to believe that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others. Such a search may only be conducted in private by a school administrator of the same gender, with an adult of the same gender present, unless the immediate health or safety of students will be endangered by the delay caused by following these procedures.

All searches will be conducted within camera view when possible.

District staff member may take possession of a student's personal cell phone or other personal electronic device brought onto District property when the student is observed using the device in a manner contrary to school rules. The electronic device will be delivered to building administration. An administrator may take possession and conduct a search of a student's device brought onto District property if during the course of an investigation of a student discipline violation, the administration has reasonable suspicion that the electronic device may produce evidence related to the discipline violation or there is reasonable suspicion of a safety threat to the student or the school community. If the student is arrested, the electronic device shall be turned over to law enforcement.

District administrators may contact law enforcement for assistance in performing a search in any case in which a student refuses to allow a search of his or her self or property or in which the search cannot be conducted safely.

The building principal may refer the matter to law enforcement if the suspected violation involves an illegal activity.

Student property may also be searched as a condition of admittance to or participation in any school sponsored public event such as athletic contests, graduation ceremonies or other school programs.

VEHICLE SEARCHES

Students are permitted to park on school premises as a matter of privilege, not a right. The school retains authority to conduct routine patrols of the student parking lots and inspections of the exterior of vehicles and interior items within plain view. The interior of a student's vehicle on the school premises may be searched by a school administrator if the administration has reasonable suspicion to believe that illegal, unauthorized or contraband items are contained inside. Whenever possible the student should be aware of and given the opportunity to be present during a search of the vehicle. Emergency situations may necessitate a search with or without the student's knowledge or consent. Such searches will always involve two adults when possible.

SEARCHES OF STUDENT PROPERTY BY LAW ENFORCEMENT

Any search and/or seizure by law enforcement officials will occur only when law enforcement officials properly advise school personnel that they have lawful authority to conduct the search and/or seizure.

Detection devices, such as metal detectors and drug or weapon sniffing dogs, may be utilized at school or at any school function, including activities which occur outside normal school hours or off the school campus.

INTERROGATIONS BY POLICE

The District has legal custody of students during the school day and during hours of approved extracurricular activities. It is the responsibility of the school administration to make an effort to protect each student's rights with respect to interrogations by law enforcement officials.

Therefore:

1. When law enforcement officials find it necessary to question students during the school day or periods of extracurricular activities, the school principal or the principal's designee will cooperate. An effort will be made to contact the student's parent or guardian so that the responsible individual may be notified of the situation.
2. Parents or guardians will not be contacted in child abuse cases if the law enforcement official requests confidentiality.
3. If custody and/or arrest is involved the principal will request that all procedural safeguards as prescribed by law, be observed by the law enforcement officials.

INFORMING STUDENTS AND PARENTS

If a personal search or search of a student's property has been conducted, District administrators will notify the parent/guardian by the end of the day. If circumstances do not allow for verbal notification on the same day, a letter will be sent.

The District shall inform students and parents or guardians of this policy regarding searches and provide written copies on request.

Board Approved: 10-16-2025

10.20 STUDENT DRESS CODE

The responsibility for the dress and appearance of students shall rest with the individual student and parent. They have the right to determine how the student shall dress, providing that such attire is not destructive to school property, complies with requirements for health and safety and does not interfere with the educational process. No student shall be prevented from attending school or a school function, or otherwise be discriminated against, so long as the student's dress and appearance meet these requirements.

1. Buttons, t-shirts, or other apparel glamorizing the consumption of drugs, marijuana, alcohol, tobacco, or containing offensive language are prohibited;
2. Sexually provocative attire such as clothing exposing midriffs, buttocks, short shorts and halter-tops are prohibited.
3. Students are not to wear, spaghetti straps, low cut shirts, or shirts showing their stomach, or high skirts.
4. Students are not to wear any undershirts as a shirt or baggy pants hanging below the belt line.
5. Appropriate attire no sexual related connotations on clothing. Absolutely no piercings

except for ears.

6. Bandanas of any kind or color are prohibited. Non-prescription contact lenses i.e. color, designs are prohibited. Sunglasses indoors are also prohibited.
7. Hickeys are also prohibited and a student may be sent home or otherwise disciplined for exhibiting hickeys.

Repeated violations of this dress code policy will be considered non-compliance and can be subject to suspension (in school or out of school).

Parents/guardians are asked to work with their students to ensure that students are appropriately dressed. The cooperation of parents/guardians is requested in this area of proper attire.

The current student handbook is adopted by this reference.

10.21 GANGS

The Board desires to keep District schools and students free from threats or harmful influence of any groups or gangs, which advocate drug use, violence, or disruptive behavior. The Superintendent shall maintain continual, visible supervision of District premises so as to deter gang intimidation of students and confrontations between members of different gangs.

The Superintendent shall:

- Establish open lines of communication with local law enforcement authorities so as to share information and provide mutual support in this effort;
- Provide in-service training to help staff identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior; and
- Keep the staff informed about conflict management techniques and alerted to intervention measures and community resources, which helps students.

The Board prohibits the presence of any apparel, jewelry, accessory, bandanas, notebook or manner of grooming which, by virtue of its color, arrangement, trademark or any other attribute, denotes membership in gangs which advocate drug use, violence, or disruptive behavior.

Legal References: SDCL 13-32 (Supervision of students & conduct of school)

10.22 STUDENT BULLYING

The District is committed to maintaining a constructive, safe school climate that is conducive to student learning and fostering an environment in which all students are treated with respect and dignity.

Bullying can severely inhibit a student's ability to learn and may have lasting negative effects on a student's life. The bullying of students by students, staff or third parties is strictly prohibited and shall not be tolerated. Bullying is a pattern of repeated conduct that causes physical hurt or psychological distress on one or more students that may include threats, intimidation, stalking, physical violence, theft, destruction of property, any threatening use of data or computer software, written or verbal communication, or conduct directed against a student that:

- Places a student in reasonable fear of harm to his or her person or damage to his or her property; and either
- Substantially interferes with a student's educational performance; or

- Substantially disrupts the orderly operation of a school.

Bullying also includes retaliation against a student for asserting or alleging an act of bullying.

This policy is in effect while students are on property within the jurisdiction of the Board; while students are in school-owned or school-operated vehicles; while students are attending or engaged in school-sponsored activities; and while students are away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the District.

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.

It shall be the responsibility of the Superintendent to develop administrative regulations, in accordance with this policy, to protect the District's students from the harmful effects of bullying. Regulations accompanying this policy shall include, but are not limited to:

- Additional definitions, if necessary, to assist in the implementation of this policy;
- A procedure to report incidents of bullying;
- A process to investigate reported acts of bullying;
- A procedure, consistent with District policy, to provide appropriate consequences for any individual found to have engaged in bullying;
- A statement prohibiting retaliation against individuals who, in good faith, report acts of bullying; and
- A process to inform staff, students and parents of the District's bullying prevention policies and efforts.

This policy shall not be interpreted to prohibit civil exchange of opinions or debate protected under the state or federal constitutions where the opinion expressed does not otherwise materially or substantially disrupt the education process or intrude upon the rights of others.

CYBER-BULLYING

Oglala Sioux Tribal Law and Order Code: Chapter 49: Anti-Bullying Code
"Any unwelcome written or verbal expressions, physical acts or gestures directed at a student with the intent to intimidate, frighten, ridicule, humiliate, or cause any type of physical or emotional harm to that person."

The District is acutely aware that cyber-bullying has led to suicide ideations and will work diligently with parents and guardians to protect all students from cyber- bullying.

The District reserves the right to discipline students for bullying/harassment in any cyber-form, whether it occurs on school grounds, at any school-sponsored event or activity, on a personal or school digital device on campus, on a personal digital device off-campus, or at any non-school sponsored event (on or off campus) if it causes disruption on school grounds.

Cyber-bullying pertains to the use of information and communication technologies to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm or intimidate others.

Cyber-bullying is defined as bullying through email, cell-phones, instant messages, sexually explicit texts ("sexting") or websites: or other technology as it develops.

Reports of cyber-bullying should be communicated orally or in writing to the Principal, Dean of Students, a teacher, other staff member, or school counselor for immediate documentation and investigation.

Documentation shall be defined as screen shots of the cyber-bullying, the ability of the school to print out the bullying messages, or students admitting they have cyber-bullied another student.

(REGULATION)

Bullying may include, but is not limited to the following behaviors and circumstances:

· Verbal, nonverbal, physical or written harassment, hazing, or other victimization that has the purpose of causing injury, discomfort, fear, or suffering to the victim;

· Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;

· Implied or explicit threats concerning grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;

· Demeaning jokes, stories, rumors or activities directed at a student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; or

· Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment.

Electronic: For the purposes of this policy, "electronic" means any communication involving the transmission of information by wire, wireless broadband, radio, optical cable or similar means. "Electronic" includes, but is not limited to,
communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

Third Parties: For the purposes of this policy, "third parties" includes, but is not limited to, school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of business or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-district school events.

B. REPORTING

Any individual who believes a student has been the victim of bullying, as defined above, by students, staff or third parties shall report the alleged acts within the same school day. A form will be available from the building principal or from the District office. The report may be made anonymously to the Principal for immediate investigation. Any student may report verbally to any staff member in the school any bullying that is or has happened upon themselves or to others. Any staff who sees or has heard about student bullying is required to immediately notify the Principal written notice of the incident for immediate investigation and follow up with all parties. At the time a report is made, District staff may request any evidence of the alleged bullying, including, but not limited to, letters, tapes, pictures or electronic communication devices.

1. Designated Personnel. The building principal is designated to receive written reports of bullying at each school building. Upon receipt of a written report, the building principal shall reasonably and promptly notify the Superintendent and provide a copy of the report to the Superintendent. Failure to forward any report as provided herein will result in disciplinary action. If the complaint involves the building principal, the complaint shall be filed directly with the Superintendent.

2. District wide. The School Board hereby designates the Superintendent to receive reports of bullying from the building principal as outlined above. The Superintendent shall designate an individual to receive reports in such cases that a report alleges bullying performed by the Superintendent. If a report is filed involving the Superintendent, the designated individual shall reasonably and promptly notify the Board Chair.

3. Confidentiality. The District will attempt to respect the confidentiality of the report and the individual(s) against whom the report is filed, consistent with District policy, legal obligations and the necessity to investigate allegations of bullying and take disciplinary action when the conduct has occurred.

4. Procedure. Any individual filing a report of bullying will be asked to put the facts surrounding the conduct in writing on a form provided by the District. The form shall include but is not limited to: individual's name and address; date of the incident; description of the incident; name of any witnesses; what action, if any, has been taken; and signature of the complainant.

5. Required Reporting. If any accusations include possible criminal activity, the Superintendent shall comply with all mandatory state reporting requirements.

C. INVESTIGATION

Upon receipt of any report, including those made anonymously, the building principal shall be responsible for reasonably and promptly conducting an investigation to determine whether an alleged act constitutes a violation of this policy. At the building principal's discretion, an investigation may be conducted by an alternate investigator as designated by the building principal. After completion of the investigation, the investigating party shall provide written conclusions and findings to the Superintendent.

The investigation may consist of personal interviews with individuals named in the report and any others who may have knowledge of the alleged incident(s) or circumstances giving rise to the report. The investigation may also consist of any other methods deemed appropriate by the investigating party.
In addition, the District may take immediate steps, at its discretion, to protect students and employees pending completion of an investigation.

D. PROHIBITION AGAINST RETALIATION

The District prohibits retaliation against any person who, in good faith, makes a report of alleged bullying conduct or who retaliates against any person who, in good faith, testifies, assists, or participates in any investigation, proceeding, or hearing related to a report of bullying.
Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. If any student who has, in good faith, reported bullying or has testified, assisted or participated in an investigation, believes that he or she has been retaliated against because of his or her participation, he or she should follow the procedures set forth above.

Any charge of bullying found to have been intentionally dishonest or made maliciously without regard for truth is subject to disciplinary action consistent to District policy.

E. CONSEQUENCES

Any individual found to have violated this policy will be subject to discipline consistent with District policy. The District will take the action it deems necessary and appropriate, up to and including expulsion of students, dismissal of third party, or appropriate disciplinary action up to and including termination as determined and imposed by the administration or the Board. Individuals may also be referred to law enforcement

Legal References: SDCL 22-19-A (Stalking)
SDCL 13-32-16 (Bullying) § §13-32-14 to 13-32-19

Board Approved: 3-14-2025

10.23 HAZING

It is the policy of the District that hazing activities, of any type, are inconsistent with the

educational process and will be prohibited at all times.

Hazing is defined as doing any act or coercing another, including the victim, to do any act of initiation into any student or other organization that causes or creates a substantial risk of causing mental or physical harm to any person.

Permission, consent, or assumption of risk by an individual subjected to hazing does not lessen the prohibition contained in this policy.

No administrator, faculty member, or other employee of the District will encourage, permit, condone, or tolerate hazing activities. No student, including leaders of student organizations, will plan, encourage, or engage in any hazing.

Administrators, faculty members, and all other employees of the District will be particularly alert to possible situations, circumstances of events, which might include hazing. If hazing or planned hazing is discovered, involved students will be informed by the discovering school employee of the prohibition contained in this policy and will be required to end all hazing activities immediately. All hazing incidents will be reported immediately to the Superintendent.

Administrators, faculty members, students, and all other employees who fail to abide by this policy may be subject to disciplinary action and may be liable for civil and criminal penalties in accordance with state law.

Legal References: SDCL 13-8-39 (Management of schools by board)
SDCL 13-32-1 (Disciplinary authority over students on school premises)
SDCL 13-32-2 (Physical force authorized)
SDCL 13-32-4 (School board to assist in discipline) SDCL 13-32-5 (Injury to school property)

10.24 ALCOHOL AND OTHER DRUG USE BY STUDENTS

The following document outlines policy on student use of alcohol and other drugs in the school district. This policy is in effect on premises owned, leased or maintained by the school district, at all school-related activities on and off campus, on vehicles used to transport students to and from school or at other activities and in vehicles parked on school property. Students and parents/guardians are expected to know and understand the policy provisions and its mandatory nature. A copy of the policy will be provided to all students and parents.

A student shall not possess, use, distribute, transfer, conceal, sell, attempt to sell, deliver, give, exchange or be under the influence of alcohol, illicit drugs, narcotics, dangerous or illegal chemical substances. This includes tobacco, nicotine delivery devices, e-cigarettes and vaping devices. Students shall not engage in alcohol and/or other drug use/abuse, nor possess paraphernalia specific to the use of alcohol and/or other drugs. Students who use prescription drugs or medical cannabis authorized by a licensed physician do not violate this policy if the students conform to the prescription and appropriate school policies.

DISCIPLINARY SANCTIONS AND IMPLEMENTATION PROCEDURES

A. The following procedures will be used in dealing with possession, use, or being under the influence of alcohol and other drugs. State and federal regulations regarding special education students will be followed.

First Offense:

1. The administration will notify the parent(s)/guardians(s) and schedule a conference;

2. The administration shall suspend the student for ten (10) days in compliance with student due process procedures;

3. The administration shall notify available law enforcement authorities;

The suspension of a student who completes a drug/alcohol assessment from a certified or licensed adiction counselor or a licensed physician trained in chemical dependency and recommended program, if any, will be commuted to three (3) days, provided the assessment and program are completed, unless good cause is shown to and approved by the administration, within twenty (20) school days. Fees for this assessment and treatment are the responsibility of the student and family. Upon receipt of appropriate authorization, the agency or professional will notify the school administration in writing that the student has been evaluated and to comply successfully, completed any recommended treatment program.

Second Offense:

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.

2. The administration shall notify available law enforcement authorities.

3. The administration shall suspend for ten (10) days in compliance with student due process procedures. A long-term suspension hearing shall be scheduled before the school board pursuant to due process rules for long-term suspension. The administration will recommend to the school board that the student be suspended for ninety (90) school days. The ninety (90) day suspension for a second offense may be reduced to ten (10) school days if the student completes an accredited intensive prevention or treatment program. Fees for this assessment and/or treatment are the responsibility of the student and family.

Subsequent Offenses:

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.

2. The administration shall notify available law enforcement authorities.

3. The administration shall suspend for ten (10) days in compliance with student due process procedures.

4. An expulsion hearing shall be scheduled before the school board pursuant to due process rules for expulsion. The administration will recommend to the school board that the student be expelled.

B. Distributing (supplying free or selling) Alcohol and Other Drugs or Material Represented to be a Controlled Substance - (all occurrences):

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.

2. The administration shall notify available law enforcement authorities.

3. The administration shall suspend for ten (10) days in compliance with student due process procedures.

4. A long-term suspension hearing shall be scheduled before the school board pursuant to due process rules for long-term suspension. The administration will recommend to the school board that the student be suspended for up to ninety (90) school days.

5. A second offense for distributing alcohol or drugs shall result in an expulsion hearing being scheduled before the school board and the administration will recommend the student be expelled for one year.

6. State and federal regulations regarding special education students will be followed.

USE OF ALCOHOL SENSORS

In keeping with its commitment to protect all pupils and the school community from the harm of alcohol use, the Board authorizes the Superintendent, Principals, and designee(s), to use a portable breath test (PBT) and passive breath alcohol sensor device (PBASD) to screen for evidence of breath alcohol.

The purpose for using a PBT and PBASD is to protect pupils who may be under the influence of alcohol, other pupils, staff and community members attending school events and to deter the use of alcohol by pupils. As PBT and PBASD implementation is intended primarily as a deterrent to student and youth alcohol use, nothing set forth in this policy precludes school district personnel from using the power of observation and professional judgment when there is reasonable suspicion of youth alcohol consumption.

The Board authorizes PBT and PBASD screening of students during the school day upon reasonable suspicion that a student may have consumed alcohol, and of attendees before, during and after school activities/events including, but not limited to dances, athletic events, proms, class trips, drama productions, graduation ceremonies, or school assemblies.

Procedurally, district personnel will not vary from the normal course of action outlined in Policy 10.24: Student Suspension or Expulsion when evidence of alcohol consumption is derived from a PBT, PBASD reading or personal observation.

If the PBT or PBASD screening indicates the presence of alcohol on District student, the matter shall be reported to the Principal or designee and law enforcement. District students violating this policy will be disciplined according to the discipline procedures outlined in this policy and other relevant policies. School age persons from other districts attending school and district sponsored events who are suspected of alcohol consumption will be reported to the Principal or designee and law enforcement.

The Board shall provide notices to students, staff, parents and guardians of this policy.

Board Approved: 10-16-2025

10.25 DANGEROUS WEAPONS IN THE SCHOOL

State and federal laws as well as Board policy forbids the bringing of dangerous or illegal weapons to school or school sponsored activities. Any weapon taken from a student shall be reported to the student's parents. Confiscation of weapons will be reported to law enforcement. Appropriate disciplinary or legal action or both shall be pursued by the building principal.

A dangerous weapon is defined as any firearm, or air-gun, knife or device, instrument, material or substance, whether animate or inanimate, which is calculated or designed to inflict death or serious bodily harm.
No firearms are permitted on any school premises, school vehicle or any vehicle used for school purposes, in any school building or other building or premises used for school functions. An

exception would be weapons under the control of law enforcement personnel, starting guns while in use at athletic events, firearms or air-guns at fire ranges, gun shows, authorized supervised school training sessions for the use of firearms and to the ceremonial presence of unloaded weapons at color guard ceremonies.

Any violations shall be reported to local law enforcement authorities.

Any student bringing a firearm to school, except as provided by law, shall be expelled for not less than twelve months and will be referred to law enforcement authorities. The Superintendent shall have the authority to recommend to the school Board that this expulsion requirement be modified on a case-by-case basis. This policy shall be implemented in a manner consistent with IDEA and Section
504. For the purpose of this portion of this policy, the term "firearm" includes any weapon which is designed to expel a projectile by action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for a weapon, or any explosive, including any poison gas.

Legal References: SDCL 13-32-4.2 (Procedure for suspension)
SDCL 13-32-7 (Possession of firearms) SDCL 22-1-2 (Definition of terms)
Public Law 103-382 (The Improving America's Schools Act of 1994)

10.26 STUDENT REGISTERED SEX OFFENDERS

The District is committed to the safety of students, employees and other persons on school property. In order to effect this commitment, the following policy is adopted.
If a student enrolled in the District is registered as a sex offender under SDCL 22-24B-2, the student, if age 18 or older, or the parent(s)/guardian(s) of a student age 17 or younger, shall inform the Superintendent or Building Principal of the student being registered as a sex offender. The Superintendent or designee will arrange a meeting for the student to include the student, the student's parent(s) or guardian(s) if the student is age 17 or younger, school resource officer, District administrators and guidance counselors, to determine the student's background, conditions of parole, the safety risk posed by the student, and any other relevant factors affecting the student and the safety of other District students. The student's parole or probation/court services officer will be invited to attend the meeting. If the student is age 18 or older, the student may invite, but is not required to invite, the student's parent(s)/guardian(s).
Students who are registered sex offenders shall not be denied the opportunity to receive a free education from the school district solely on the basis of being a registered sex offender. The school district may consider a student's status as a registered sex offender in determining the student's educational placement and program. The Superintendent or designee may establish restrictions for the student registered sex offender, which may include, but is not limited to, the following:

1. No attendance at a building where there are daycare centers or younger students, and/or which are located near a private daycare, and/or buildings attended by the offender's adjudicated victim or a victim's sibling, and/or any other location that would violate the offender's parole or probation conditions; and/or
2. A behavior contract with school officials, signed by the student if at least age 18 or by the student and parent(s)/guardian(s) if the student is age 17 or younger, which may include a prohibition on leaving campus during the school day; and/or

3. Require periodic meetings with the school counselor and/or school resource officer; and/or

4. Attendance in an alternative educational program or instruction through remote or distance learning.

If a student subject to this policy is a student with disabilities and/or who is eligible for special education and related services, the student's educational services placement and program will be provided in accordance with federal and state law.

Under no circumstances is any student registered sex offender permitted to loiter on District property in violation of SDCL 22-24B-22(2) and 24.

If the student registered sex offender violates any of the restrictions or conditions established by the District under this policy, or otherwise poses a risk to any student in the opinion of the Superintendent or designee, the Superintendent or designee may take immediate action to address the situation for the safety of other students or District employees.

The student, if at least age 18, or the parent(s)/guardian(s) of a student age 17 or younger, may appeal the placement and program provided to the student pursuant to this policy. If the placement and program was determined by the Superintendent's designee, the appeal shall be to the Superintendent. A decision by the Superintendent may be appealed to the School Board. A written appeal must be submitted within ten (10) school days of the designee's or Superintendent's decision.

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Board Approved: 6-8-2023

10.27 STUDENT COMPLAINTS AND GRIEVANCES

The Board recognizes that there may be conditions in the District that need improvement and that students should have some means by which their concerns may be effectively expressed, considered, and dealt with fairly. Such means, if well- conceived and understood in advance, can do much to maintain harmonious relationships between the schools and the students and community.

The Board desires student complaints and grievances to be resolved through orderly processes and at the lowest possible level, but that channels be provided for eventual hearing by the Board in instances when this becomes necessary.

Therefore:

- Any student or his or her parent or guardian will be provided the opportunity to discuss with the student's teacher a decision or situation which the student, parent, or guardian considers unjust or unfair.
- If the incident remains unresolved, the student or his or her parent or guardian or the teacher, may bring the matter to the principal's attention for consideration and action.
- If the matter is still unresolved after the procedure outlined above, it may be brought to the Superintendent for consideration.
- Complaints that remain unresolved following any action of the Superintendent may be referred in writing to the Board for review.

The Board's decision will be final unless an appeal hearing is requested.

Legal References: SDCL 13-5-1 (School districts defined)
SDCL 13-8-39 (Management of schools by board)

10.28 STUDENT HEALTH SERVICES AND REQUIREMENTS

The District recognizes that difficulties arise for our students such as student medical appointments ie; dental, vision, other health issues and/or counseling due to distance and transportation issues. Failure to make these appointments affects their learning. Therefore, the following policies has been adopted:

Students attending medical appointments ie; medical, dental, vision, and counseling will be excused from school with documentation.

Student health transportation - When a student has a medical appointment ie; dental, vision, or counseling and the parent or guardian has exhausted all other avenues of transportation for the student may be transported to these appointments, if all criteria is met the parent may submit a travel request as follows:

A. The parent or guardian shall submit a written request with the appointment slip that includes the date, time, and location at least one week in advance to the school principal.
B. A travel authorization form for each travel request shall be completed in advance and will include the written parent request, appointment slip, date, and time.

C. School personnel transporting the student and parent may do so if it aligns with their job description and duties, and the school does not require them elsewhere.

D. Only one family member or guardian may accompany the student to the medical, dental, and/or counseling related appointment, unless approved by Principal.

E. Staff that are employed with the District will need to take leave to be with their child. They will not be able to drive a school vehicle to transport their own child, it will need to be another staff member transporting.

F. Failure to provide documentation for the trip may result in denial of future transportation.

Head lice among students must be controlled to limit or deter spreading of the infestation among and between students. Failure to control this infestation affects the learning environment for all children.

A. If a child with head lice is sent to the nurse or the nurse/aide notices during a routine check that a child has head lice, the child should be treated by the nurse or nursing staff immediately. A phone contact will be attempted and a letter will be sent home with the child, telling the parent/guardian that the student's head was washed, the kind of shampoo that was used, advising that the student will be examined to be sure the infestation is suppressed and solicit support and cooperation for continued assistance;
B. If the same child is re-infested, the nurse or nursing staff will treat the child's head again and a phone contact will be attempted and a letter will be sent home with the kind of shampoo that was used; we will continue to solicit support and

cooperation for assistance;

C. If the same child continues to have head lice, the student will then be sent home until parent/guardian brings the student back to school for a conference with the nurse and principal. At this time, an action plan will be implemented to keep the student's head lice free. If needed, transportation will be provided by available staff. If this continues to be a problem, we may need to seek assistance from other agencies such as social workers or CHR workers; however, student confidentiality required by FERPA will be observed;

10.29 PHYSICAL EXAMINATIONS AND INOCULATIONS OF STUDENTS

The District encourages parents and students to preserve and protect each student's general health.

A. All students, including pre-school children, must, prior to admission, be tested and free from the contagious form of tuberculosis and have received, or are receiving, immunization against polio, diphtheria, pertussis, rubella, mumps, and tetanus and present a certification to that effect signed by a physician.

   1. Exceptions to immunizations include certification by a physician that such immunizations would endanger the life or health of the child, or a written statement by a parent or guardian that such immunizations are against the religious beliefs of the child's family.

B. Annually, students may receive routine health screening for hearing and visual acuity, dental, scoliosis, diabetes, and communicable diseases.

10.30 STUDENT COMMUNICABLE DISEASES

The Superintendent, with concurrence from the County Health Officer, may exclude from school any student who shows evidence of departure from normal health who has been exposed to a communicable disease, or whose presence is certified by a physician to be detrimental to the health or hygiene of other students.

The Board recognizes the need and right of all children to receive free and appropriate education. The Board further recognizes its responsibility to provide a healthy environment for all students and school employees.

Students who are afflicted with a communicable, contagious, or infectious disease and who are infected with communicable parasites, or who are liable to transmit such a disease or parasite, may be excluded from school attendance.
A determination of whether an infected student be excluded from the classroom or school activities shall be made on a case-by-case basis, under the direction of the building administrator or designee.

Legal References:
SDCL 13-28-7.3 (Exclusion of student for risk of infectious disease)

10.31 ADMINISTERING MEDICATIONS TO STUDENTS

Students will not be permitted to take medication while at school unless such medicine is administered by the school nurse under specific written request of the parent or guardian and in the case of prescription drugs, with written instructions by the student's physician. Such request must include a full release from the responsibilities pertaining to the administration and consequences of such approved medications and be presented to the principal by the student's parent or guardian.
See Authorization for Dispensing Medication Form, or medication self and staff administrator consent form.

SECTION A: DIABETES HEALTH CARE AND INSULIN ADMINISTRATION

The purpose of this policy is to establish procedures in the District for the administration of health care services for each student with diabetes as prescribed by that student's personal physician. The goal of this care is to maintain blood glucose levels withing a student's target range and to enable a student with diabetes to safety and fully participate in the educational program.

CARE TO BE PROVIDED

A. Diabetes care may be provided by a school nurse, if available, or by an Unlicensed Assistive Personnel (UAP) who volunteers to provide diabetes care and who has been trained pursuant to ARSD 20:48:04.01.
B. The delegation of insulin administration to an unlicensed Assistive Personnel (UAP) is authorized by the South Dakota Board of Nursing rules, ARSD 20:48:04.01. A registered nurse (RN), holding an active South Dakota or multi-state compact RUN license, currently practicing and employed as a certified diabetes educator (CDE) or RN currently employed as a school nurse must be identified to be the delegating nurse to train test competency, and oversee the process. In many cases, the delegating nurse will communicate with the student and UAP during the school day via video conferencing. The delegating nurse will be referred to as the "virtual nurse" in this policy.
    i. If a student with diabetes needs assistance with care for that condition at school or school related events, and the services of a UAP is needed, the school shall seek school employees to volunteer to provide that care. The employee must be willing to accept the delegated task of insulin administration. No employee shall be required to be a UAP as a condition of employment. The employee must meet the South Dakota Board of Nursing's Medication Administration training requirements as set forth in ARSD 20:48:04.01, which training shall be provided at school expense.
    ii. Employees who provide diabetes care as a UAP shall be provided liability insurance through the school's insurance coverage for incidental medical malpractice liability, and the school shall defend and indemnify the employee for any and all costs for which the employee may be liable, provided the UAP's actions were consistent with the training received.
C. If the school provides diabetes care through a UAP, the school shall decide, after consulting with the parents/guardians, what health care provider or school nurse will provide the virtual nurse support should the school utilize a UAP to provide the necessary care. The school shall then work with that agency to provide video conference calls to the virtual nurse. A secure internet connection shall be used to dial into the virtual nurse and which shall provide sufficient clarity so the virtual nurse can see the glucose meter and insulin pump screen, insulin pen doses, and insulin syringe lines. A dedicated tablet, laptop, or desktop with video capacity to support calls used to provide services pursuant to this policy shall be securely stored when not in use by the student and UAP.
D. If diabetes care is to be provided by a UAP, the virtual nurse ust be available during school hours and must initiate a weekly interaction with UAP and student(s). The virtual nurse will maintain appropriate documentation related to interactions and weekly logs.
E. To the extent that the student is not able to perform this care independently, diabetes care provided by the school UAP shall be under the supervision of a school nurse or Virtual nurse and may include:
    i. Checking blood glucose level at the times and under the circumstances specified;
    ii. Responding to blood glucose monitoring results;

iii. Administering insulin through the insulin delivery system the student uses;
iv. Administering oral diabetes medications;
v. Administering glucagon and taking the additional actions set out in the DMMP (Diabetes Medical Management Plan);
vi. Recording blood glucose monitoring results and medication dosages and frequency in the weekly log; and
vii. Following instructions regarding meals, snacks, and physical activity.

F. If a student becomes unconscious or unresponsive due to severe hypoglycemia, school employees shall take actions as specified in the student's DMMP and contact 911. No student experiencing hypoglycemia shall be left unattended or shall be sent alone to another location to receive care.

G. All school employees who have primary responsibility for a student with diabetes at any time during the school day or during school-sponsored activities may receive training. The training will include basic information about diabetes and its management, how to recognize symptoms of hypoglycemia and hyperglycemia, and which school employees should be contacted for assistance in providing diabetes care.

H. Notwithstanding the other provisions in this section, a parent or guardian may elect to perform diabetes care for his or her child at school or during school-sponsored activities. The election should be made in writing and shall specify the circumstances under which the parent or guardian will provide care and the circumstances, if any, under which school personnel will provide care.

DIABETES MEDICAL MANAGEMENT PLAN (DMMP)

A. The parent of a student with diabetes who requests services from the school must provide written physician's orders (Diabetes Medical Management Plan, or "DMMP"), signed by the student's physician. The DMMP identifies the health care needs of, and services to be provided to, a student with diabetes. If the DMMP changes, the parents/guardians shall provide a copy of the changed DMMP, signed by the student's physician, to the principal or principal's designee, and to the UAP. The parents/guardians shall authorize the principal or the principal's designee authorization to speak directly with the student's physician related to the DMMP. The DMMP must contain:

1. A list of the equipment and supplies, if any, that the student is permitted to carry during the school day;
2. A statement that the student has been trained on the proper and safe use of medication and supplies needed at school, such as syringes and needles, if the child is to carry such supplies at school;
3. A statement as to which, if any, diabetes care tasks the student is capable of performing without assistance, which of these tasks require assistance from school personnel, and which of these tasks the student is unable to perform;
4. If the student requires assistance from the UAP with blood glucose or ketone monitoring;
5. If the student requires assistance from the UAP with insulin, glucagon or other medication administration at school, the medication to be taken, the timing of medication administration, and instructions for calculating the proper dose;
6. Instructions regarding activity monitoring and exercise plan;
7. A chart with hypoglycemic recognition and treatment;
8. A chart with hyperglycemic recognition and treatment; and
9. Instructions for emergency Glucagon administration.

B. Once the school receives a copy of the DMMP, the school shall develop and implement a Student Health Plan (SHP) for the student with diabetes that incorporates the provisions of the DMMP. The plan shall specify which school personnel or unlicensed assistive personnel (UAP) will provide diabetes care to the student, if needed. The school may use an individualized Student Health Plan, or include the DMMP in a student's Rehabilitation Act Section 504 Plan (504 Plan), or include the DMMP in a student's

Individualized Education Program (IEP).
C. All supplies and equipment needed by the school to provide diabetes care, including insulin, glucagon, blood glucose meters, and test strips, shall be provided by the student's parent or guardian.
D. The school may consult with a physician of its own choosing related to any DMMP.

SELF-MONITORING AND TREATMENT
Where a student's DMMP indicates that the student is able to perform specific diabetes care tasks independently, the student shall be permitted to perform these tasks independently while in school and while participating in school sponsored activities. If specified in the student's DMMP, the student shall be permitted to possess on his or her person all supplies and equipment needed to perform diabetes care.

EMERGENCY ADMINISTRATION OF NASAL GLUCAGON
The District authorizes the school nurse and any other individual(s) who has completed the training required by law as outlined herein to administer nasal glucagon prescribed to the District by a licensed health care provider for use on a student experiencing severe hypoglycemia if:

1. The student's parent/guardian has provided documentation to the school from the student's physician that the student is diagnosed with diabetes;
2. The student's parent/guardian has consented to the administration of nasal glucagon by the school nurse or other employee authorized by the District; and
3. The student's prescribed glucagon is not available onsite or has expired.

The training must be provided by a licensed health care provider that addresses:

1. Recognizing the symptoms of severe hypoglycemia;
2. The procedure for administering nasal glucagon;
3. Emergency care for an individual experiencing severe hypoglycemia, including care after administering nasal
glucagon; and
4. The storage, maintenance, and disposal of nasal glucagon.

The District will maintain documentation of each employee who completes the training and who is authorized to administer nasal glucagon to a student experiencing severe hypoglycemia.
The school district and any of its employees, agents, or other personnel may not be held liable for any death, injury, or damage that results from the administration of, or the failure to administer, nasal glucagon if the action or inaction constitutes ordinary negligence.

Section B: Policy Administration of Medical Marijuana to Qualifying Students
(Revised and Approved 8-12-2023)
Except as specifically authorized herein the use, possession or distribution of marijuana in all of its forms is strictly prohibited on school grounds, at school activities or in school vehicles.
The Oglala Lakota County School District restricts the administration of medical marijuana during school hours and at school-sponsored activities unless administration cannot reasonably be accomplished outside of school hours or school-sponsored activities.
The District permits students with a valid registry identification card for medical marijuana under Tribal or South Dakota law to be administered medical marijuana on school property or at a school-sponsored activity by their parent/guardian or other registered designated caregiver in
accordance with this policy and applicable law. In order for a parent/guardian or other designated caregiver to administer medical marijuana to a qualifying student, the District will to be provided initially and thereafter at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes:

Presentation of the student's valid Tribal or South Dakota Department of Health approved registry

identification card or nonresident card with the Tribal or State of South Dakota Department of Health's confirmation of registration (a copy of which will be kept by the school in the student's educational records);

Presentation of the Tribal or State of South Dakota Department of Health approved caregiver's card showing his/her status as the registered designated caregiver for the qualifying student and proof of identification of the caregiver's status as the registered designated caregiver for the qualifying student (a copy of which will be kept by the school in the student's educational records); and

A written, dated, and signed certification by the qualifying student's recommending practitioner that includes the dosage, frequency or time of administration, and length of time between dosages.

The parent/guardian or other registered designated caregiver is the only person who may provide, administer, or assist the student with the consumption of medical cannabis. Schools will not store, and school personnel will not administer, medical cannabis.
Administration of medical cannabis to qualifying students shall be in accordance with this policy. Administration of all other prescription and nonprescription medications to students shall be in accordance with applicable law and the District's policy concerning the administration of medications to students.

Definitions

The following definitions apply for purposes of this policy:
1. "Designated location" means a location identified in writing by the District in its sole discretion and may include a location on the grounds of the school in which the student is enrolled, upon school property in South Dakota, as that term is defined herein, or at a school-sponsored activity in South Dakota.
2. "Permissible form of medical cannabis" means non-smokeable products such as oils, tinctures, edible products, or lotions that can be administered and fully ingested or absorbed in a short period of time. Patches and other forms of administration that continue to deliver medical cannabis to a qualified student while at school may be appropriate for students who receive ongoing adult assistance or on a case-by-case basis as determined by the district when adequate protections against misuse are made. Forms of medical marijuana not included in this definition may be proposed by the qualifying student's parent/guardian to the superintendent, who may authorize such a request after consultation with appropriate medical personnel chosen by the District when adequate protections against misuse may be made. Smoking or vaping of medical cannabis is strictly prohibited and is not be a permissible form of medical cannabis under any circumstances.
3. "Designated caregiver" means the qualifying student's parent, guardian or other responsible adult over twenty-one years of age who is the qualifying student's registered designated caregiver and who has a caregiver's card approved by the South Dakota Department of Health. In no event shall another student be recognized as a designated caregiver. A designated caregiver is the only individual permitted to possess and administer to a qualifying student. Any designated caregiver seeking access to school property or school-sponsored activity for purposes of this policy must comply with the Board's policy and/or procedures concerning visitors to school and all other applicable policies.
4. "School property" means any District premises, vehicle, or building, or on or in any premises, vehicle, or building used or leased for the school district's functions.
5. "Qualifying student" means a student who has been issued and possesses a valid registry identification card from the South Dakota Department of Health for the use of medical cannabis.
6. "Written certification" means the completed South Dakota Department of Health form dated and signed by a physician who is licensed with authority to prescribe drugs to humans, stating that in their professional opinion the patient is likely to receive a therapeutic or palliative

benefit from the medical use of cannabis to treat or alleviate the patient's debilitating medical condition or symptom associated with the debilitating medical condition. The document must specify the patient's debilitating medical condition and that it is made in the course of a bona fide physician-patient relationship.

Permissible administration of medical marijuana to a qualifying student

A qualifying student's designated caregiver may administer a permissible form of medical cannabis to a qualifying student in a designated location if all of the following parameters are met:

1. The qualifying student's parent/guardian provides to the school before the administration of medical cannabis is allowed on school property or at a school-sponsored activity and thereafter at the beginning of each school year and at any time when the qualifying student's administration of medical cannabis changes the following:
    a. The qualifying student's valid registry identification card from the state of South Dakota Department of Health or nonresident card with the South Dakota Department of Health's confirmation of registration authorizing the student to receive medical cannabis;
    b. The completed and signed Medical Cannabis Administration Plan;
    c. The designated caregiver(s) approved card issued by the South Dakota Department of Health; and
    d. Written certification dated and signed by the student's recommending practitioner that also includes the dosage, frequency or time of administration, and length of time between dosages.
2. The qualifying student's parent/guardian provides written notice to the school within ten (10) days of any of the following:
    a. Change in the designated caregiver;
    b. The student ceases to have a debilitating medical condition; or
    c. The registry identification card is void, expired, or revoked.
3. In the event that a new registry identification card is issued, the qualifying student's parent/guardian provides the new card to the school district within ten (10) days of the issuance of the card;
4. The qualifying student's parent/guardian signs the written acknowledgement in the Medical Cannabis Administration Plan assuming all responsibility for the provision, administration, maintenance, possession, storage, and use of medical cannabis under state law, and releases the District from all liability for any claim or injury that occurs pursuant to this policy;
5. The qualifying student's parent/guardian or designated caregiver shall be responsible for providing the permissible form of medical cannabis to be administered to the qualifying student, shall transport it in a container that meets the packaging and labeling requirements specified by the South Dakota Department of Health, and shall not at any given time possess on school property an amount of medical cannabis that exceeds the qualifying student's prescribed daily dosage;
6. The District will determine the location and method of administration of a permissible form of medical cannabis so as not to create risk of disruption to the educational environment or exposure to other students;
7. After administering the permissible form of medical cannabis to the qualifying student, the student's designated caregiver shall remove any remaining medical cannabis from the school property or school-sponsored activity; and
8. The written, dated, and signed Medical Cannabis Administration Plan is prepared that identifies the form, designated location(s), and any protocol regarding administration of a permissible form of medical cannabis to the qualifying student.

Additional parameters

School personnel will not under any circumstances:

1. Assist a qualifying student or his/her designated caregiver in obtaining, administering, or using medical cannabis;
2. Store or hold medical cannabis in any form;
3. Ensure the qualifying student is properly using the medical cannabis as instructed by the qualifying

student's recommending practitioner; or
4. Serve as the qualifying student's designated caregiver of medical cannabis.

This policy conveys no right to any student or to the student's parents/guardians or other designated caregiver to demand access to any general or particular location on school property or at a school-sponsored activity to administer medical cannabis.

When a school-sponsored activity occurs at another South Dakota public school, the location identified by that school will serve as the designated location for the designated caregiver's administration of medical cannabis.

This policy shall not apply to school property or school-sponsored activities located outside of the state of South Dakota, on federal property or any other location that prohibits cannabis on its property.
Permission to administer medical cannabis to a qualifying student may be limited or revoked if the qualifying student and/or the student's parent/guardian or other designated caregiver violates this policy or demonstrates an inability to responsibly follow this policy's parameters.

No student is permitted to possess or self-administer medical cannabis. Qualifying students with a valid registry identification card who possess or self-administer marijuana may be subject to discipline just as any other student without a recognition card would be.

Student possession, use, distribution, sale or being under the influence of cannabis inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

If the federal government indicates that the District's federal funds will be lost or have been lost by this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical cannabis to qualifying students on school property or at a school-sponsored event shall not be permitted. The district shall post notice of such policy suspension and prohibition in a conspicuous place on its website.
Legal References:
SDCL CH 34-20G Medical Cannabis
ARSD Article 24:80 Medical Cannabis and Schools

Board Approved: 10-16-2025

10.32 REPORTING CHILD ABUSE

Any teacher or other employee who suspects that a child under eighteen (18) years of age has been neglected or physically abused, including sexual or emotional abuse, by a parent or other person, will report orally or in writing this information to the principal or designee or Superintendent. The principal or designee, or Superintendent shall immediately report this information to the proper authorities. If the principal or Superintendent does not confirm to the teacher or other employee within twenty-four (24) hours that action has been initiated, the employee will report this information directly to the authorities. For suspected child abuse or neglect, mandatory reporting shall be satisfied by first reporting to the Principal or designee and requesting that the suspicion be reported to either Child Protective Services of the Oglala Sioux Tribe, or the Oglala Sioux Tribe's

Public Safety and/or the Bureau of Indian Affairs' Criminal Investigation. Other situations such as attendance problems do not normally fall within such mandatory reporting, and are considered to be school administrative concerns.

A. The report will contain the following information:
    1) Name, address, and age of the child;
    2) Name and address of parent or caretaker;
    3) Nature and extent of injuries or description of neglect, and;
    4) Any other information that might help establish the cause of injuries or condition.
B. School employee, including administrators, 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 school employee to prove that the child has been abused or neglected or to determine whether the child needs protection, but only to report suspicions of abuse or neglect.
C. Do not attempt to further interview the child once abuse or neglected are suspected.
D. 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.
E. Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner. Information or records concerning reports of suspected abuse or neglect are confidential.
F. Copies of this policy will be distributed to all school employees at the beginning of each school term and to new employees when they begin employment. Failure to distribute does not affect application of the policy.

10.33 MENTAL HEALTH, SUICIDE PREVENTION & SUICIDE/TRAUMA AFTERCARE

The Board shall separately maintain in the Superintendent, Building Administrator's and all Counselor/Social Worker offices of the District a Mental Wellness procedures manual. This manual shall be reviewed and updated annually and shall contain provisions for handling mental health and counseling crises and incidents at the District and suicide prevention policies as well as how to deal with the aftercare as a result of student suicide. The manual, although maintained separately, is incorporated herein by reference as if fully set forth herein.

Students who are exhibiting self-harm related behaviors will be referred by the school administrator or designee and transported to Indian Health Services or medical facility for intervention and/or medical attention. Parents/guardians will be notified.

10.34 OUT OF STATE STUDENT TRAVEL

Out-of-State Student Travel must be approved by the School Board prior to the travel, except that the building principal may authorize out-of-state travel within 150 miles of the South Dakota state border for student medical reasons and student field trips.

The Oglala Lakota County School District supports out-of-district travel that enhances classroom instruction or expands student participation in co-curricular activities. Such travel shall be limited to educational experiences that cannot reasonably be provided within the school setting.

Authorization

All out-of-district travel requires prior approval through the district's established process. A Travel Authorization Form must be completed and approved by the classroom teacher, building principal,

finance director, and superintendent before any travel arrangements are finalized. The school board will make the final approval for the travel.

Financial Considerations

The approval process shall address the financial aspects of each trip, including reasonable expense guidelines. In the event, parents will be expected to contribute a maximum amount; opportunities for all students to earn a portion of trip costs through approved fundraising or other means; and access to a district fund to assist students who are unable to meet the remaining costs. No student shall be excluded from an approved trip solely due to financial hardship.

Cancellation

The Superintendent or designee is authorized to cancel any out-of-district student trip when conditions are deemed unsafe or when circumstances arise that are unforeseeable at the time of approval.

Scheduling

Schools shall limit the number of instructional days lost to out-of-district travel.

Approved: June 11, 2026

10.34A STUDENT TRAVEL

Student travel is divided into four types of travel: 1. Field Trips; 2. Activity Trips; 3. Extended District Curriculum Travel and Eighth Grade and Senior Travel.

Participation for all District student travel is limited to assigned students, official chaperones and designated staff members. No other individuals may travel with the District. This does not preclude individuals or groups from making separate arrangements to travel in conjunction with a student trip.

Definitions:

Field Trip: A trip that is one day or less in length within or outside the School District's boundaries. Field trips are directly related to a specific subject or course.

Activity Trip: A trip that is part of a School-Sponsored Club, Oglala Lakota County School District-Sponsored Sport or Activity, or a Sanctioned Sport or Activity. The SDHSAA travel rules must be adhered to except when the School Board has identified additional requirements.

Extended District Curriculum Travel: A trip that is course/subject-related, includes at least one overnight.

Eighth Grade and Senior Travel: A trip scheduled for either the 8th grade class or the Senior class once during a student's school career and includes at least one overnight stay. The school principal will coordinate the trip details with the class sponsor.

1. Field Trips

A field trip is one day or less in length within or outside the District's boundaries. Field trips are directly related to a specific subject or course.

A. Approval Process:

A travel authorization must be submitted to the building principal or designee at least two weeks prior to the trip. The travel authorization must specify the following:

- Destination including time of departure and return
- Student list and chaperone list
- Budget/cost
- Educational objectives that will be accomplished
- Educational alternatives for students who do not participate in the trip
- Parent Approval Form

B. Transportation:
Transportation will be provided by the school district utilizing school bus drivers.

A student may travel to and/or from the field trip with his/her own parent/guardian if a written request from the parent/guardian has been submitted at least 5 days in advance of the event and is approved by the building administrator or designee. The parent/guardian must check in with the building principal/designee prior to leaving the event.

C. Chaperone Requirement:
At least one chaperone per group, as assigned by the administration, must accompany students on a field trip.

D. Student Approval Forms:
Parents/guardians must receive notification about any field trip.

2. Activity Trips

A. Approval Process:
The activity sponsor, advisor, or coach shall submit a travel authorization for each trip to the principal or designee for approval. The travel authorization must include:

- Destination
- Budget/cost -
- Time of departure and return
- Student and Chaperone List
- Parent Approval Form

B. Duration of the Activity Trip:
Whenever possible, activity trips should be restricted to one-day trips. No more than three overnight trips per activity group per semester or six overnight trips per school year may occur unless pre-approved, as in cases of sporting events.
C. Transportation:
Transportation will be provided by the school district, utilizing school bus drivers.

A student may travel to and/or from the field trip with his/her own parent/guardian if a written request from the parent/guardian has been submitted at least 5 days in advance of the event and is approved by the building administrator or designee. The parent/guardian must check in with the building principal/designee prior to leaving the event. A student may ride only with his/her parent/guardian.
D. Chaperone Requirement:

At least one chaperone per 10 students must accompany students on activity trips. The coach or sponsor must accompany the students on the trip on the bus. For overnight trips male and female chaperones (adults over 21 years of age) are required when male and female students are involved.

E. Student Approval Forms:

Parents/guardians must receive notification about any activity trip. A signed parent/guardian consent, medical waiver, and waiver of liability form must be on file for activity trips.

F. Fundraising:

Students may be asked to defray some costs associated with an Activity Trip. These costs may be financed through student fundraising. An individual fundraising goal will be set each year, per activity. The goal will be for each student to earn enough money through fundraising to meet the established goal. If a student chooses not to participate in fundraising, a donation may be given instead.

3. Extended District Curriculum Travel

Extended District Curriculum Travel refers to classroom-related trips that include at least one overnight.

A. Approval Process:

Prior to the start of the school year the school personnel shall submit to the principal or designee for approval a written plan that specifies the following:

- Destination
- Budget/cost
- Time of departure and return
- Student and Chaperone List
- Parent Approval Form
- Educational objectives that will be accomplished
- Educational alternatives for students who do not participate in the activity or trip

B. Duration of the Extended District Curriculum Travel:

Whenever possible, Extended District Curriculum Travel experiences should be restricted to two school days in conjunction with weekends, or vacation periods. The maximum length for these travel experiences shall not exceed five days.

The Superintendent or designee must approve the duration and calendar days of the trip.

While travel may occur during long school breaks, every effort should be made to keep travel off of the actual holidays. Should circumstances make a trip exceeding five total days necessary for performance, educational, or cultural purposes, a written request for an exception shall be made to the Superintendent prior to the development of the formal proposal. Additional requests to the School Board will need to be made if the travel is out of state.

C. Transportation:

Transportation will be provided by the school district, utilizing school bus drivers.

A student may travel to and/or from the field trip with his/her own parent/guardian if a written request from the parent/guardian has been submitted at least 5 days in advance of the event and is approved by the building administrator or designee. The parent/guardian must check in with the building principal/designee prior to leaving the event. A student may ride only with his/her

parent/guardian.

D. Chaperone Requirement:
At least one chaperone per 10 students must accompany students on a trip. For overnight trips male and female chaperones (adults over 21 years of age) are required when male and female students are involved.

E. Student Approval Forms:
Parents/guardians must receive notification about the scheduled trip. A signed parent/guardian consent, medical waiver, and waiver of liability form must be on file for each Extended District Curriculum Travel experience.

F. Fundraising:
Fundraising opportunities shall be provided so that students can earn the entire individual travel amount through fundraising activities. The fundraising activities shall be coordinated through the School Principal.

4. Eighth Grade and Senior Travel.
Eighth Grade and Senior Travel is scheduled for classes that include a multi-night stay. These trips are scheduled to provide one trip per student in each class once during their school career.

A. Approval Process:
The activity sponsor or advisor shall submit a Travel Authorization, along with a written proposal, to the building Principal or designee for approval no later than March 1 of the school year preceding the proposed trip. The proposal must specify the following:

- A detailed rationale for the travel destination, including ties to the curriculum, educational growth, and cultural opportunities
- The estimated size of the travel group, including students and chaperones
- The proposed type of transportation to be used
    - A proposed itinerary including the dates, number of school days to be missed, planned activities and special events, transportation arrangements, responsible adults, and contact persons
    - A statement of estimated costs (maximum possible per student) including transportation and accommodations
    - A list of activities proposed to raise the needed funds
    - A budget for the fundraising and district expenses

Upon receipt of all approval signatures, if the request is for out-of-state travel, the request will be submitted to the Board for approval. The Board must approve all out-of-state travel.

All final details, including a list of chaperones, a detailed itinerary, and final costs, for the approved travel proposal shall be submitted in writing to the Principal five days prior to the travel date.

Upon Board approval, and not before, the sponsor shall:

- Provide parents/guardians with specific written information about objectives, costs, deposit and payment timeline, itinerary, chaperones, and accommodations.

- Obtain a signed parent/guardian consent, medical waiver, and waiver of liability form for each student participant.
- Select chaperones for the event.
- Schedule conferences or orientation sessions for students and parents/guardians to assure that all plans and arrangements are clearly understood.

While travel may occur during long school breaks, every effort should be made to keep travel off of the actual holidays. Should circumstances make a trip exceed the maximum total days necessary for performance, educational, or cultural purposes, a written request for an exception shall be made to the Superintendent prior to the development of the formal proposal.

All non-travel days must include an educational or cultural opportunity or performance for students.

B. Transportation and Lodging:

In most cases, the most cost and time efficient mode of transportation will be used. Consideration must be given to the students' safety regarding lodging, distances traveled, length of trip, safe travel within the destination city, and the safe transport of District students to and from all activities and events.

C. Chaperone Requirements:

Male and female chaperones (adults over 21 years of age) are required to accompany the group. The ratio shall be ten students to one adult of the same gender.

D. Student Approval Forms:

Parents/guardians must receive notification about the scheduled trip. A signed parent/guardian consent, medical waiver, and waiver of liability form must be on file for each student.

E. Trip Costs and Fundraising Opportunities:

The travel proposal must include a detailed fundraising process and the trip costs.

- Fundraising opportunities must be made available for students to raise money.
- Monies raised by fundraising activities for the purpose of the Eighth Grade and Senior Travel will be kept in the school's trust and agency account and must be deposited weekly to the district office.
- If no money is raised, a local trip will be substituted for an out-of-state trip.

5. Disposition of Unspent Travel Money

If, after taking a trip, a group has excess money over what was needed for travel, a plan will be submitted to the principal outlining the intended use of the excess funds.

Refunds and transfers of trip money will be granted only in the following circumstances:

- Unspent money in individual trip accounts of graduating seniors will be rolled into the general fund of the activity or group in which the student participated.
- In the case of a student dropping out of an activity or not allowed to participate in an activity due to a violation of the District's Discipline Policy, the money will revert to the general fund of the activity or group unless monies were paid into the student's account by personal checks from the student or his/her family and then only back to a student or family, if the funds were not committed or expended on trip expenses.

6. Privately Sponsored Trips

Trips organized and arranged by Non-School Sponsored Clubs are not the responsibility of the Oglala Lakota County School District. These opportunities are often worthwhile and beneficial to students; however, these opportunities are not school-sponsored activities. All arrangements for such trips, including costs, travel, supervision, and safety, are the responsibility of the group or person making the trip available to students. Examples of these trips include: (1) AAU Basketball Teams, (2) the Bear Program, (3) Friends of the Children.

Any staff member who arranges or participates in arranging a trip that is not school-sponsored has the responsibility to clearly communicate in all meetings, publications, and postings, published electronically or graphically, that the District is not responsible for the trip. All communications must include the disclaimer.

Anyone who is uncertain as to whether or not a particular opportunity is school sponsored should contact the building principal or building athletic director. Staff members who participate in Non-School Sponsored trips have the responsibility to ensure that parents and students are aware that the activity is not school-sponsored.

The following procedures must be adhered to when distributing information regarding Non-School Sponsored trips. This information shall be reviewed by the building principal prior to distribution.

A. All distributed information must conspicuously and clearly state that this is not a school sponsored trip and include the disclaimer. School logos or letterhead cannot be used when providing information regarding a Non-School Sponsored trip.
B. Communication by Non-School Sponsored Clubs
    - All posters for activities of Non-School Sponsored Clubs will contain the disclaimer.
    - The use of school district student information cannot be used to contact students to participate in clubs or club trips.
    - The use of school district email to communicate with students/parents involved with clubs or club trips must have the disclaimer that this is activity is not a school district sponsored activity.

C. Use of school space for travel meetings, etc., will be according to same usage regulations as for other non-school sponsored clubs and in accordance with policy.
D. No meetings or fundraisers shall occur during the school day. Further information can be obtained from the sponsoring teacher/approved monitor.
E. No district tax-exempt certificate or identification number can be used for Non-School Sponsored Trips.
F. The District shall have no liability and provide no insurance coverage for any Non-School Sponsored trip. Further, professional liability insurance carried by staff members may not cover these trips. Therefore, the District recommends that any staff member sponsoring or participating in a Non-School Sponsored trip ensure the following guidelines are met:
    - The travel company making arrangements for the trip must provide the named staff sponsor and participants a certificate of insurance evidencing performance bonding or other insurance and consumer protection relative to all trip costs and performance.
    - The travel company making arrangements for the trip must provide evidence of liability insurance that provides reasonable coverage for all those individuals participating in the trip
    - In the event of travel to, through and from a foreign country, such liability insurance

shall be secured from a carrier licensed to transact insurance business in such a foreign country(ies).

- All persons making a trip shall be deemed to have waived all claims against the school district for injury, accident, illness, or death occurring during or by reason of the trip and agrees to defend and hold the school district harmless, therefore. All adults taking a trip and parents and/or guardians of students taking a trip shall sign a statement waiving such claims and agreeing to defend and hold the school district harmless from any liability.

Approved: June 11, 2026

10.35 STUDENTS FEES, FINES, AND CHARGES

It is the responsibility of the School Board to assure that students of the District are provided with a free public education. Therefore, no fees or charges shall be required as a condition of school year attendance, credit in a required course, or for materials or activities that are part of a course requirement. Neither may a fixed activity fee be required of all students, nor class dues exacted. Students will be responsible for the cost of replacing any District materials or property that are lost or damaged through the negligence of the student. Certain fees and charges, however, may be established under the following conditions:

1. When established to pay for optional activities that are not part of the regular school program nor essential to success in a course could include matters such as class parties or outings where attendance is not required:
2. When established to pay for materials that are optional for use in a course and when grades or credit are not dependent upon their use.

10.36 LOANING OF TEXTBOOKS

Textbooks may be loaned to children ages 5 through 19 who are not enrolled in the District or a school supported by any other governmental entity upon written request by the child or the child's parent or guardian made prior to (May 1st) preceding the school term of use. Textbooks include print and digital materials, but not computer hardware.

Textbooks loaned shall be the same textbooks normally used by the students enrolled in the schools.

If new textbooks must be purchased to meet the request of children not enrolled in the schools, the Board may limit the number of textbooks per student to be purchased for loan to the same number of new textbooks that is furnished to the students enrolled in the schools.

Legal References:
SDCL 13-34-23 (Loan of textbooks)
SDCL 13-34-24 (Persons enrolled in other than local school district excepted)

10.37 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the District, with certain exceptions, obtain written consent from parents, guardians or from students who are 18 years of age or older ("eligible students"), prior to the disclosure of persona ly identifiable

information from the student's education records. The main exception is that the District may disclose designated "directory information" without written consent, unless the parent, guardian or eligible student has informed the District that prior written consent is required before disclosing the directory information. The primary purpose of directory information is to a low the District to include this type of information from the student's education records in certain school publications.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's, guardian's or eligible student's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks.

If a student's parent, guardian or an eligible student, does not want the District to disclose directory information from the student's education records without prior written consent, the student's parent, guardian or an eligible student must notify the District in writing within thirty (30) days of the beginning of the school year or, if enrolling after the beginning of the school year, within thirty (30) days of enrollment.

The District has designated the following information as directory information:

1. Student's name;
2. Address;
3. Telephone number;
4. Email address;
5. Name(s) of Parent(s);
6. Photograph;
7. Date and place of birth;
8. Dates of attendance;
9. Grade level;
10. Participation (including video) in officially recognized activities and sports;
11. Weight and height of members of athletic teams;
12. Degrees, honors, and awards received;
13. The most recent educational agency or institution attended.

The District shall provide, by November first of each year, a list of students by name in grades seven to twelve, inclusive, together with their mailing addresses, to the executive director of the Board of Regents and to each technical college located in the state unless the parent has directed that the District not release directory information about the student.

The District shall provide to military recruiters the same access to secondary school students as is provided generally to postsecondary educational institutions or to prospective employers of those students; and shall, upon a request made by military recruiters for military recruiting purposes, provide access to secondary school student names, addresses, and telephone listings, unless the parent of the student has submitted a request to the District that the student's information not be released without prior written parental consent.

The District shall annually notify parents of the types of student directory information released. The notice will include:

1. An explanation of the parent's or eligible student's right to request that information not be disclosed without prior written consent;

2. Notice that the school routinely discloses names, addresses, and telephone numbers to the South Dakota Board of Regents and each technical college located in the state and, upon request, to military recruiters, subject to a parent's or eligible student's request not to disclose such information without written consent; and

3. Notification on how the parent or eligible student may opt out of the public, nonconsensual disclosure of directory information and the method and timeline within which to do so.

Board Approved: 10-16-2025

10.38 STUDENT PREGNANCY

The District will work in conjunction with the parents or guardians of a pregnant student to support the completion of education requirements and health concerns for a pregnant student up to the end of the 2nd (second) trimester. However, the student and parents or guardian must provide a monthly physician's certification of fitness to continue in the regular classroom.
Pregnancy will be treated as a
justification for a student's absence for any and all medical appointments related to the pregnancy when documentation for the appointments is provided.

The pregnant student may have the option of having a homebound program with the school delivering and picking up homework. The student will come into school for testing when required; and the school may pick up the student and deliver her home after testing.

A pregnant student needs doctor approval to participate in school-sponsored dances, sports activities, or school field/graduation trips while they are pregnant, due to safety concerns.

Upon doctor approval, a student parent is eligible to return to regular classroom and participate in school-sponsored activities such as school-sponsored dances, sports activities, and field/graduation trips provided they are eligible after delivery.

A pregnant student or student parent may attend and participate in the 8th (eighth) grade graduation ceremonies.

10.39 STUDENT USE OF NETWORKING SITES & SOCIAL MEDIA

This policy applies to all District students who are accessing the Internet using District equipment and/or telephone lines. The primary goals are to:

1. Protect the information assets of the District.
2. Establish student accountability and responsibility for the acceptable use of the Internet.
3. Protect the District from liability resulting from illegal use of the Internet.
4. District students, and other affiliated persons who use District computing facilities to access the Internet are expected to exercise responsible and ethical behavior and will be held accountable for ensuring that such use:
5. Is consistent with District values and policies.
6. Protects the integrity and confidentiality of District records and computer and electronic assets.
7. Does not violate any local, tribal, state or federal laws.

Failure to abide by this policy shall result in cancellation of Internet access privileges, disciplinary review, and/or legal action by the Board. The following procedure shall be followed:

1. Each applicant requesting Internet access will read and sign the "Acceptable Use Policy" and is responsible for knowing and understanding this policy. A copy of the "Acceptable Use Policy" will be kept on file in the records office.
2. Students who use the Internet shall be informed of their responsibility to use the services of

the Internet in a manner which is consistent with the service, quality and education goals of Oglala Lakota County Schools before being granted access privileges.

3. Abuse of the use of the Internet by OLCSD students, including committing violations of tribal, federal, or state law and/or the use of OLCSD equipment or telephone lines to engage in the procurement, storage, dissemination, or transfer in any fashion of pornography or lewd materials, photographs, visual depictions, or materials capable of being converted into visual depictions, shall make that student subject to immediate discipline as a major rule's infraction.

10.40 STUDENT FUND-RAISING ACTIVITIES

- Money drives will be permitted provided there is justification for the purpose and the need is adequate.
- Justified fund-raising activities will be permitted for school classes or groups of students under the sponsorship of a faculty-member, provided the activity is approved by the Superintendent and that benefits derived from there will be made available to all members of the class or group.
- No project will be allowed that will involve the servitude of an individual.
- A categorical, itemized accounting of money raised at school or in connection with the school, other than money deposited in the extracurricular account which is the responsibility of the principal, will be submitted by the principal to the Business Manager, to be filed with the District financial records.
- The School Board authorizes the establishment and maintenance of a student activity fund for each school, which will be the only authorized depository fund for student organizations. The principal of the school will be responsible for the proper administration of the financial activities of each student activity account in accordance with the provisions of state law and appropriate accounting practices and procedures. All payments made from the student activity fund will have the prior approval of the faculty advisor and the principal.
- The annual District audit will include an audit of student organization funds. Payment for the audit will be made from District funds.
- Reserves will be limited to amounts estimated as necessary for the beginning of the following year's operation.
- Monies raised by student organizations must be expended for the benefit of students.
- All fund-raising projects must be approved in advance by the organization advisor and the principal. This approval will be based upon the intended usage of the funds raised, the nature of the fund-raising activity, and the degree to which the proposed activity fulfills the purposes of the organization.
- When appropriate, the principal may require the faculty advisor to submit a yearly budget for approval, listing proposed activities and projected expenditures and income.

10.41 GRADUATION CEREMONY DECORATION

Any Native American student may wear an eagle feather or eagle plume at that student's graduation ceremony, or an appropriate beaded graduation cap subject to the determination of the school administrator overseeing the graduation ceremony that the beaded graduation cap is appropriate.

A student who has enlisted in the South Dakota National Guard or in a branch of the armed forces may wear to his or her graduation ceremony a sash, stole, or other military decoration issued to that student by the military branch for the purposes of being worn at the graduation ceremony. The student should inform the

Administrator overseeing the graduation ceremony of his or her intention to wear the sash, stole, or other military decoration.

Legal References:
SDCL 13-1-66 Wearing of eagle feather, plume, or beaded cap
SDCL 13-1-66.1 Wearing of military decoration at graduation
SDCL 36-1-2 Components of armed forces

Approved: 2-12-2026



Oglala Lakota County School District 65-1

Section 11

SECTION 11

SCHOOL-COMMUNITY RELATIONS

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11.01 SCHOOL AND COMMUNITY RELATIONS GOALS

The purpose of school-community relations is to establish and maintain a program that informs the public of and involves them in the goals and services of the District's public schools.

The School Board shall provide parents, guardians, and other District residents opportunities for information and orientation regarding local school procedures and will utilize, insofar as practical, all appropriate means and media to achieve the following objectives:

1. To explain the programs, achievements, and needs of the schools to parents, governmental officials, and the community as a whole;
2. To determine what residents of the District, expect from their school and how to best meet

that expectations;
3. To keep staff members fully informed of District policies and procedures and the practices and procedures to follow to implement the mission and objectives of the District;
4. To operate as speedily and efficiently as circumstances permit with public participation;
5. To recognize student ambassadors of the District whose conduct and attitudes affect community opinion of the schools; and
6. To inform all staff that educational success and community opinion depends upon their daily commitment to provide a quality education to our students and engaging and supporting the parents of our students.

11.02 PUBLIC'S RIGHT TO KNOW

The District serves the public, and its meetings and records will be a matter of public information, except as such meetings and records pertain to individual personnel, students, and other matters required by law to remain confidential.

The Board supports the right of the people to know about the programs and services of the District and will make every effort to disseminate information. All requests for information will be acted on fairly, completely, and expeditiously.

A. The official minutes of the Board, its written policies and guidelines, and its financial records will be open for inspection at the Administrative offices of the District by any citizen desiring to examine them during business hours when the office is open. Unofficial minutes are published in the school districts official newspaper within 20 days of the meeting. The official minutes are posted upon school board approval at the next regular scheduled school board meeting.

1. No records pertaining to individual students or staff members will be released to the public or other unauthorized persons except as provided by the federal "Family Educational Rights and Privacy Act" (FERPA) in the case of student files and, as to employee records, as provided by state law pertaining to confidential files.

    a. Employment contracts are matters of public record;
    b. Student directory information is available as allowed by FERPA.
    c. Information about an individual employee or student that has been specifically authorized, in writing, by the employee, student, or the student's parent or guardian may be released.
    d. Proper court orders must also be followed.

2. In the event an administrator is uncertain about a request for information, the administrator should contact the Superintendent or Human Resource Director for guidance before releasing the information.
3. Each building administrator is authorized to use all means available to keep parents and others in the particular school's community informed about the school programs and activities.

B. The District will disseminate in a timely manner the following materials to tribal officials and parents: The Impact Aid application, evaluations of education programs assisted with Impact Aid funds, and plans for education programs the District intends to initiate or eliminate.

11.03 NEWS MEDIA RELATIONS

The Superintendent or designee will coordinate all activities relating to the publication of information concerning the schools or the appearance of news releases relating to school personnel or activities.

In addition to the use of the official newspaper as required by state law for specific announcements, the public schools will use all media available, both public and private, and the school media to keep the public informed as fully as possible on school matters.

The Board welcomes the active participation of newspapers, magazines, radio, television, and other mass communication media in promoting the cause of good education in our District and state.

Suggestions and advice from representatives of such media as to how best to facilitate the flow of information to them by the Board and personnel of the District are welcomed.

Newscasts, spot announcements, sports and media coverage of other school activities and programs must be presented in the public interest. Identification of the schools with the promotion of any commercial or political enterprise will not be permitted.

11.04 NEWS RELEASES

The Superintendent or his designee will be the press liaison for coordinating the release of information concerning the District and the actions of the Board. The Board president will be the official spokesman for the Board, except as this duty is delegated to the Superintendent or his designee.

The Superintendent or his designee will work in cooperation with the administrative staff, and the school principals. He will assure that each school in the District has equitable news media coverage.

While it is impossible to know how news releases will be treated by the press, every possible effort should be made to obtain coverage of school activities and personnel, which will create and maintain a dignified and professionally responsible image for the school system.

11.05 COMMUNITY AND PARENT INVOLVEMENT IN DECISION MAKING

The Board recognizes the importance of community and parent involvement with the program and the operations of the public schools. By working together, the quality of the educational program for students can only improve.

To foster mutual respect and confidence between the public, parents and the Board, an atmosphere of openness and honesty will prevail. The Board will encourage interested groups and

representatives to express ideas, concerns and judgments about the schools to the school administration, to staff appointed advisory bodies and to the Board. It will be the Board's responsibility to provide the public and parents with accurate and complete information on the schools and the Board's activities.

The advice of the public and parents will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the students.

11.06 PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS

The School Board welcomes residents of the District to attend its meetings to become better acquainted with the operations and programs of the schools.

The School Board also invites participation of all parents, other county residents, and Tribal Government at regular meetings, open hearings, and other events.

As required by law, the School Board shall reserve at every regularly scheduled official meeting a period for public comment. In accordance with this requirement, speakers are limited to five (5) minutes. The Board President has the right to limit remarks of individuals or a group in the interest of time constraints. No response to public comments, need be made by the Board or administration. Public criticism of an individual employee or Board member by name is not permitted.

OPEN BOARD MEETINGS

In order to assure that individuals who wish to appear before the Board may be heard and, at the same time, to conduct its meetings properly and efficiently, the following procedures have been adopted:

1. An individual who desires to speak about an item on the agenda is asked to present a request to the Superintendent, or the Board President, orally or in writing prior to the meeting.

2. An individual who wish to speak about an item that is not on the agenda is asked to present such request to the Superintendent or the Board President prior to the beginning of the meeting. No action will be taken by the Board concerning items that are not on the agenda.
3. Individuals who desire that an item be placed on the agenda will submit the item to the Superintendent’s Office at least ten (10) days prior to the Board meeting. Approval of the agenda item will be made by the Board President.

4. Any complaints must follow the District’s complaint procedure. The Board vests in its President or other presiding officer the authority to terminate the remarks of any individual or group when they do not adhere to the guidelines set out above. Slanderous statements subject the speaker to legal liability**.**

EXECUTIVE SESSIONS

Executive sessions, as authorized by South Dakota law, are not open to the public. Accordingly, members of the public may not meet with the Board in Executive Session on matters involving school employees unless the formal complaint procedure has been followed.

11.07 COMMUNITY USE OF SCHOOL FACILITIES

The facilities of the District are established, maintained, by policy and operated by public funds. The School Board accepts the responsibility for making its plant facilities available to responsible organizations, associations, staff, and individuals of the community for appropriate civic, cultural, welfare, or recreational activities.

1. These activities may not infringe upon nor interfere with the conduct and best interests of the District or its programs.
2. The Board intends to grant the use of school facilities for activities of a cultural, educational, civic, social, recreational, governmental, and general political nature which are to be sponsored by responsible, recognized local persons, organizations, agencies, or institutions. The Board shall not allow use of District facilities for any religious use, with the exception of funerals.
3. All deposits will be limited to civic and nonprofit organizations.
4. Use of school equipment outside of school facilities for other than District purposes or functions is not to be permitted.
5. A written contract is required. *Facility Use Agreement*
6. In the event the District facilities are being requested for lease while students are present. All involved requestors who are adults shall be subject to a background check, at the cost of the requestor, prior to such use. Such background shall be negative prior to use.
7. Funeral requests are contingent upon Building Principal approval and are not to be approved during school session and/or school scheduled events**.**
8. All requests to use school facilities must be made ten (10) business days in advance. Except for requests for funerals.
9. OLCSD Security may be assigned at community events to ensure the safety of all participants.

<u>Prohibited Activities</u>
The following activities will be prohibited on school grounds or in school facilities:

1. Partisan political meetings, except as provided in this policy;
2. Any activity that promulgates any theory or doctrine subversive to the laws of the United States or any political subdivision thereof or advocates governmental change by violence;
3. Any activity that may violate the canons of good morals, manners, or taste, or be injurious to the buildings, grounds, or equipment;
4. Any purpose in conflict with school activities;
5. Commercial advertising;
6. Activities which are improperly discriminatory in the legal sense.
7. Sale, use or other provision or distribution of any beverage containing alcohol or any scheduled drug or marijuana.

8. Any activity that is religious in nature, unless Board approved.
9. Sex offenders will not be permitted within 50 feet of the school grounds.
10. School kitchens will not be leased.

Granting of Approval

The Building Principal is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the above purposes and limitations. The right is reserved by the Board to revoke any such permit, without liability, should such action be deemed necessary or desirable because of failure of the LESSEE to follow Board policy.

Applicants will be required to submit a statement declaring that to the best of their knowledge their projected use is legal. (see Facilities Agreement). Applicants requesting permission to use a school building will be held responsible for the preservation of order and any damage to school facilities and/or equipment. The person signing the application will agree to replace or pay for all damages or lost equipment or material when directed to do so by the school administration. If the lessee refuses or fails to pay damages, the lessee will not be approved for any future lease with Oglala Lakota County Schools until the payment is made in full.

Board Approved: 12-11-2025

11.08 PUBLIC CONDUCT ON SCHOOL PROPERTY

Although the Board welcomes the use of its facilities for public events, and public visitations to the schools, the Board expects all visitors to abide by acceptable rules of conduct. To maintain public order the Board prohibits the following conduct or acts on school property in school vehicles, or during school sponsored activities by students, teachers, staff members, parents, visitors, vendors, licensees or invitees:

- Any bullying, harassment, disrespect to any student, staff, official and/or athlete will not be tolerated on school property.
- The willful physical injury of any person or the threat to use force which would result in such injury.
- The harassment or coercion of any person;
- The willful damage to, or destruction of, property;
- The willful disruption of the orderly conduct of classes or of any other school program or activity;
- The entry of any school building or upon any portion of the school premises unless such entry is made in connection with official business with the District or to attend an activity or function authorized thereby;
- The willful interference with the lawful and authorized activities of others;
- The possession, consumption, or exchange of alcoholic beverages, unauthorized drugs, or narcotics on school property;
- The possession, consumption, or exchange of alcoholic beverages, unauthorized drugs or narcotics;
- The possession or use of a knife, razor, ice pick, explosives, loaded cane, sword cane, machete, pistol, rifle, shot gun, pellet gun, air gun, or any other object that reasonably can be considered a weapon, on property of the District;
- The violation of any federal or state statute, tribal, or local ordinance, or Board policy;

- The refusal or failure of any person to comply with a lawful order or direction of an official of the District in the performance of his or her duties;
- The distribution or posting of any written material, pamphlets, or posters without the prior written approval of the Superintendent.

ENFORCEMENT AND PENALTIES

Any violation of the above shall be reported immediately to the Security. The Security Director will investigate the case thoroughly and make a written report to the Superintendent.

Penalties that may be imposed by the Security Director and/or the Superintendent include, but are not limited to the following:

- Immediate removal of violator(s) from school property;
- Prohibiting the violator from entry unto school property;
- Referral to legal authorities for arrest and prosecution;
- Prohibition of future use;
- Payment for damages caused; and
- Any other appropriate remedy under the circumstances.

OTHER PENALTIES

The penalties and sanctions listed above are not exclusive and shall not preclude in any way the prosecution and conviction of any person for the violation of any federal or state law, tribal or local ordinance and the imposition of a fine or penalty that may be imposed under law.

11.09 PUBLIC GIFTS TO SCHOOLS

Any gifts presented to the District must be accompanied by a letter from the donor for official action and recognition by the School Principal or designee. To be acceptable, a gift must satisfy the following criteria:

A. Have a purpose consistent with those of the District;
B. Be offered by a donor acceptable to the Board;
    1. To be acceptable the donor must not seek to promote a commercial purpose;
    2. Must not promote immorality or a disrespect for education; and
    3. May not defame any person through the nature of the gift.
C. Not add to staff load;
D. Not begin a program that the Board would be unwilling to take over when the gift or grant funds are exhausted;
E. Not bring undesirable or hidden costs to the school system;
F. Not place obligations or restrictions on the District;
G. Not be inappropriate or harmful to the best education of students;
H. Not imply endorsement of any business or product;
I. Not be in conflict with any provision of school policies or public law.
J. All gifts, grants, and bequests shall become District property.

K. Before approval by the Board, all donors shall consult with the Superintendent and principal to insure usability of a proposed gift.

A letter of appreciation signed by the Board President and the Superintendent will be sent to the donor. Provided, however, that this policy shall not be interpreted to limit or restrict fund-raising activities by the parent council, student council, or other school related auxiliary group. Donations received by such organizations may be used for the particular purpose given and may be used for the benefit of the particular attendance center for which it was intended.

11.10 PUBLIC SOLICITATIONS

No person will sell or offer for sale within any school building or on school property any articles or services, or solicit contributions, unless prior written approval is obtained from the Superintendent or the School Board. This policy does not prohibit any school fund-raising activity authorized by the Board or school administration.
Sales people not representing educational companies are prohibited from talking to teachers at any time during the school day. Sales people representing educational companies may be granted permission to speak to teachers during the school day by making arrangements through the principal's office at a time and location that will not interfere with the classroom work of the teacher.

ADVERTISING

No notices or advertisements by or on behalf of persons or organizations not officially connected with the District will be distributed or posted in any school building. All notices, even by school personnel, must be reviewed and approval obtained from the principal and, in case of doubt, by the Superintendent prior to being posted or distributed. Public notices by any governmental agency are not prohibited by this policy.

11.11 DISTRIBUTION AND POSTING OF PROMOTIONAL MATERIALS

Printed or written matter that are not curriculum related may not be distributed to students in the schools or on school grounds. In cases where the nature of the material or its ultimate intent is in doubt, the request for distribution must be presented to the Board for prior approval.

11.12 VISITORS TO THE SCHOOLS

The District welcomes visitors of the community and other interested persons to visit the schools.

A. All visitors must report to the school office and receive the principal's permission to be on the school grounds. This policy does not apply when parents have been invited to a classroom or to a school-sponsored activity.
B. Any person on school property who has not registered with the school office will be required to report to the principal's office for permission to remain.
C. Any request to be on school property for any purpose deemed by the principal or designee to be disruptive of the educational process will be denied permission to remain.
D. If a visitor refuses to leave the school grounds, creates any disturbance, or attempts to disrupt the educational process, the principal shall request aid from the local law enforcement agency.

E. Building principals or designees are authorized to take appropriate action to prevent unauthorized persons from entering buildings, remaining in, or loitering on District grounds including the filing of criminal charges.
F. Any person who is a parent or guardian of a child and wishes to visit the school to see his child or to interact with staff or other students, and who is on the sex offender registry or who has been convicted of a crime of violence as defined under subdivision 22-1-2(9) or a sex offense as defined in SDCL 22-24B-1, must register in advance with the Principal's office upon each visit and must be accompanied by school security personnel during such school activities.
G. Any sex offenders who are not parent(s) of students are not be permitted within 50 feet of the school grounds.
H. Any sex offender will not be permitted to live in the school housing.

11.13 PUBLIC COMPLAINTS

A. PURPOSE

The purpose of this policy is to provide individuals and groups of individuals the opportunity to present alleged violations or misinterpretations of District policies.

B. GENERAL STATEMENT OF POLICY

A student, parent, employee, or District resident alleging a violation or misinterpretation of a District policy must file a Public Complaint and follow the procedures set forth herein.

C. REPORTING PROCEDURES

Time periods prescribed in this policy are strictly enforced. Parties may, however, mutually agree to extend deadlines so long as the deadline has not already passed. A failure on the part of an individual to meet a time deadline constitutes a waiver and withdrawal of the public complaint.

Employees, students, parents, non-employees or District residents are encouraged to informally resolve matters prior to filing a Public Complaint. The District is not responsible for any attorney fees incurred by the complainant to resolve or appeal a Public Complaint.

Employees alleging a violation of a District Policy (including a claim of harassment or discrimination based upon the person's age, citizenship, color, creed, disability, ethnic background, national origin, political affiliation, race, retaliation, sex (including pregnancy), sexual orientation, veteran status, or any other protected characteristic under applicable federal or state law, must utilize the grievance procedures provide in the applicable negotiated agreement or policy.

D. TIME LIMITS

Except as provided herein for employees, all persons making a Public Complaint must complete a Public Complaint Form and file it with the Building Principal or other appropriate administrator within ten (10) school days after the person knew, or through the use of reasonable diligence should have known, of the alleged violation. If the Complaint is not filed or appealed (as the case may be) within the time limits established, the Complaint shall be considered withdrawn and void.

1. "Level One Building Principal" Upon receipt of a Public Complaint, they shall within ten (10) school days meet on an informal basis with the individual in an attempt to informally

resolve the Complaint at the meeting. If the parties are unable to resolve the Complaint, the Principal shall render a written decision and provide it to the person, or group and employee involved within ten (10) school days after the meeting.

1. "Level Two Superintendent" Within five (5) school days after receipt of the above disposition, the person alleging the violation may request review of the Principal's action by the Superintendent in writing. The Superintendent may hold a meeting to consider the Complaint or may conduct an investigation as is warranted under the circumstances. Within fifteen (15) school days after receiving the Complaint, the Superintendent shall serve a written decision regarding the Complaint on the person alleging the Complaint.

2. "Level Three School Board" Within five (5) school days after receipt of the Superintendent's decision, if the person alleging the Complaint remains dissatisfied with the Superintendent's decision, the person may appeal to the School Board. The School Board shall hold a formal hearing as soon as reasonably possible, and serve a written disposition of the matter on the party or parties after the hearing. The decision of the School Board shall be final.

E. MISCELLANEOUS PROVISIONS

1. "Group Complaint" A complaint involving one or more persons and involving an administrator at or above the building level may be initially filed within the time limits specified above with the Superintendent.

2. The individual or group may, at their own expense, be represented at all stages of the grievance procedure.
3. "No Reprisals" No reprisals shall be taken by the Board or the administration against any person because of the person's participation in a Complaint.

4. "Filing of Materials" All records related to a Complaint shall be filed separately. However, any material used in resolution of the Complaint may be inserted in the personnel file of an involved employee if such action is part of the resolution of the Complaint.

5. "Complaint Withdrawal" A Complaint may be withdrawn at any level.

6. "Waiver of Steps" In the event the requested remedy is beyond the power of the Superintendent to grant, the Complaint, with approval of the Superintendent, may be filed initially with the Board as provided in item 4 of this policy.

11.14 TITLE I PARENT INVOLVEMENT

The Board of Education endorses the parent involvement goals of Title I and encourages the regular participation by parents of Title I eligible children in all aspects of the program. The education of children is viewed as a cooperative effort among the parents, school, and community. In this policy, the word "parent' also includes guardians and other family members involved in

supervising the child's education.

Pursuant to federal law, the District will develop jointly with, and distribute to parents of children participating in the Title I program a written parent involvement policy.

A meeting of the parents of participating Title I students will be held annually to explain the goals and purposes of the Title I program. Parents will be given the opportunity to participate in the design, development, operation, and evaluation of the program for the next school year and to participate in planning activities, to offer suggestions, and to ask questions regarding policies and programs. Parents will be encouraged to attend the meeting and to become involved.

In addition to the required annual meeting, at least three (3) additional parent meetings shall be held, at various times of the day and/or evenings, for parents of children participating in the Title I program. Notices will be sent to the parents and articles will appear in the local newspaper advising parents and interested persons of the meetings. These meetings shall be used to provide parents with:

- Information about programs provided under Title I;
- A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
- Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and
- The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program to the District level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings through payment of transportation and childcare costs.

The parents of children identified to participate in Title I programs shall receive from the school principal and Title I staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Parents will be advised of their children’s progress on a regular basis. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their children's progress. Parents will also receive inflation and training that will assist them in helping their children at home and at school.

Each school in the District receiving Title I funds shall jointly develop with parents of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff and students share the responsibility for improved student academic achievement in meeting state standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the state's academic achievement standards;
2. Indicate the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, monitoring television watching, volunteering in the classroom, and participating, as appropriate, in decisions

related to their child's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an on-going basis, with a minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

THIS POLICY REQUIRED BY THE ESSA EVERY STUDENT SUCCEEDS ACT

Legal References:
Public Law 103-382 (Improving America's Schools Act) Public Law 107-110 Every Student Succeeds Act

11.15 IMPACT AID PROGRAM MINIMUM STANDARDS FOR DISTRICT INDIAN POLICIES AND PROCEDURES (IPPS) (34 CFR 222.94)

The Oglala Lakota County Public School District #65-1 has six (6) attendance centers located in western South Dakota on the Pine Ridge Indian Reservation. The Oglala Lakota County School District (OLCSD) 65-1 is the local education agency that is responsible for serving the majority of the children on the reservation.
The Impact Aid Program will determine if a District is in compliance with the provisions of the law concerning consultation with the Indian community by periodically reviewing the District's documentation of its activities. The following are minimum standards for what should be included in Indian Policies and procedures (IPPs) submitted with a District's Annual Impact Aid Application.

§7704(a)(1)-(5) A local educational agency that claims children residing on Indian lands for the purpose of receiving funds under section 7703 of this title shall establish policies and procedures to ensure that**:**

1. The District will disseminate in a timely manner the following materials to tribal officials and parents: The Impact Aid application, evaluations of education programs assisted with Impact Aid funds, and plans for education programs the District intends to initiate or eliminate.

Procedure 1. A:

The Oglala Lakota County School District (OLCSD) #65-1 serves the public, and its meetings and records will be a matter of public information, except as such meetings and records pertain to individual personnel, students, and other matters required by law to remain confidential.

The Board supports the right of the people to know about the programs and services of the Oglala Lakota County School District and will make every effort to disseminate information. All requests for information will be acted on fairly, completely, and expeditiously. The official minutes of the Board, its written policies and guidelines, and its financial records will be open for inspection at the Administrative offices of the District by any citizen desiring to examine them during business hours when the office is open. (Reference: OLCSD #65-1 Policy Reference Manual, Section 11.02)

Procedure 1.B:

The Superintendent or designee will coordinate all activities relating to the publication of information concerning the schools or the appearance of news releases relating to school personnel or activities.

In addition to the use of the official newspaper as required by state law for specific announcements, the public schools will use all media available, both public and private, and the school media to keep the public informed as fully as possible on school matters.

The Board welcomes the active participation of newspapers, magazines, radio, television, and other mass communication media in promoting the cause of good education in our District and state. (Reference: OLCSD #65-1 Policy Reference Manual, Section 11.03)

2. The DISTRICT will gather information concerning Indian views, including those regarding the frequency, location, and time of meetings.

Procedure 2.A

The Oglala Lakota County School Board welcomes citizens of the Oglala Lakota County School District to attend its meetings to become better acquainted with the operations and programs of the schools. The Board also invites participation of all parents, other county residents, and Tribal Government at regular meetings, open hearings, and other events. (Reference: OLCSD #65-1 Policy Reference Manual, Section 11.06)

3. The DISTRICT will notify the Indian parents and tribes of the locations and times of meetings.

Procedure 3. A:

Meetings of the Board will be established at the Annual Meeting of the Board which shall be held on the second Monday of July unless a different date is chosen at the prior regular meeting*.
Special meetings may be held at the call of the President, or in the president's absence by the Vice-President, or a majority of the members.
Public notice of all meetings will be provided through publication in the official newspaper of the Oglala Lakota County School as well as any newspaper that requests notification.

* As of July 14, 2016, regular Board of Education meetings as OLCSD #65-1 are scheduled for the last Tuesday of every month (Reference: OLCSD #65-1 Policy Reference Manual, Section 2.15)

4. The DISTRICT will give tribal officials and parents of children residing on Indian land an opportunity to comment on the participation of such children on an equal basis with all other children in the education programs and activities of the DISTRICT.

Procedure 4.A:

The public has a right to listen in on open sessions of the Board, other than executive sessions, but the public has no right to be heard at Board meetings, other than required public hearings. The presiding officer may allow public comment provided it is not disruptive or excessively time consuming.

The Oglala Lakota County School Board welcomes citizens of the Oglala Lakota County School District to attend its meetings. Any individual who desires to speak about an item on the agenda is asked to present such request to the Superintendent, the Business Manager, or the Board President. The request shall be communicated orally or in writing prior to the meeting. (Reference: OLCSD #65- 1 Policy Reference Manual, Section 2.22)

5. The DISTRICT will assess the extent to which Indian children participate on an equal basis with non-Indian children in the education program.

Procedure 5.A:

The Board is committed to a policy of nondiscrimination in relation to race, sex, religion, national background, handicap and other human differences. Respect for the dignity and worth of each individual will be paramount in the establishment of all policies by the Board and in the administration of those policies. The Constitutions of our nation and state, pertinent legislation enacted at those two levels of government, as well as court interpretations regarding citizens' rights, undergird this statement.

The Board's policy on nondiscrimination will extend to students, staff, the general public and individuals with whom it does business. However, many federal grants have provisions requiring the granting of tribal preference. In such instances, the school may follow federal law and grant provisions without violation of the school's nondiscrimination policy.

Legal References:
20 USC §§ 1681-1688 (Equal Opportunity in Education Act) 29 USC §621 (Age Discrimination in Employment)
29 USC §701 (Vocational Rehabilitation) 42 USC
§§ 6101-6103 (Age discrimination)
Education for All Handicapped Children Act of 1975
Title IX, of the Education amendments of 1972 (Prohibits sex discrimination in federally-funded education programs)
Title VI, Civil rights Act of 1964 (Nondiscrimination in Federally Assisted Programs)
Title VII, Civil rights Act of 1964 (Prohibits discrimination by covered employers on the basis of race, color, religion, sex or national origin) (Reference: OLCSD #65-1 Policy Reference Manual, Section 1.02)

6. The DISTRICT has procedures for modifying education program, when necessary, to ensure that children residing on Indian land participate on an equal basis.

Procedure 6. A:

Rapid social change, technological development, and expansion of knowledge are facts of

contemporary life. Public education must respond appropriately. Therefore, it is imperative that individual schools, the school system as a whole, and the Board continuously review and evaluate existing programs and practices, and adjust, modify, or change them as found advantageous in effectively meeting the needs of all students and the expectations of the community.

The Board will hear regular reports on District programs and ongoing curriculum study and revision. It will consider recommendations of the staff for intensive curriculum study and may authorize the establishment of task forces to work in particular areas. It will also be receptive to the desires of parents and students in considering changes in the curriculum. (Reference: OLCSD #65-1 Policy Reference Manual, Sections 9.03 & 9.04)

7. The DISTRICT will regularly consult and involve tribal officials and parents in the planning and development of education programs and activities assisted with Impact Aid funds.

Procedure 7. A: (See Policy statements above)

Tribal Officials, parents, and community members provide program input via the annual survey and short and long-range goal sessions. All facets of the community, including school/staff, faculty, students, and tribal officials, participate in planning and development of all education programs through our regular monthly Board meetings, Parent/Community meetings, and individual attendance center initiatives.

8. The DISTRICT has a procedure for modifying policies and procedures based on tribes' or parents' assessment of the effectiveness of their input regarding the participation of Indian children on the DISTRICT's education program and activities.

Procedure 8.A:

Adoption of new policies or changing existing policies is solely the responsibility of the School Board. Policies will be adopted or amended only by the affirmative vote of a two-thirds (2/3) majority of the members of the Board when such action is on the agenda of a regular or special meeting.

To permit time for study of all new policies or amendments to policies and to provide an opportunity for others to react, proposed policies or amendments will ordinarily be presented as an agenda item to the Board in the following sequence: As an information item and first presentation, as a discussion item at the next regular meeting for revision suggestions and potential public comment, and finally as an action item at a third consecutive regular meeting to adopt or reject the proposed item.

The Board may dispense with the above sequence in its discretion by unanimous vote. Policies will be effective upon adoption by the Board or at such later date as may be indicated in the motion of adoption. Once adopted, policies of the Board will be available to the community, staff, and students. The Board may re-adopt its collection of written policies annually at the organizational meeting; however, failure to do so does not affect the validity of a properly adopted policy.

Legal References: SDCL 13-6-2 et seq.; 13-6-13.1; SDCL 13-8-1 through 13-8-5 (Reference: OLCSD #65-1 Policy Reference Manual, Section 2.22)

Procedure 8. B:

In an effort to keep its written policies up to date so that they may be used consistently as a basis for Board action and administrative decision, the Board will complete a full review at least every 3 years. The Board will evaluate how the policies have been executed by the school staff and will weigh the results. It will rely on the school staff, students and the community for providing evidence of the effect of the policies, which it has adopted.

The Board directs the Superintendent to recall all policy and regulation manuals periodically for purposes of administrative updating and Board review. (Reference: OLCSD #65-1 Policy Reference Manual, Section 2.25)

11.16 COMMUNITY AND PARENT INVOLVEMENT IN DECISION MAKING

The Board recognizes the importance of community and parent involvement with the program and the operations of the public schools. By working together, the quality of the educational program for students can only improve.

To foster mutual respect and confidence between the public, parents and the Board, an atmosphere of openness and honesty will prevail. The Board will encourage interested groups and representatives to express ideas, concerns and judgments about the schools to the school administration, to staff appointed advisory bodies and to the Board. It will be the Board's and Administration's responsibility to provide the public and parents with accurate and complete information on the schools and the Board's activities.

The advice of the public and parents will be given careful consideration. In the evaluation of such contributions, the first concern will be for the students and educational programs as this affects the students.

11.17 POLICIES AND PROCEDURES-DISTRICT PARENT INVOLVEMENT POLICY

The Oglala Lakota County School District #65-1 agrees to implement the following statutory requirements:

- The District will put into operation programs, activities and procedures for the involvement of parents in all of its schools with Title I, Part A programs, consistent with section 1118 of the Elementary and Secondary Education Act (ESEA).
- The District #65-1 will incorporate this District-wide parental involvement policy into its District plan developed under section 1112 of the ESEA.

In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, the District and its six schools will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format and including alternative formats upon request and, to the extent practicable, in a language parents understand.

- If the District plan for Title I, Part A, developed under section 1112 of the ESEA, is not satisfactory to the parents of participating children, the District will submit any parent comments with the plan when the District submits the plan to the State Department of

Education.

- The District will involve the parents of children served in Title I, Part A schools in decisions about how the 1 percent of Title I, Part A funds reserved for parental involvement is spent, and will ensure that not less than 95 percent of the 1 percent reserved goes directly to the schools.
- The District will be governed by the following statutory definition of parental involvement, and expects that its Title I schools will carry out programs, activities, and procedures in accordance with this definition:

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

(A) that parents are encouraged to be actively involved in their child's education at school;
(B) that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;
(C) the carrying out of other activities, such as those described in section 1118 of the ESEA.

DESCRIPTION OF HOW THE DISTRICT WILL IMPLEMENT REQUIRED DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

1. The District #65-1 will take the following actions to involve parents in the joint development of its District-wide parental involvement plan under section 1116 and 1118 of the ESEA:

    - Invite parents to review the District-wide policy at the monthly PAC board meetings at each school site.
    - Recommendations with possible changes presented to the School Board.
    - Invite parents to attend the school improvement meeting.

2. The District #65-1 will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance. The District #65-1 will coordinate and integrate parental involvement strategies in Part A.

    - Principals plan regular parent night activities.
    - After-school programs plan activities to involve parents in both the education and the recreation of their students.
    - Parents are invited to review curriculum and activities in their student's classroom quarterly.
    - Parent Training offered.

3. The District #65-1 will take the following actions to conduct, with the involvement of

parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The District will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (and with the involvement of parents), its parental involvement policies. The Parents Advisory Committee, PAC Board, along with each school principal will be evaluating the Parent Involvement policy each year. The final policy will be sent to the School Board for final approval.

4. The District #65-1 will build school and parent capacity for strong parental involvement; in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement through the following activities specifically described below:

    A. The District will, with the assistance of its Title I, Part A schools, aid parents of children served by the District or school, as appropriate, in understanding the following topics:

- the state's academic content standards,
- the state's student academic achievement standards,
- the state and local academic assessments including alternate assessments,
- the requirements of Part A,
- how to monitor their child's progress,
- how to work with educators, and other parental activities that support student learning:

B. The District will provide materials and training to help parents work with their children to improve their children's academic achievement at school.

C. The District will build relationships between parents and schools, by establishing activities that support building and sustaining relationships between the schools and parents.

D. The District will communicate with parents in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand:

ADOPTION

This District-wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs.

VOLUNTARY ENROLLMENT IN NON-PUBLIC SCHOOLS

Federal law, both the Impact Aid Program and the IDEA, require that the District consult with private schools located in the District and develop a method of sharing certain federal funds to provide special services to disabled children voluntarily enrolled in these schools by their parents. This requirement does not extend to disabled students that are excused from school pursuant to SDCL ch 13-27 in order to receive alternative instruction.

11.18 PARENT INVOLVEMENT GUIDELINES-TITLE I (Regulation)

The Board believes that activities to increase parental involvement are a vital part of the Title I Program. Parents will have an opportunity to design, implement, evaluate and suggest changes to improve the program.

GUIDELINES

• **Parental In-service**. Specific materials and suggestions will be provided to parents to assist in the education of their children at home. Suggestions for promoting educational activities at home will also be provided.

• **Student Program Report**. Parents will be provided with student program reports at the end of each reporting period. If necessary, periodic written reports will be mailed to parents.

• **Parent-Teacher Conferences**. Regular scheduled conference will be held each year to keep parents informed on the progress of their child. Other conferences may be held on request of the parent or teacher.

• **Parent Visitation**. Parents are permitted to observe classes at any time, after checking at the administrative office.

• **Parent Advisory Committees**. Parent Advisory Committees may be established at each school to review the overall program and to suggest changes.

• **Meeting**. At least one public meeting will be held annually where administrators, staff members, parents of participants, parent advisory committees and other interested parents may be present. Agenda items at this meeting will include:

Information concerning the views of parents and students about educational needs of Title I students and the priorities of student needs; Review Title I applications and make recommendations for improving program activities for ensuing projects; Review annual funding allocations and carry-over funds; Represent and express ideas and opinions of the parents and students of each school attendance area; Assist the District in the dissemination of Title I information to parents and the general public through the local media and a school newsletter; and Emphasis on supplemental instructional activities appropriate for achieving program goals and objectives.

• **In-service for Teachers**. Materials and information will be provided to teachers and other instructional staff involved in the program to assist them to work more effectively with the parents of participating students.

• **Announcements**. All parents and students are invited by newsletter or through the local media to the annual meetings or other scheduled meetings. Information will be disseminated at these meetings advising involvement requirements. Reasonable support for parental activities will be handled in a timely manner.

• **Policy Dissemination**. Policies, regulations, and other Title I information will be made available to parents at each of the scheduled meetings and at parents' request anytime during the school year. Parents will be given an opportunity to be involved in the policy development process.

Board Approved: October 16, 2025

11.19 COMPLAINT POLICY FOR FEDERAL PROGRAMS

A parent, student, employee, or District stakeholder who has a complaint regarding the use of federal funds and is unable to resolve the issue, may address the complaint in writing to the District's Superintendent.

Disputes addressing eligibility, school selection, enrollment, and other barriers to the education of

children and youth experiencing homelessness are also addressed under this procedure. Parents, guardians, and unaccompanied youth may initiate the dispute resolution process directly at the school they choose, as well as at the District or District's homeless liaison's office. A Complaint and Conflict Resolution Form can be found in the Appendix of this Policy Manual or by contacting the District Office. The parent or guardian or unaccompanied youth shall be provided with a written explanation of the school's decision including the rights of the parent, guardian, or youth to appeal the decision. Students should be provided with all services for which they are eligible while disputes are resolved. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought, pending resolution of the complaint.

- The Superintendent will investigate, within one week, the circumstances of the complaint and render a decision, within two weeks, after receipt of the complaint.
- The Superintendent will notify the complainant of the decision in writing.
- The complainant will be allowed one week to react to the decision before it becomes final.
- The complainant will either accept or disagree with the decision and will provide such acknowledgment in writing, addressed to the District Superintendent.
- If the issue is not resolved with the Superintendent, the complaint will be forwarded to the District's Board of Education for further review at the next scheduled Board meeting.

The parent or guardian or unaccompanied youth shall be provided with a written explanation of the District's decision including the rights of the parent, guardian, or youth to appeal the decision. Unresolved complaints may be forwarded by the stakeholder to the South Dakota Department of Education for review. (Consult SD Department of Education Complaint Procedure)

Board Approved: 10-16-2025



Oglala Lakota County School District 65-1

Section 12

SECTION 12

EDUCATION AGENCY RELATIONS

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12.03	Student Teachers	230

12.01 RELATIONS WITH OTHER SCHOOLS AND SCHOOL DISTRICTS

The Oglala Lakota County School Board will cooperate with and may develop contracts with the state, its agencies, and institutions, and any political subdivision thereof as well as the federal government and its agencies for educational purposes and services. These contracts may be developed for the following reasons:

A. To share the services of employees with other school districts and agencies;
B. To provide for educational services with the Bureau of Indian Education, Oglala Sioux Tribal Education Department or any other federal department or agency;
C. To provide for elementary and secondary education for students who reside within the school district of a bordering state;
D. To provide joint educational services for students who reside within the Oglala Lakota County School District with students who reside within a bordering state's school district;
E. To provide educational services for grades 7-12 with this School District and an adjacent school district or other educational agency.
F. Tuition for students taught under contractual educational arrangements will be collected as provided by law.
G. Approval for entrance into these contractual arrangements will be received from the Superintendent and School Board as needed.

12.02 VOLUNTARY ENROLLMENT IN NON-PUBLIC SCHOOLS

Federal law, both the Impact Aid Program and the IDEA, require that the District consult with private schools located in the District and develop a method of sharing certain federal funds to provide special services to disabled children voluntarily enrolled in these schools by their parents. This requirement does not extend to disabled students that are excused from school pursuant to SDCL ch 13-27 in order to receive alternative instruction. The District has adopted the following procedures.

The District shall provide students voluntarily enrolled in private schools with a genuine opportunity for equitable participation in accordance with the requirements in this part and the Individuals with Disabilities Education Act.

The District shall provide special education and related services designed to meet the needs of eligible private school children residing within the boundaries of the District consistent with state

requirements.

The District shall provide that opportunity to participate in a manner that is consistent with the number of eligible private school students and their needs. The District shall maintain continuing administrative direction and control over funds and property that benefit students voluntarily enrolled private schools.

12.03 STUDENT TEACHERS

The Board endorses current students participating in accredited teacher programs with colleges and universities for the purpose of training competent future teachers. The Superintendent is encouraged to cooperate with teacher preparatory institutions in placement of student teachers within the school system. In accepting and placing student teachers, the Superintendent shall consider local school needs including qualifications and interests of available cooperating teachers. Student teachers will be accepted on a limited basis and placed according to availability of competent cooperating teachers. The District may compensate student teachers at a negotiated rate. The District allows student teachers to retain their benefits and pay earned in excess of their student teaching hours according to college and university requirements, by mutual agreement with the District.

The Board authorizes the Superintendent to approve all prospective student teachers. A background check will be completed.

Legal References: SDCL 13-10-12 (Criminal background investigation)



Oglala Lakota County School District 65-1

Section 13

SECTION 13

SCHOOL RESOURCE OFFICER

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13.01 ANNUAL ACTION PLAN

The will work with building principals, or designee, representatives of the Oglala Lakota County Sheriff's Department, the Oglala Sioux Tribe Department of Public Safety, Oglala Sioux Tribal Education Director and other law enforcement jurisdictions to develop an annual plan for the deployment of officers, the investigation of crime, the training and use of equipment for authorized uniformed staff, and the maintenance of records and evidence. In so doing the Superintendent shall take into consideration, among other things:

- Prevention of potential crime within the school system;
- The needs and concerns of staff, students and the public;
- The concerns of the County government;
- The safety and well-being of officers;

Board Approved: 10-16-2025

13.02 GENERAL RESPONSIBILITIES

Officers will meet minimum District Physical Fitness requirements each year by participating in an annual review every May. Details of the program are located in Appendix 17 for specific details by age group.

The Physical Fitness assessment includes the following components:

- Sit-ups
- Push-ups
- Cardio Assessment
  - Standard Running Assessment (200 meter and 1 mile) or
  - Pack Test with weighted vest (.75 mile power walk)
  - Cycling Alternative available as a medical accommodation

Within the District, officers shall at all times take reasonable, **necessary** and appropriate action to: protect staff, students and property, preserve the peace, prevent crime, detect and detain violators within the school campus and property ~~of the law~~, and enforce all applicable laws, ordinances and departmental regulations coming within their assigned areas **of responsibility**.

All District SRO's are required to take reasonable, **necessary** and appropriate action to aid an officer or other person exposed to danger or in a situation where danger is imminent.

Board Approved: 10-16-2025

13.03 SRO IDENTIFICATION

Identification as School Resource Officer (Security) Officers shall identify themselves by wearing the official badge and uniform provided by OLCSD.

- Protective Gear: Duty gear with OLCSD Logo with Security Identification, protective vest, reflective gear
- Daily gear with OLCSD Logo with Security Identification

- Sentinel Uniform: Specific gear to identify a district sentinel in cases of emergency (may be a sash or vest).

Misuse of Identification Employees shall not use their official badge or identification to try to avoid the consequences of any illegal act, or to obtain services not offered to the general public. This includes, but is not limited to, cases where an officer is stopped for speeding, intoxication, disorderly conduct, **or other illegal or improper action**.

Board Approved: 10-16-2025

13.04 KNOWLEDGE OF LAW & REGULATIONS

All SRO's are required to be knowledgeable of District policies, State, tribal and federal criminal law, rules, regulations and ordinances, and of the requirements of these policies. In the event of an improper action or breach of discipline, it shall be the SRO's responsibility to be familiar with these laws, rules, regulations and procedures.

Board Approved: 10-16-2025

13.05 PROHIBITED ACTIONS WHILE ON DUTY

SRO's are required to document the times they are on duty or attending training sessions or are on school property. SRO's are strictly prohibited from engaging in any of the following activities or actions while on duty, **including but not limited to the following**:

1. Sleeping or inattentiveness
2. Recreational reading, except at meals.
3. Conducting private business other than a quick meeting or phone call,
4. Possessing, purchasing, using or being under the influence of alcohol or an illegal drug
5. Officers are strictly prohibited from using non-duty related electronic equipment.
6. Absolutely no texting while driving.
7. Loitering in a public place for other than official reasons
8. Leaving their assigned duty sites during their on-duty hours, including lunch periods, unless approved by the supervisor.
9. No officer shall report to an assigned area, or carry a weapon when that officer is under the influence of any controlled or prescribed drugs or internal medications being used that may adversely impact on duty performance, or impair judgment or motor skills.

Board Approved: 10-16-2025

13.06 SCHOOL SENTINELS

Pursuant to the authority granted under SDCL 13-64-1, the School Board has created and established a school sentinel program to secure and enhance the deterrence of physical threat and defense of the school, its students, its staff and members of the public on the school premises against violent attack**.**
Prior to implementation, the School Board has obtained the approval of law enforcement officials of the Oglala Sioux Tribal Department of Public Safety and the Oglala Lakota County Sheriff's Office~~,~~ all persons acting as a school sentinel must have first successfully completed a school sentinel training course as defined by the South Dakota Law Enforcement Officers Standards Commission. Prior to doing so, the School Board shall report any material changes in the school sentinel program's personnel or protocols, to the Oglala Sioux Tribal Department of Public Safety and the Oglala Lakota County Sheriff's Office.

All school sentinel must meet the following qualifications as established by Law Enforcement Officers Standards Commission:

1. Must be a citizen of the United States;
2. Twenty-one (21) years of age at time of appointment;
3. Fingerprinted by a qualified law enforcement officer;
4. Of good moral character;
5. Graduate of an accredited high school or possess high school equivalency certificate;
6. Complete physical examination by physician who certified that employee is able to perform duties assigned;
7. Interviewed and obtained approved by School Board to apply to the school sentinel basic training course;
8. Obtain written approval by all local law enforcement agencies with jurisdiction over the school premises to apply to school sentinel basic training course;
9. Has not unlawfully used any prescribed drug, controlled substance, or marijuana within one year before the time of application for training;
10. Has a valid concealed weapons permit.

In implementing the school sentinel program, the School Board has not and shall not arm any individual teacher or other District employee without first obtaining the employee's free, willing, and voluntary consent. No District employee may be censured, criticized, or discriminated against for unwillingness or refusal to carry firearms as authorized by state law.

Board Approved: 10-16-2025

13.07 SENTINEL TRAINING REQUIREMENTS

All Sentinels are required to participate in and document their participation in a minimum of annual training on the lawful and appropriate use of force and deadly force before they are allowed to continue to carry the use of firearms. This training is designed to reflect current standards, case law and Department policy. It addresses, but is not limited to, the use of force in general, the use of physical and mechanical force, the use of deadly force, and the limitations that govern the use of force.

- **Scope of Protection:** Security personnel acting in good faith and within the scope of their assigned duties, training, and written procedures shall receive organizational support and legal backing to the fullest extent permitted by law.
- **Legal Defense:** The ~~organization~~ District shall, through their insurance carrier, provide legal representation for security personnel facing civil or criminal allegations arising from actions taken within their official duties, provided such actions were:

- Consistent with established laws, protocols and training
- Taken in good faith
- Within the course and scope of their assigned responsibilities
- Not involving willful misconduct or criminal behavior

- **Indemnification:** Subject to applicable law and available insurance coverage, the District ~~organization~~ shall indemnify security personnel against financial liability for damages arising from authorized actions performed in the course of their duties.

- **Administrative Support:** Personnel shall receive administrative support during any complaints and/or investigations of incidents occurring within the scope of their duties.

FIREARMS USE AND REQUIREMENTS

Authority to Carry a Firearm

OLCSD shall grant authority for properly trained officers to carry firearms for official purposes.

All officers shall receive firearms instruction and certification before being allowed a weapon.

Firearms Policy- compliance with federal regulations

The OLCSD will follow the requirements of 25 C.F.R. Part II on weapons management and certification and State of South Dakota.

Firearms Qualifications

A. Officers may be authorized to carry firearms during official firearms qualifications and training.
B. SRO's are required to receive one (1) or more hours of training in firearms policy and safety and are required to be firearms certified by a qualified firearms instructor.
C. Any SRO who fails to qualify for firearms certification shall surrender his or her firearm to the instructor and be reassigned to duties which do not require the use of a firearm, pending re-qualification.
D. Any officer who fails to qualify after three (3) attempts shall attend remedial retraining in

firearms proficiency before re-qualifying.

E. Officers must meet a scope of seventy six percent (76%) or better during annual re-qualifications to be qualified to carry a firearm.
F. Any SRO who fails to qualify for firearms certification shall surrender his or her firearm to the Superintendent of OLCSD.

Firearms Training OLCSD approved firearms qualification courses include:

- F.L.E.T.C. Federal Law Enforcement Training Center
- The National Rifle Association National Police Course
- The National Rifle Association 25 yd. Course
- The National Rifle Association Practical Pistol Course
- The State of South Dakota Firearms Qualification Course
- The Federal Bureau of Investigation Practice Pistol Course

Department Authorized Firearms

A. OLCSD SRO's will be issued an OLCSD approved hand gun with adequate rounds of issued ammunition.

B. An AR-15 will be assigned to each school.
C. Officers will be provided a receipt when they receive any firearm from the OLCSD and they shall sign and give a receipt to the OLCSD acknowledging their acceptance of the weapon.
D. No officer may be given a firearm by the OLCSD in the absence of a letter of certification from a certified firearms instructor. A copy of this certification shall be maintained by OLCSD and a second copy shall be retained in the officer's personnel file at Human Resources.

Board Approved: 10-16-2025

13.08 SERVING SCHOOL AND COURT PROCESS

The SRO shall accompany legal process servers or law enforcement who are attempting to serve either civil or criminal process, including but not limited to arrest warrants, search warrants, notices to quit, evictions, restraining orders and court process, at any time that the District is asked to allow service. The SRO shall escort the server to the school principal. The SRO shall not allow process servers or law enforcement to be disruptive to or cause embarrassment to students and staff, or otherwise interfere with the operations of the school.

Board Approved: 10-16-2025



Oglala Lakota County School District 65-1

Appendices

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APPENDIX 1

REQUEST FOR WAIVER OF CONFLICT OF INTEREST
THIS IS A PUBLIC DOCUMENT

Pursuant to the provisions of SDCL § 3-23-8, the undersigned hereby requests that the Board of Education authorize and waive any direct benefit from a contract based upon the following facts and circumstances:

1. Parties to the contract are as follows: _____

_____

_____

2. Individual's role in the contract: _____

_____

_____

3. The purpose or objective of the contract: _____

_____

_____

4. The consideration or benefit conferred or agreed benefit to be conferred by each party:

    a. Benefit to District: _____

    _____

    b. Benefit to Individual: _____

    _____

5. Duration of Contract

Appendix 2

ADA COMPLAINT FORM (page 1 of 2)

Complainant: _____

Home Address: _____
Work/School Address: _____
Home Phone: _____ Work Phone: _____

Date (s) of Alleged Incident(s): _____

Name of person you believe subjected you to Discrimination: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____
Describe the incident(s) as clearly as possible, including such things as; which rights you believe were violated; any verbal statements (i.e. accommodations requested, accommodations provided/denied or actions taken, etc.); *(Attach additional pages if necessary.)*

_____

_____

_____

_____

This complaint is filed based on my honest belief I have been subjected to discrimination. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

_____ _____

Complainant's Signature Date

_____ _____

Received by Date

Action taken by Oglala Lakota County School District:

_____

_____

_____ _____

ADA Coordinator • Oglala Lakota County Schools Date

6. Explanation of why you believe waiver should be granted: _____

Dated and signed this___ day of _____.

_____
Signature
Position: _____

ACTION BY BOARD:

Date received request for waiver: _____

Date Board considered request for waiver: _____

Action taken by Board: _____

The terms of the contract are fair, reasonable and not contrary to the public interest:

Yes_____ No _____

Vote in favor ____ Vote against ____
(No BOARD MEMBER MAY PARTICIPATE IN ORVOTE UPON *A* DECISION IN WHICH A BOARDMEMBER DERIVES *A* DIRECT BENEFIT.)

Date filed with Auditor-General and Attorney General: _____

Name and Title of Individual filing form: _____

Appendix 3

BOARD MEMBER OATH OF OFFICE FORM

Do you solemnly swear, that you will support the Constitution of the United States and the Constitution of South Dakota; and that you will faithfully and impartially perform your duties as a member of the School Board of Oglala Lakota County School District, Oglala Lakota County, South Dakota, to the best of your ability, and in accordance with the laws now in effect and hereafter to be enacted, during your continuance in said office, and until your successor is elected and qualified? (The answer is: "I do.")

_____

Board Member's Signature

The following additional ceremony may be used:

I AGREE THAT:

I will observe and enforce state laws and regulations pertaining to education. I will accept as a Board member as a means of unselfish service.
I will transact school business only in regular sessions.
I will represent the entire community without fear or favor. I will remember at all times that I am one of the team.
I will accept all Board decisions once they are made and assist in carrying them out effectively.
I will delegate action to the chief school administrator as the Board executive and to confine Board action to policymaking, planning, and appraisal.
I will employ only competent, trained personnel and these only on the recommendation of the chief school administrator.
I will preserve the right and obligation of teachers to teach controversial issues fairly and without bias.

Policies provide direction through governance. Superintendents can provide details through regulations and exhibits. The Board can always make a determination whether a regulation or exhibit carries out a policy.

Legal Reference: SDCL 13·8-14

Appendix 4

Copyright Infringement Notice

DMCA NOTICE (Digital Millennium Copyright Act)

www aksd cam contains text, images and other material copyrighted by the Oglala Lakota County School District and others that may not be copied, distributed or reused in any way without prior written consent unless otherwise provided in the material. The Oglala Lakota County School District is not responsible for the content of third·party material provided to or linked with this site. Use of the site constitutes waiver of any claim arising from the material or its manner of presentation including without limitation unintended malware.

Copyright Infringement
Acting under 17 USC, §512, (DMCA) the Oglala Lakota County School District has adopted procedures for receiving any claims of copyright infringement and for addressing all such claims. If you have a claim of alleged copyright infringement by material posted on the Oglala Lakota County School District's website, you must submit written notice to our registered agent for notice of claims of copyright infringement:

Office of the Superintendent PO Box 109
Batesland, SD 57716·0109 Tel:
605·288·1921
Fax: 605·288·1814

NOTICE REQUIREMENTS:

1. Your physical or electronic signature;
2. Identification including date of the copyrighted work alleged to have been infringed;
3. Identification of the allegedly infringing material **in** a sufficiently precise manner to allow the Oglala Lakota County School District to locate that material including the URL;
4. Contact information by which the Oglala Lakota County School District can contact you (including complete postal address, telephone number and email address);
5. *A* statement of your good faith belief that the use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent or the law;
6. *A* statement that the information in the written notice is accurate; and
7. A statement under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Do not send complaints, comments, or inquiries unrelated to your alleged copyright infringement to the Districts designated agent.

Appendix 5

LAW ENFORCEMENT REQUEST REGARDING PARENTAL NOTIFICATION

I, _____here with certify that I am duly appointed and acting Law Enforcement Officer/Department of Social Services Investigator *{select one}* and that I am investigating a case of suspected child abuse or neglect.

I further certify that I have directed the school officials of the Oglala Lakota County School District to refrain from contacting the parent or guardian of _____,a minor student enrolled in the School District regarding my request to interview the named student.

_____ _____

Signature of Investigating Officer Date

_____ _____

Signature of School District Administrator Date

Appendix 6

STUDENT COMMUNICABLE DISEASE GUIDELINES (Regulation)

Numerous communicable diseases may affect a school-age population and/or school staff. Some of these have a high degree of communicability. Some are life threatening in nature. Some are both.

Disease and Incubation Period*	Rules for School Attendance
Acquired Immune Deficiency Syndrome {AIDS) *6 months-five years	Determination will be made by the Advisory Committee as outlined in the Communicable Disease policy.
Chicken Pox *14-21 d s	The student may attend school after all pox are dry and scabbed.
Cytomegalovirus (CMV) Salivary Gland Viruses	The student may attend school. Precautions should be taken by contacts with immunosuppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Fifth Disease (Erythema lnfectiosum) *6-14 days	The student may attend school with Physicians permission.
Giardiasis (Intestinal Protozoan Infection) *5-25 days or longer.	The student may attend school if the student practices independent and hygienic bathroom skills. Other students may attend school after the third day of drug treatment. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex *2-12 days	The student may attend school during an active case if the student has the ability and practices personal hygiene precautions and the area of lesion is covered.
Impetigo *Variable4-10 Days	The student may attend school if treatment is verified and covered or d-y.
Infectious Hepatitis *15-40 days (Average 25 days)	The student may attend school with physician's written permission and if the student has the ability to take appropriate personal hygiene precautions.
Measles (Red, Hard, Rubeola, 7-day) *8-14 days	The student may attend school after a minimum of seven (7) days. Students who have had contact with measles may attend school if immunization is up to date.
Infectious Mononucleosis (Glandular Fever) *2-6weeks	The student may attend school with physician's permission. The student may need adjusted school days and activities.

Appendix 7

AUTHORIZATION FOR DISPENSING MEDICATION FORM
TO BE COMPLETED BY PARENT OR GUARDIAN

I request that my child _____, in grade____ receive the medication as prescribed by our physician as instructed in the form below. The medication is to be furnished by me as required by Board policy. I understand that the Oglala Lakota County School District is rendering a service and does not assume any responsibility for this matter. I further understand that the school nurse or other designated person will administer the medication.

_____ _____

Signature of Parent or Guardian

_____

TELEPHONE NUMBER

_____

TO BE COMPLETED BY PHYSICIAN:

I request that my patient named above receive the following medication:

Student name: _____

Diagnosis: _____

Name of Medication: _____

Prescribed dosage and means of administration:

_____

Time to be taken during school hours: _____

_____

Expected duration of treatment: _____

Possible side effects and adverse reactions:

_____

Other recommendations:

_____

SIGNATURE OF PHYSICIAN _____

TELEPHONE NUMBER _____DATE _____

NOTE: WHENEVER POSSIBLE, MEDICATION SHOULD BE GIVEN AT HOME. EVERY EFFORT SHOULD BE MADE TO AVOID DISPENSING MEDICINE DURING SCHOOL HOURS.

Appendix 8
HARASSMENT/BULLYING INCIDENT REPORT FORM

Date of Incident: _____Time of Incident: _____ Location of Incident:_____

Name of Student being bullied or harassed: _____

Grade and Classroom: _____

Student(s) initiating bullying or harassment:

_____

_____

_____

Type of harassment or bullying (check all that apply):

_____ Racial _____ Sexual _____ Disability _____Age _____Religious _____Other

Describe the incident:

_____

_____

Stated or identified inappropriate behavior as (check all that apply)

___Name calling
___Stalking
___Inappropriate gesturing
___Staring/leering
___Writing/graffiti
___Threatening
___Taunting/ridiculing
___Inappropriate touching
___Spitting
___Demeaning comments
___Stealing
___Damaging property
___Shoving/pushing
___Hitting/kicking
___Flashing a weapon
___Intimidation/extortion
___Other

Witness(es) present:

_____

Physical evidence (check all that apply):
___graffiti ___notes ___email ___websites ___photos ___video/audio recording ___weapons

Staff signature: _____

Parent(s) contacted: _____Date and Time: _____

Administrative Response taken:

_____

_____

_____

Appendix 9
Eighth Grade End of the Year Field Trip - Eligibility Form

I, the undersigned understand that the end of the year trip is a privilege for my student that they must earn in order to be eligible to attend. Eligibility for the trip is contingent upon the following:

1. Students who have been arrested while at school {or a school sponsored event) are NOT eligible.
2. Students with drug and/or alcohol related offenses are NOT eligible UNLESS they complete a drug and alcohol evaluation and a treatment plan in place. This plan must be shared with the Principal.
3. Students attending the trip will have their bags searched by a staff member before leaving for the trip.
4. Parents/ Guardians must sign this form to be eligible for the trip. Students who enroll after April 1st, {insert current year) are NOT eligible for the trip.
5. Parents/ Guardians must sign a medical release form (to be provided later in the year) in order for their student to be eligible for the trip.
6. Parents / Guardians must sign a form verifying how much money and in what form, the student is taking on the trip

FORM MUST BE SIGNED IN FRONT OF A STAFF MEMBER THE DAY WE LEAVE FOR THE TRIP. School staff is NOT responsible for students' money.

Student Name:_____

Signature:_____

Date:_____

Parent or Guardian Name:_____

Signature:_____

Date:_____

Principal Signature:

_____

Date: _____

Appendix 10

STUDENT MEDIA RELEASE PERMISSION FORM

Throughout the school year your child will reach goals and accomplishments that we like to recognize them for, publicly, but we can't do so without your permission. There may be times when Oglala Lakota County School District (OLCSD) staff, with the approval of the school principal, may take photographs of students, audio/videotape students, or interview students for school related stories in a way that would individually identify a specific student. Those photographs and/or videotaped images or interviews may appear in District/School publications, in District/School video productions, on the District/School website, on District authorized social networking sites for example, Facebook, Twitter or in the news media. To authorize your child's photographs and/or videotaped image or interview to be used for these purposes, please complete this form and return it to your child's school.

_____**(Please initial) YES** - I **hereby grant** unto the Oglala Lakota County School District permission and unlimited license to use my child's photograph and/or videotaped image or interview for the purposes mentioned above. I understand and agree that OLCSD may use the license and these photos and/or videotaped images or interview in subsequent school years unless I revoke this authorization and license in writing to the school principal or superintendent. I further grant unto the Oglala Lakota County School District permission to merit my child to be photographed, audio, recorded/videotaped, or interviewed for school related stories or articles, and I waive any subsequent claims or lawsuits arising from the recording ofmy child and any product containing my child's image.

_____ **(Please initial) Nil** - I **DO NOT grant** permission to Oglala Lakota County School District to use my child's photos and video.

Student's Name: _____

School: _____

Parent/Guardian Name: _____

Address: _____

City/State: _____ **Zip Code:** _____

Telephone Number: _____

Parent/Guardian Signature: _____Date: _____ _

***Students 18 years or age or older may sign this release for themselves.**

***Please complete a form for each child.**

Appendix 11 (Page 1 of 2)

OLCSD Facilities Use Agreement Form

This agreement entered into this day _____ of 20___between the Oglala Lakota County School District (hereinafter referred to as "LESSOR") and _____(hereinafter referred to as "LESSEE") is intended to allow LESSEE to use specified School District facilities _____for the purpose and time specified.

The date of the usage is from _____a.m./p.m. the _____

to_____a.m./p.m. the _____day of _____.

LESSOR will charge LESSEE a deposit fee for use of facilities. LESSEE will deposit with the building principal a deposit which will be returned at the end of the lease when the facility has been returned to its original condition.

FolJowing are the deposit fees for all Schools:

$50 deposit for use of gyms

$25 deposit for kitchen or meeting rooms (if applicable)

$200 deposit on use of scoreboard in gym

The person signing the application will agree to replace or pay for all damages or lost equipment or material when directed to do so by the school administration.

LESSEE agrees and certifies that the school facility shall not be used for religious teachings or use of any kind, with the exception of funerals. LESSEE agrees to return the facility to the condition it was at the commencement of the usage, including cleaning, disposing of all trash and litter, returning desks/tables/chairs and other equipment to the original location, and all other such acts necessary to return the facility to its original condition. In the event LESSEE does not return the facility to its original condition, LESSEE will forfeit all of the cleaning deposit as a cleaning fee to LESSOR. In addition, LESSEE agrees to turn off all lights and lock all doors at the conclusion of the usage.

LESSEE agrees to hold harmless LESSOR, its agents, officers and employees, from all claims for liability, including reasonable attorney fees, arising from LESSEE's use of the premises. LESSEE further agrees not to conduct nor permit the conduct of an illegal activities or activities in violation of District policies on the premises during the time of usage.

Appendix 11 (Page 1 of 2)

OLCSD Facilities Use Agreement Form

I have received a copy of the Oglala Lakota County School Board policies pertaining to facility usage. By signing I agree to all the conditions set forth in these policies.

_____

LESSEE DATE

_____

EMAIL PHONE

_____

LESSOR DATE

_____

Date and amount deposit received

_____

Signature of staff person (Lessor) receiving deposit Description of Equipment (if applicable)

***Before deposit is returned, both Lessor and Lessee have inspected the facility to ensure it has been returned to its original condition.*

_____

Date and amount deposit returned

_____

Signature of person (Lessee) picking up deposit

Appendix 12
COMPLAINT AND CONFLICT RESOLUTION FORM

Number:._____ Received by:_____Date Received: _____

Name of Complainer:_____

Subject of Complaint:._____

District Policy Violated: _____

Area of Concern (Please Circle One of the Following Categories):

Grading	Activities	Curriculum
Policy	Homework	Teaching Behaviors
Title IX	ADA/504	Teaching Methods
Communication	Harassment	Other

Nature of the Concern (attach additional sheets if necessary):_____

_____

_____

Resolution Desired:_____

Signature:_____Date: _____

Level 1

Date of Meeting:_____

Response: _____

_____

Administrator's Signature:_____Date: _____

Level 2

Date Received:_____ Date of Meeting:._____(if held)

Response:_____

_____

Superintendent's Signature:_____Date: _____

Level 3

Date Received: _____ Date of Board Hearing:_____

Response:_____

Appendix 13

REQUEST FOR RECONSIDERATION OF COMPLAINT REGARDING INSTRUCTIONAL MATERIALS

Title of Instructional Material _____

Author or Publisher _____

Location of Material *Classroom I Library* (Choose one) School _____

Section of the Material Objected to: _____

Specific Nature of the Objection: _____

(Use additional sheets if needed)

Action you wish the Oglala Lakota School District to take regarding the material:

_____

Name of District Employee(s) you have spoken with:

Name _____Date of contact _____

Name _____Date of contact _____

Your Name and Address: _____

_____

_____Date _____

(To be completed by School District)

Final Action Taken: _____

Action Taken by: _____Date _____

Signature of District Employee _____Date _____

Appendix 14

Oglala Lakota County School District Educational Advancement Program

To support currently employed and in good standing staff to continue their education, Oglala Lakota County School District has created the Educational Advancement Program.

The program's goals will be to successfully support employees through their educational goals and advancement within the school district.

Oglala Lakota County administrators know the challenges facing employees and want to be proactive in supporting current employees to advance their careers.

To do so, Oglala Lakota County will institute three support areas to which an employee can request assistance. Upon completion of the educational goal, the employee will either commit to remaining in the district in a position for two contract years or reimburse the school district for time/support for the assistance period.

Application: All employees seeking support in the Educational Advancement Program will complete an application designating their needs and explaining how the support will be utilized to, in turn, help the school district.

Area 1 Support: Time
To support employees who may have class time during the work day, Oglala Lakota County will offer Professional Leave. To utilize Educational Leave, the employee will submit their course times/dates to the school principal for approval for the semester. Upon approval of the principal, the leave will be submitted to the Superintendent for final approval. Time will be accounted for as the employee's current pay rate for the time away from the position.

Area 2 Support: Books and Course Costs
To support employees committed to returning and working in the school district, Oglala Lakota County would help support students who have exhausted financial aid/FAFSA/other avenues but are seeking to improve their education. The employee would need to supply their financial aid statement of need and the costs of the semester course. This support may be books, course costs, or both as designated by the financial need.

Area 3 Support: Certification
To support employees at the end of their coursework, Oglala Lakota County School District would help employees with financial assistance to gain certification in their field. The employee would provide documentation of the financial aid needed.

Employees accepted into the program will be tracked for course completion and will need to submit transcripts each semester to continue services.

Each semester the employee will bring documentation to the Director of Curriculum, Instruction, and Assessment for approval and provide any new information for the next course. A file will be kept documenting all employee assistance given with the cost to the district.

At the end of the assistance program, the employee will be given the cost analysis of the support. The employee can elect to set up a payment plan to reimburse the school district for the support, or the employee can elect to remain employed for two years. The employee support will be paid in full upon completing the second contract. For accounting purposes, the full amount calculated will be divided equally, and each of the two years will constitute ½ payment. If the employee leaves after one year of service, the amount due will be calculated based on time served in the district.

Full Name	School Site

College/University	
Semester Dates	
Courses	

1. Use the following space to share your career goals and how assistance from Oglala Lakota County will help you.

2. Use the following space to share how you can commit to Oglala Lakota County Schools upon completion of your degree.

Select your intent:

	I intend to continue employment with Oglala Lakota County School District for two years upon completing my degree. I understand that I will not be charged any repayment fees if I work for two years.
	I intend to repay the assistance after my degree to Oglala Lakota County.

_____ _____

Employee Signature of Agreement Date

_____ _____

Principal Signature of Agreement Date

_____ _____

Finance Director Signature of Agreement Date

_____ _____

Superintendent Signature of Agreement Date

Oglala Lakota County School District Educational Advancement Program Employee Tracking

Full Name	School Site

Date	Description of Assistance	Cost per unit	Total Cost

Oglala Lakota County Credit Card Procedures
Revised and Approved 1-12-2023

1. Purchase orders must be completed prior to using a district credit card.
2. In the event of an emergency, the card holder must contact the Business Manager immediately and follow up with the purchase order and receipts.
3. All credit cards are the property of Oglala Lakota County School District and authorized users shall take the necessary precautions to ensure the safekeeping of the card.
4. Each cardholder must read and sign a statement agreeing to adhere to the credit card procedures.
5. Purchases such as those costs associated with travel and equipment/supplies are allowed.
6. The credit card may not be used for any kind of personal purchase. No exceptions.
7. No cash advances will be allowed.
8. The purchase order must be approved.
9. The cardholder will be responsible for submitting the purchase order and receipts for payment processing. In cases where the card holder allowed another employee to use the card to make an authorized purchase, the initiating employee will be responsible to submit the approved purchase order and receipts to the card holder.
10. Receipts are required for all purchases and must accompany the purchase order.
11. Monthly credit card reconciliations must be completed and submitted to the Business Office by the 5th of the next month. Failure to submit completed reconciliation with the purchase orders and receipts, will result in the entire amount of the credit card purchases deducted from the cardholder's payroll check.

Appendix 15 (Page 2 of 3)

Oglala Lakota County Credit Card Agreement

This agreement must be signed each year when an employee is issued a district credit card.

I understand that the credit card issued to me must only be used for allowable purchases and I will not use the credit card for personal purposes. If personal charges are conducted with the district credit card, the entire amount will be deducted from the employee's payroll check and the employee will face disciplinary consequences.

I understand that I must submit a purchase order prior to using the credit card and that I will be responsible to reconcile each month with all of the receipts to the Business Office no later than the 5th of the next month.

If I do not submit the purchase order and receipts within the timeline provided, the entire amount of the purchase will be deducted from my payroll check.

If I do not adhere to this agreement, I face the consequence of having the credit card revoked.

_____

Employee Signature Date

_____

Business Manager Date

_____

Superintendent Date

Appendix 15 (Page 3 of 3)

Oglala Lakota County Credit Card Agreement Employee Usage Agreement

This agreement must be signed when an employee requests to use a district credit card.

I understand that the district credit card lent to me must only be used for allowable purchases and I will not use the credit card for personal purposes. I understand that if personal charges are conducted with the district credit card, the entire amount will be deducted from my payroll check and the I will face disciplinary consequences.

I understand that I must submit a purchase order prior to using the credit card and that I will be responsible to deliver all of the receipts to the card holder no later than the next working day.

If I do not submit the purchase order and receipts within the timeline provided, the entire amount of the purchase will be deducted from my payroll check.

Employee Signature Date

District Card Holder Date

Oglala Lakota County School District
Batesland ● Wolf Creek ● Rockyford ● Red Shirt ● Lakota Tech ● Virtual High School

Staff Network/Internet User Agreement

Introduction

We are pleased to offer staff of the Oglala Lakota County School District access to the district computer network resources, and the Internet. To use these resources, staff must sign and return this form. Please read and complete this document carefully, review its contents, and sign and initial where appropriate. Any questions or concerns about this permission form or any aspect of the computer network should be referred to your school's Site Technology Coordinator.

General Network Use

The network is provided for staff to conduct research and projects. Access to network services is given to staff that agree to act in a considerate and responsible manner. Staff is responsible for good behavior on school computer networks. To ensure the use of electronic communication systems in the District are compliant with this agreement, network administrators may monitor usage of District purchased equipment from time to time. Access is a privilege -not a right. As such, general school rules for behavior and communications apply and users must comply with district standards and honor the agreements they have signed (see over).
Network storage areas may be treated like school lockers. Network administrators may review files and communications (i.e. computers, emails, cell phones, pagers, chat, instant messaging) to assure that they are used appropriately and to maintain system integrity and ensure that users arc using the system responsibly. Users should not expect that files stored on district servers would ever be private, as electronic systems are not personal property, including school internet, staff/students have no expectation or right of privacy related to their use of District Electronic Communication Systems.

Internet / World Wide Web

Access to the Internet will enable staff to use thousands of libraries and databases, including DDN Infinite Campus. Within reason, limited freedom of speech and access to information will be honored. Staff should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate or potentially offensive to some people. While our intent is to make Internet access available to further educational goals and objectives, staff may find ways to access other materials as well. Filtering software is in use, but no filtering system is capable of blocking l 00% of the inappropriate material available on the Internet. We believe that the benefits to staff from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages. Ultimately, staff is responsible for setting and conveying the standards that they should follow when using media and information sources. To that end, the Oglala Lakota County Schools support and respect each staff member's right to decide whether or not to apply for independent Internet access at the staff/students own expense.

Publishing to the World Wide Web

Staff, your work may be considered for publication on the World Wide Web, specifically on your school's web site. Such publishing requires your permission (see over). Notwithstanding the foregoing, to the extent your original work is in performance of your contract with the District, it is considered a work for hire and the District has copyright interests in the material. The work will appear with a copyright notice prohibiting the copying of such work without express written permission. In the event anyone requests such permission, those requests will be forwarded to you and the administration.

Email

Email, Instant Messaging, Chat, Text Messaging using District supplied equipment should be courteous,

professional, and business oriented if permitted. Remember, what seems humorous as it is being written may not be humorous when read by the recipient, whether inside or outside the District. Email, Chat, or Instant Messaging to anyone will not be tolerated if it is interfering with normal duties and could lead to termination of usage if abused. Employees may not disclose or use proprietary or confidential information except as required by their jobs, security must be used at all times to protect confidentiality. Disclosure includes electronic transmission of information. Anyone who violates this policy will be subject to discipline and possible legal recourse for such things as defamation and stalking.

Oglala Lakota County Schools
Staff Network/Internet User Agreement
To use networked resources, all staff must sign and return this form. The activities listed below are not permitted:
• Sending or displaying offensive messages or pictures
• Using obscene language, defamatory, offensive or harassing via any Electronic Communication (email, chat, text messaging, or websites)
• Giving personal information, such as complete name, phone number, address or identifiable photo, without permission from teacher and parent or guardian
• Harassing, insulting or attacking others
• Intentional or negligence causing damage or modifying computers, computer systems or computer networks will result in monetary charges related to repair, replacement or reconfiguration
• Installing or attempting to install any program, game or application not approved by the District
• Violating copyright laws
• Using others' passwords
• Trespassing in others' folders, work or files
• All Chat Rooms, Multimedia Downloads, Outside Email (Google, Yahoo, Hotmail, etc.)
• Social Networking Websites are Blocked and not allowed access on the school networks
• Employing the network for commercial purposes, financial gain, or fraud.
• Accessing and playing games not approved by the teacher or administration
• Hacking Sites, Games or Gambling Sites and Proxy Avoidance Sites are Blocked

Violations may result in a loss of access as well as other disciplinary or legal action.

User Agreement:
As a user of the Oglala Lakota County Public Schools computer network, I hereby agree to comply with the statements and expectations outlined in this document and to honor all relevant laws and restrictions.

In consideration of being allowed to access the network and internet on school equipment at no cost to myself, I hereby waive any and all right or expectation of privacy I may have under state or federal law with respect to any material, including without limitation, email, instant messaging, document storage, usage history and the like and access to such material by the Oglala Lakota County School District.
(Initial appropriate items)
_____ I agree to use the network responsibly
_____ I grant permission to have my name for staff listing 0r recognition published to the World Wide Web

Signature _____ Date _____

Appendix 16
OLCSD Procurement Plan
Board Approved: December 23, 2024

Oglala Lakota County School District

SSE

PROCUREMENT PLAN
FOR CHILD NUTRITION PROGRAMS

Printed Name: Food Service Director	Date
Signature	
Printed Name: Superintendent	Date
Signature	

SECTION I- Procurement Plan Requirements

The plan for Oglala Lakota County School District is to procure items for use in the Child Nutrition Programs and is as follows:

Oglala Lakota County School District procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

A. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:
   I. Be necessary and reasonable for proper and efficient administration of the program(s)
   II. Be allocable to federal awards applicable lo the administration of the program(s)
   III. Be authorized and not prohibited under state and local law.

B. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Threshold	**SFA/LEA Procurement Threshold**
Micro-Purchase	Less than $10,000	Less than $10,000
Small Purchase	Less than $250,000	Less than $250,000
Formal Purchase	Greater than $250,000	Greater than $250,000
Formal Purchase/Services and Supplies	Greater than $50,000	Greater than $50,000
Capital Equipment/Not on Pre-Approved List (ADD LINK FOR PREAPPROVAL)	Greater than $5,000	Greater than $5,000

C. **Purchasing Equipment**
If the amount of purchases for equipment is greater than $5,000 (or the SFA/LEA's local capitalization threshold) the following procedure will be used.
   1. Determine if the equipment purchase is allowable and if the equipment is on the South Dakota Child Nutrition Program Approved Equipment List.
      a. https://doe.sd.gov/cans/documents/CNPEquipment-Memo2.pdf
      b. If the equipment is less than the $5,000 or the SFA/LEA local capitalization threshold (whichever is lower) **and** on the South Dakota Child Nutrition Program Approved Equipment List, the SFA may purchase the equipment and **does not** need further approval. The price quotes will receive appropriate confidentiality before award.

2. If the equipment is over the $5,000 (or the SFA/LEA's capitalization threshold), OR is **not** on the Approved Equipment List, Child and Adult Nutrition Services (CANS) must approve the equipment before it can be purchased. **SFA/LEA will contact CANS for approval**.
3. SFA shall keep documentation of approval and all documentation related to the procurement of capital equipment.

Capital Equipment is defined by Federal regulations as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the SFA/LEA for financial statement purposes, or $5,000.00.

D. **Training**

All staff conducting purchasing will be trained on the procurement procedures.
Food Service Director will attend related training provided by the State.

E. **Document Retention**

All purchasing records will be maintained no less than three years plus the current year.

SNP only – CACFP and SFSP may delete the following Buy American Provision if desired

F. **Buy American Provision**

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) to require SFAs participating in the NSLP and SBP in the United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term domestic food commodity or product means an agricultural commodity produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. For products procured by SFAs for use in the Child Nutrition Programs, the food component of the product is the agricultural commodity. FNS defines food component as one of the food groups which comprise reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk.

All solicitations that involve the purchasing of a food component shall include a requirement that the SFA purchase domestic commodities to the maximum extent practicable and shall include procedures for limited exceptions. The SFA shall include following language in solicitations:

The OLCSD participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of ___day (s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
   (a)Price of the domestic food alternative substitute(s); and
   (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

2. Reason for exception: limited/lack of availability or price (include price):
   (a)Price of the domestic food product; and
   (b)Price of the non-domestic product that meets the require specification of the domestic product.

G. **Minority and Women's Businesses**

The SFA will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

H. **Code of Conduct / Conflict of Interest**

Oglala Lakota County School District **Food Service Department**
Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and Oglala Lakota County School District Department of Purchasing.
Procedures: The OLCSD seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of OLCSD may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
The officers, employees, and agents of OLCSD entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
OLCSD sets the standard for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Value threshold for OLCSD is set at: $50.00.

Disciplinary actions to be applied for violations of such standards by officers, employees, or agents of OLCSD are as follows:
Up to suspension but not limited to termination of employment.

I. **Taste testing, sample procedures**

Sample products may be given to the SFA by a vendor or distributor for taste testing in order to determine student product acceptance and meal quality. The SFA will limit samples to a reasonable amount based on the type of product and number of students participating in the taste test. The SFA will conduct taste testing that allows for a representative sample of students to try new or existing products or recipes. For example,

the SFA will taste test with all students at one representative school or hold smaller taste testing sessions at a larger representative sample of schools. The addition of new products will be considered when a product has a student acceptance rate of 80%. The SFA will limit the monetary value of samples to 1-3% of the total or estimated agreement/contract value annually. SFA shall outline taste testing and sample procedures in solicitation and contract language when appropriate.

J. **Emergency Planning**

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the SFA. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Sophia Conroy, Finance Director At a minimum, the following emergency procurement procedures shall be documented:
    - item name
    - dollar amount
    - vendor
    - reason for emergency
2. If the emergency purchasing need requires a contract, all books, records and other documents relative to the award of the contract must be retained for three (3) years (or until a procurement audit has been completed) after final payment. Specifically, the SFA/Sponsor shall maintain, at a minimum, the following documents:
    - Written rationale for award cost or price;
    - A copy of the original solicitation;
    - The bidding and negotiation history and working papers;
    - The basis for contractor selection;
    - Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
    - The terms and conditions of the contract;
    - Any changes to the contract and negotiation history;
    - Billing and payment records;
    - A history of any contractor claims;
    - A history of any contractor breaches

K. **Geographic Preference**

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 4302) amended Section 9(j) of the NSLA to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When geographic preference is used, an SFA must still get quotes from several suppliers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

***See resources for more information on local purchasing and geographic preference.**

L. **Protest Procedures**

Required protest procedures are as follows:
These procedures will be and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the SFA before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to:

I. Violations of federal law or regulations and the standard of 2 CFR 200.318(k) (violations of state or local law will be under the jurisdiction of state or local authorities).
II. Violations of the SFA's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified previously will be referred to the SFA

The SFA shall include the following written protest procedures in all solicitations:

Any bidder, person, or entity may file a bid protest with the OLCSD. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the OLCSD no later than 10 business days after the date of the bid award or notice of unsuccessful bid. OLCSD will investigate the basis for the bid protest and analyze all facts. The OLCSD will notify the Bidder whose Bid is the subject of the bid protest of evidence found as a result of the investigation and afford the Bidder an opportunity to rebut such evidence and permit the Bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. Any protest of the proposed award must be submitted in writing to Sophia Conroy, Finance Director, PO Box 190 Batesland, S.D. 57716.
The OLCSD will issue a written decision within 15 business days following receipt of the Bid protest, unless factors beyond the OLCSD reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by OLCSD. A copy of this decision will be furnished to the protestor and any other parties affected.

The procedure and time limits set forth in this policy are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

M. **Monitor the Agreement or Contract**
OLCSD will monitor the Contracts and Agreements: Describe what steps will be taken and how often this will occur to ensure the specifications of the awarded Contract are sustained.

SECTION II – MICROPURCHASING

***Name and Title of those responsible for Micro-Purchase Procedures:** Julie Yellow Cloud, Food Service Director

If the amount of purchases for items is less than $10,000 *or less than the LEA's micro-purchase threshold*, the following procedure will be used.

Select one:

☒ Purchases below $10,000

☐ Purchases below $_____ *(LEA threshold if it is below $10,000, must use most restrictive)*

1. The aggregate dollar value of each transaction shall be less than the micro-purchase threshold above. Purchases will not be separated into 2 or more purchases to meet or be below the threshold.
2. Purchase prices shall be reasonable.
3. Micro-purchases shall be spread equitably among qualified suppliers to the extent practicable. If the SFA is unable to spread purchases equitably, it shall document the reason why (example: the next grocery store is located 50 miles away from the school LEA).

Micro - Purchase Procedures Table

Vendor & Category (List what vendor is being used and what product, services or supplies will be purchased)	**Justification** (Justification for using this vendor)	**Duration/ Frequency** (Weekly, Monthly, Yearly, Per Purchase)
Small Town Grocery Store – Fresh Produce	We can buy what we need, when we need it and product is fresh. Can't order small enough quantities from vendors who deliver. Only grocery store in town. Next closest is 31 miles away.	Weekly
Al Cornella refrigeration	repair	As needed
Bernards Foods	Food items that are not available with current vendor	As needed
Brink Inc	Equipment repair	As needed
D & R refrigeration	Repair	As needed
Evergreen office supplies	Office supplies	monthly
Payton's Exhaust Hood	Annual cleaning of vent hoods	annually
Steam Cleaning Specialist	Annual cleaning of vent hoods	annually
Hillyard	Cleaning supplies	monthly
Infinite Campus	POS system equipment purchase	As needed
Swift Sense	Temperature monitoring system	annually
Cash Wa	Kitchen supplies/equipment	Monthly
Sysco	Kitchen supplies/equipment	Monthly

SECTION III – SMALL PURCHASE PROCUREMENT

***Name and Title of those responsible for Small Purchase Procedures:** Food Service Director.

If the amount of purchases for items less than $250,000 *or the SFA's small purchase threshold*, Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

Select one:

☒ Perishable purchases below $250,000, purchases below $25,000 for services or supplies.

☐ Purchases below _____ *(LEA threshold if it is below $250,000 for perishables, or $25,000 for services and supplies must use most restrictive)*

1. Written specifications will be prepared and given to a minimum of two vendors.
2. is received at the documented price.
3. Any time an accepted item is not available, the person stated in Section III will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.

***See Appendix B for a Small Purchase Checklist and Appendix C for an Informal Purchasing Log.**

Informal Purchase Procedures Table

Category (List what product, services or supplies will be purchased)	**Vendors** (List vendors you are getting quotes from)	**Evaluation Used** (Bottom Line, or Line Item)	**Award Type** Fixed Price Agreement	**Duration/ Frequency** (Weekly, Monthly, Yearly, Per Purchase)
EXAMPLE: Frozen Foods (*Meats, Fruits, Veg*); Canned Foods (*Meats, Fruits, Veg*); Pasta	Walmart, Local Grocery Store, Hy-Vee	Bottom line (All or none)	Fixed price agreement	3 Months (August 1-October 31)
Milk 1%, skim flavored/unflavored	Prairie Farms	Bottom Line	Fixed Price	Weekly

SECTION IV – FORMAL PROCUREMENT

***Name and Title of those responsible for Formal Procurement Procedures:** Food Service Director, Finance Director

Select one or more as applicable:

☒ Perishable purchases over $250,000 or services and supplies over $25,000.

☐ Purchases over $_____ (*LEA threshold if it is above $250,000 for perishables or $25,000 for services and supplies, must use most restrictive*)

1. If the amount of purchases is above the LEA's threshold, or a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326.

   a. When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply: (It is highly suggested by USDA to allow 45 days for IFB & 60 days for RFP from the time the information is given to vendors until the time of bid opening. It should not be any less than 30 days)

   b. An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the Lakota Times and Native Sun to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for 2 weeks.

      The public advertisement will include:
      - A general description of items to be purchased.
      - The deadline for submission of questions and the date written responses will be provided including an agenda to bid specifications, terms and conditions as needed.
      - A date of pre-bid meeting, if applicable, and if attendance is a requirement for bid award.
      - A deadline for submission of sealed bids or proposals, and address of location where complete specifications and bid forms may be obtained.

   c. Any person who develops written specifications or descriptions for procurements will be ***prohibited*** from submitting bids or proposals for such products or services.

   d. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the solicitation document:

      - LEA information
      - Description of the goods and services to be procured
      - Contract period
      - SFA/Sponsor is responsible for all contracts awarded (statement).
      - Date, time, and location of bid/ proposal opening. (IFB requires a public opening)
      - How a vendor will be informed of bid/proposal acceptance or rejection.
      - The terms and conditions which bidder/proposer must fulfill.
      - Statement assuring efforts will be made to involve minority and small business.
      - Protest procedures
      - Technical requirements, specifications, and forecasted quantities
      - Proposal withdrawal procedures

- Options for "piggybacking" or adding new products if applicable
- Type of contract to be awarded to the School Nutrition Program Federal funding will be Fixed Price only.
- Criteria for award and method for evaluating cost
- All required federal contract provisions (as applicable) outlined in 2CFR200 Appendix II.

e. **Invitation for Bid**
In awarding an Invitation for Bid (IFB) a firm fixed price is awarded to the bidder that is most responsive and responsible and is the lowest in price. An IFB must result in a fixed fee/firm fixed price contract.

f. **Request for Proposals**
In awarding a competitive negotiation (RFP) a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. **Price** alone is not the sole basis for award but remains the **primary** consideration when awarding a contract. Price does not have to be 51% of points but must be the highest weighted criteria.

g. **Evaluation Criteria the SFA can use to award an RFP**
SFA may tailor evaluation criteria to each procurement as appropriate.
(Price must be weighted with the highest points and award must equal 100 points)

Criteria	**Weight (points)**
Price	*35*
Service Capability	*25*
Method of Approach	*15*
Accounting and Reporting System	*25*
Other	
Other	
	100 points TOTAL

h. Specifications and estimated quantities of products and services prepared by SFA/Sponsor and provided to potential contractors desiring to submit bids/proposals for the products or services requested.

i. If any potential vendor ask questions regarding the specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the person(s) stated in Section IV and date specified

j. The person(s) stated in Section IV will be responsible for securing all bids or proposals.

k. The person(s) stated in Section IV will be responsible to ensure all SFA/Sponsor procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

l. The person(s) stated in Section IV will obtain a **cost or price analysis** to estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

SFA may use forecasted product needs and current or past product pricing to complete the cost analysis

Formal Purchase Procedures Table

Category (List what product, services or supplies will be purchased)	**Vendors** (List vendors you are getting prices from)	**IFB/RFP** (List which type of formal method is being used)	**Award Type** (Fixed Price Contract, Fixed Price Contract with provision based on public CPI)	**Duration/ Frequency** (Monthly, Yearly, Per Purchase)
EXAMPLE: Bakery/Bread	Wonder Breads, Earth Grains, Local Bakery,	IFB	Fixed price agreement	Yearly (August 1-May 28)
School Food	Cash Wa Distributing	RFP	Fixed price agreement	Yearly (August 1 – May 31

2. Required Contract Provisions

a. **Contractual Procedures**
Contracts for **more than $250,000** for perishables, **$25,000** for services or supplies, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. **Termination Clause**

All agreements in excess of $10,000 must address:

- Termination for cause and for convenience by the non-Federal entity, and
- The manner in which it will be affected and the basis for settlement.

The SFA may use the following sample language in solicitations as applicable:

Termination for Cause:
Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience

The OLCSD may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

c. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- ***Federally assisted construction contract*** means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ***Construction work*** means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The SFA shall include the following sample language in solicitations as applicable:

The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant.

d. **Davis-Bacon Act**

When required by Federal program legislation, all **prime construction contracts in excess of $2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

a. In addition, contractors must be required to pay wages not less than once a week.
b. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
d. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

e. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
f. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. **Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the nonfederal entity in **excess of $100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 70 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- ***Laborers and mechanics.*** This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—
  (A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the U.S., a territory, or the LEA of Columbia; but
  (B) Not including an employee employed as a seaman.

f. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of **"funding agreement"** under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Notes: reference following definition of terms for this section:

- 37 CFR § 401.2 Definitions. As used in this part— (a) The term ***funding agreement*** means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 2 CFR §200.86 ***Recipient***. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include sub recipients. See also 2 CFR §200.69 Non-Federal entity.
- 2 CFR §200.93 ***Sub recipient***. Sub recipient means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a

beneficiary of such program. A sub recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

g. **Clean Air Act**

Contracts **in excess of $250,000** shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S. C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

h. **Debarment and Suspension Certification**

An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR *§* 180, as adopted and modified by USDA regulations at 2 CFR §417. There are three methods that may be used to verify that vendors have not been debarred, suspended, or excluded or otherwise ineligible for participation in Federal programs:

1. Check https://www.sam.gov/portal/SAM/##11
2. Collect certification from vendor
3. Add clause/condition to transaction with vendor

The SFA will use the following sample language when adding a clause to a solicitation/contract with a vendor:

The Vendor certifies that neither the Vendor 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 Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; norm the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to this solicitation the Vendor is certifying they are in “Good Standing”.

***See SECTION IV Appendix B for sample debarment and suspension certification.**

i. 2 **CFR §180.300 What must I do before I enter into a covered transaction with another person at the next lower tier?**

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking SAM Exclusions; or

(b) Collecting a certification from that person; or

(c) Adding a clause or condition to the covered transaction with that person

j. **Lobbying Certification**

The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than $100,000. Any vendor whose contract award is for more than $100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a

copy of the vendor's contract.

***See SECTION IV Appendix E for sample lobbying certification.**

SECTION V - NON-COMPETITIVE NEGOTIATION

Name and Title of those responsible for Non-Competitive Negotiations: Food Service Director

Non-competitive (sole source) procurement are purchases of a specific item made when an emergency arises that threatens continued service of the Child Nutrition Program, or which is available from only one contractor who is the sole manufacturer and distributor of the item. This is a rare occurrence and the school food service department must document its justification for needing the item and why only this specific item will meet this need.

When faced with a sole source procurement, the SFA must obtain CANS approval, and then go directly to the one source to negotiate terms, conditions, and prices.

If the SFA receives an inadequate number of responses to its solicitation and it is determined the procurement resulted in a lack of competition, the SFA must review the solicitation document to ensure no overly restrictive requirements or specification were used, an inadequate number of contractors were solicited, or not enough time was provided for contractors to respond to the solicitation document.

If items are available **only** from a single source ***when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation,*** **NON-COMPETITIVE NEGOTIATION** procedures will be used:

1. 2CFR 200.323 Contract cost and price
   The non-Federal entity must perform a **cost** or **price** analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
   Contract and item amount that are under this threshold will ensure the negotiated price is reasonable.

2. Written Specifications will be prepared and provided to the vendor.

3. The person(s) stated in Section V will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.

4. The person(s) stated in Section V will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.

5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the Food Service Director. The record of non-competitive purchases shall include, at a minimum, the following:
   - item name
   - dollar amount
   - vendor
   - reason for non-competitive procurement

SECTION III Appendix A

Small Purchase Checklist

Did the SFA...

☐ **Forecast product needs**

Cycle menus, velocity reports, and production records are common tools used to forecast product needs. If the estimated value of goods or services needed (during the time period you wish to purchase them in) is greater than the micro-purchase threshold, and less than the small purchase threshold, the SFA should use the small purchase method of competitive quotations.

*The Federal micro-purchase method is $10,000 and the Federal small purchase threshold is $250,000 for perishables. The State of South Dakota threshold for services and supplies is $25,000.

☐ **Seek to obtain price quotations from an adequate number of qualified sources**

At least two sources should be used to obtain price or rate quotations. Quotes may be obtained verbally or through writing (example: email) but must be documented. An informal purchase log is available on CANS website at: https://doe.sd.gov/cans/.

☐ **Give clear and accurate specifications**

Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured. Specifications can be given verbally or in writing. In addition, if the SFA specifies a brand name product, it must allow an equal product to be offered.

☐ **Not restrict competition**

An SFA may not restrict competition by placing unreasonable requirements on vendors to qualify for business, requiring unnecessary experience or excessive bonding, or any other means of restricting competition.

☐ **Include Buy American Requirements when applicable**

SFAs are required by the Buy American Provision to purchase, to the maximum extent practicable, domestic commodities or products. An SFA must require that vendors understand and can meet these requirements. This can be done during the quotation process, by communicating the requirements to vendors verbally or in writing. An SFA may also obtain a certification statement from the vendor if it chooses to do so.

☐ **Select the correct vendor**

After quotes are obtained, the SFA must select the correct vendor based on the products or services requested and the vendor responses provided. If an SFA chooses to reject an offer, it should document why. For example, the vendor cannot deliver on the days or times that the SFA needs. If more than one vendor can provide all of the requested services and products, the award should be made to the lowest price offer.

☐ **Maintain records sufficient to detail the history of procurement**

Although quotations may be written or verbal, the SFA must document the quotations. A written agreement is not required but may be helpful to document all the terms and conditions of the agreement.

☐ **Keep records**

All procurement records must be kept for three years plus the current year. Invoices/receipts should show that the goods or services were purchased at the price that was quoted.

SECTION III Appendix B

INFORMAL PURCHASING LOG EXAMPLE

Vendor Name:										
Items to be Purchased: • Product specifications • Delivery Frequency • Packaging	Quantity Expected to Buy	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✓)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
TOTAL			$			$			$	
*Vendor Selected (VS)		☐			☐			☐		
Date & Method of contact:										
Name of person quoting pricing:										
Duration quoted pricing is good for:										
Additional Notes:										
Signature of person completing this form:								Date:		

*Vendor Selected (VS); you can award all items to one bidder (lowest total price) or you can award bid on a line item basis (lowest item price

SECTION IV Appendix A

Formal Procurement Checklist - Did the SFA…

Forecast product needs

Cycle menus, velocity reports, and production records are common tools used to forecast product needs.

Conduct a cost or price analysis

Estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

- SFA may use forecasted product needs and current or past product pricing to complete the cost analysis

Write product specifications

Product specifications should include the product name, description, case pack and weight, minimum and maximum sizes and pieces, main ingredients, prohibited ingredients, nutritional standards or CN requirements, quality indicators, run and code numbers, etc.

- Note: specifications may include a brand name but must include 'or equal'. A bidder should have the opportunity to propose an equal product
- An SFA may pre-screen products and provide bidders with a list of preapproved equal products. The SFA must ensure maximum free and open competition during the procurement process, and pre-screening procedures should be included in the SFAs written procurement procedures.

Create a solicitation document

There are two types of formal solicitations: Invitation for Bid (IFB) and Request for Proposals (RFP)

Invitation for Bid (sealed bid)

Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid:

- conforms with all the material terms and conditions of the invitation for bids, and
- Is the lowest price

Request for Proposals (competitive proposal)

The contract is awarded to the responsible and responsive vendor whose proposal scored the highest number of points, and is most advantageous to the program with price and other factors considered

A well-written solicitation gives a bidder clear information on what the SFA is planning to purchase and how. A solicitation should include:

Background information on the LEA

- Size, number of meals served, etc.
- General descriptions of the goods and/or services to be purchased
- Solicitation should indicate if distribution services are requested
- Include distribution for processed USDA foods, if applicable
- Information about pre-proposal meeting to be held (if applicable)
- Date and time for solicitation submission
  - Time and location of public opening if IFB
- Time period of the contract and options for renewals
  - Generally, 1 year with 4 optional renewals
- Type of contract to be awarded
  - An IFB must result in a fixed fee or firm fixed price contract.
  - An RFP will result in a fixed price contract.
  - Fixed fee may be tied to a price index or price escalator/de-escalator clause

- Protest procedures
- Proposal withdrawal procedures
- List of all products to be purchased and specifications
- Options for 'piggybacking', adding goods or services, or increasing contract volume over time

- Changes to the contract may not result in a material change- no more than a 10% change in contract value is recommended
  - Criteria for award
    - IFB- award will be made to the lowest bidder
    - RFP- include all criteria that will be used to evaluate proposals
      - Cost must be the highest weighted factor but does not have to be 51%
      - A scoring rubric is required that identifies all evaluation factors and their relative importance
      - If using geographic preference, indicate how preference will be given
  - Method for evaluating cost
    - How will cost be evaluated for the products or services requested? Common ways to evaluate cost are:
      - By line item: each line is awarded separately based on individual product cost
      - By product groupings: the total cost of groups of products are evaluated and awarded as a group. Example: frozen, produce, canned goods.
      - Bottom line (all-or-nothing): the total cost of the goods or services is evaluated; all products/services are awarded together.
      - Market basket cost analysis: representative sample of products, called a 'market basket' is used to estimate the total cost. The sample should consist of products that represent at least 75% of the total value of the contract (high-velocity items). The SFA must obtain a price for all products not included in the market basket prior to the award of the contract.
  - Technical requirements of the vendor
    - Responsibilities of the vendor: delivery days, delivery windows, HACCP plan, staff requirements, etc.
    - Procedures for recalls or substitutions
    - Buy American Provision Requirements
    - Common legalities
    - Required forms and certifications: suspension and debarment, lobbying activities, anti-collusion, etc.
  - Contract provisions required by 2 CFR 200 appendix II (as applicable):
    - Termination for cause and convenience- contracts in excess of $10,000
    - Equal Opportunity Employment- 'federally assisted construction contracts'
    - Davis-Bacon Act- construction contracts in excess of $2,000
    - Contract Work Hours and Safety Standards- contracts in excess of $100,000 that involve the employment of mechanics or laborers
    - Right to inventions made under a contract or agreement- if the contract meets the definition of a 'funding agreement' under 37 CFR 401.2 (a)
    - Clean Air Act- contracts in excess of $150,000
    - Debarment and Suspension- all federally awarded contracts
    - Byrd Anti-Lobbying Amendment- contracts in excess of $100,000

Publicize the solicitation

Formal solicitations must be publicly advertised and seek/invite two or more qualified sources willing and able to compete.

Allow enough time for vendors to respond

Response time may vary depending on the complexity of the solicitation. A minimum of two weeks for IFBs and 30-35 days for RFPs is recommended.

Accept bids or proposals from responsive and responsible vendors

An SFA must determine if the vendor is responsive and responsible before accepting their bid or proposal.

- **Responsive**: Did the vendor respond to the IFB or RFP on time and include all required attachments, certifications, etc.?
- **Responsible:** Does the vendor meet the criteria outlined in the solicitation? Do they have a good track record with providing products and services to similar institutions?

Evaluate the bids or proposals

IFB:

- Bids are publicly opened at the location, date, and time prescribed in the IFB
- Any or all bids may be rejected if there is a sound, documented reason
- Cost is evaluated as outlined in the IFB, which includes all costs such as transportation and delivery costs

RFP:

- Proposals cannot be opened until after the closing date and time specified in the RFP
- An evaluation committee should score the proposals *only* on the criteria outlined in the RFP
- An SFA may conduct negotiations of the top-ranked proposals to ensure that each vendor fully meets the needs of the RFP. This must be done before cost proposals are opened. The SFA may also allow vendors to amend their cost proposal to reflect any changes made during the proposal negotiation. All negotiations must be done fairly and may not give a competitive advantage to one vendor.

Award the contract

Formal procurement should always result in a (singed) written contract between the two parties. The contract should include:

- Identification of the parties involved in the contract
- Contract duration
- Scope of work
- A complete list of products, including specifications (and price)
- Type of contract (fixed price)
  - All fees must be identified and agreed upon
- Contract renewal options, including provisions for changes such as the addition of goods or services
- Contract modification and change procedures
- Default and breach of contract provisions, remedies, cancellation procedures, and penalties
- Required compliance certifications
- Contract termination rights for cause and convenience
- Recordkeeping requirements
- Laws that govern the contract
- Sanitation and licensing requirements
- Professional certification requirements

Manage the contract

SFAs are responsible for ensuring that vendors are compliant with all terms of the contract. Contract management is ongoing for the duration of the contract.

Maintain records

The SFA must maintain records enough to detail the history of procurement. All records must be kept for a period of 3 years after the submission of the final claim for reimbursement for the fiscal year or longer if an audit has not been resolved.

Renew the contract as applicable

If the contract allowed for renewal options, both parties may agree to renew the contract for additional terms as applicable.

Add products to the contract

New products may be added to the contract if the cost of the new products does not create a material change (no more than 10% of the contract value is recommended). Substitutions for unavailable products are not considered new products.

The SFA should evaluate the estimated cost of new product(s) for the duration of the contract period and determine if the cost would be considered a material change against the total estimated contract value. No more than a 10% change is recommended.

If the cost to add new products would not constitute a material change, the SFA may add new products to the contract. During the contract renewal, the SFA must amend the contract to include additional items.

A new contract value is determined annually (or at the end of the contract term), and the new contract value may be used to estimate material changes moving forward.

If the cost to add new products would constitute a material change, the SFA may procure new products using another approved procurement method (micro-purchase, small purchase, formal purchase).

SECTION IV Appendix B (Page 1)

OMB Control No. 0505-0027 Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1.Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2.Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and

4.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

SECTION IV Appendix B (Page 2)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database..

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SECTION IV Appendix D

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

SECTION IV Appendix E

CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Food Service Management Company/Vendor_____

Address_____

Name/Title of Submitting Official _____

Signature_____

_____

Appendix 17

OLCSD Physical Fitness Assessment Program

School Resource Officers and Security Sentinels

I. Program Overview

Purpose

This Physical Fitness Assessment Program establishes minimum fitness standards for all School Resource Officers (SROs) and Security Sentinels employed within our school district. These standards ensure personnel maintain the physical capability to effectively respond to emergency situations while performing daily duties in the school environment.

Assessment Options

Employees may choose between **TWO OPTIONS** for completing the cardio portion of the assessment:

- **Option A:** Standard Running Test (200m + 1 mile)
- **Option B:** Pack Test with Weighted Vest (.75 mile power walk, 3 laps)

Both sit-ups and push-ups are required for all employees regardless of cardio option chosen.

II. Fitness Standards - 30th Percentile (Cooper Institute Based)

Required for ALL.

Event 1: One-Minute Sit-Up Test

MALE STANDARDS (30th Percentile)

Age Group	Minimum Reps Required
20-29	35
30-39	28
40-49	22
50-59	17
60+	13

FEMALE STANDARDS (30th Percentile)

Age Group	Minimum Reps Required
18-29	30
30-39	22
40-49	17
50-59	12
60+	4

Event 2: One-Minute Push-Up Test

MALE STANDARDS (30th Percentile)

Age Group	Minimum Reps Required
20-29	26
30-39	20
40-49	15
50-59	10
60+	10

FEMALE STANDARDS (30th Percentile)

Age Group	Minimum Reps Required
18-29	13
30-39	9
40-49	7
50-59	7
60+	7

III. Cardio Assessment –

Choose: Option A or Option B

OPTION A: Standard Running Test

Employees choosing this option must complete BOTH running events:

Event 3A: 200 Meter Run

Purpose: Measures anaerobic capacity and short-distance speed

Event 4A: 1 Mile Run

Purpose: Measures cardiovascular endurance and aerobic capacity

MALE STANDARDS (30th Percentile)

Age Group	Maximum Time in Seconds 200 Meter Run	Maximum Time (min:sec) 1 Mile Run
20-29	62.1	13:15
30-39	63.0	13:44
40-49	77.0	14:34
50-59	87.0	15:50
60+	87.0	15:50

FEMALE STANDARDS (30th Percentile)

Age Group	Maximum Time in Seconds 200 Meter Run	Maximum Time (min:sec) 1 Mile Run
18-29	75.0	15:46
30-39	82.0	16:42
40-49	106.7	17:29
50-59	106.7	19:10
60+	106.7	19:10

OPTION B: Pack Test (Weighted Vest Power Walk)

Employees choosing this option complete ONE event with a weighted vest:

Event 3B/4B Combined: .75 Mile Weighted Vest Power Walk

Purpose: Measures sustained aerobic capacity, muscular endurance, and functional strength under load

Requirements:

- Walk .75 mile over level terrain – 3 laps
- Wear weighted vest throughout entire test
- No running or jogging permitted - must maintain walking pace
- Must complete within time standard for age and gender

Weighted Vest Requirements by Body Weight:

Employee Body Weight	Vest Weight Required
Under 130 lbs	20 lbs
130-179 lbs	25 lbs
180-219 lbs	30 lbs
220+ lbs	35 lbs

Note: Vest weights are scaled to body weight to ensure proportional challenge across all body types

MALE STANDARDS (30th Percentile)

Age Group	Maximum Time (min:sec)
20-29	**13:15**
30-39	**13:44**
40-49	**14:34**
50-59	**15:50**
60+	**15:50**

FEMALE STANDARDS (30th Percentile)

Age Group	Maximum Time (min:sec)
18-29	**15:46**
30-39	**16:42**
40-49	**17:29**
50-59	**19:10**
60+	**19:10**

OPTION C: Cycling Alternative (Available as Accommodation Only)

Available with medical documentation and HR approval.

Event 3C: 667 Meter Stationary Bike Time Trial *(Equivalent to 200m run)*

Event 4C: 3.5 Mile Stationary Bike Time Trial *(Equivalent to 1 mile run - uses 3.5:1 conversion ratio)*

MALE STANDARDS (30th Percentile)

Age Group	Maximum Time in Seconds 667 Meter Stationary Bike Time Trial	Maximum Time (min:sec) 3.5 Mile Stationary Bike Time Trial
20-29	105	19:30
30-39	107	20:15
40-49	130	21:30
50-59	147	23:20
60+	147	23:20

FEMALE STANDARDS (30th Percentile)

Age Group	Maximum Time in Seconds 667 Meter Stationary Bike Time Trial	Maximum Time (min:sec) 3.5 Mile Stationary Bike Time Trial
18-29	127	23:15
30-39	139	24:35
40-49	181	25:45
50-59	181	28:15
60+	181	28:15

IV. Choosing Your Test Option

Who Should Choose Option A (Running)?

- Employees comfortable with running
- Those who prefer traditional running assessment
- Individuals with good joint health
- Those who train primarily through running

Advantages:

- Industry-standard law enforcement test
- Two shorter events vs one longer event
- Can walk if needed during 1-mile run
- Well-established training resources

Who Should Choose Option B (Pack Test)?

- Employees with joint issues (knees, ankles, hips)
- Those who prefer walking to running
- Individuals with higher body weight
- Those with running injuries or limitations
- Employees who find walking with weight more comfortable

Advantages:

- Lower impact on joints (no running)
- Single combined cardio event
- Functional fitness assessment
- No risk of shin splints or running injuries
- Can be trained for with hiking/rucking

When to Request Option C (Cycling)?

- Only available as medical accommodation
- Requires physician documentation
- For those who cannot run OR walk with weight due to medical condition
- Must be approved by HR before test day

V. Medical Accommodations

Pack Test as Accommodation

The Pack Test (Option B) is available to ALL employees as a standard option - no medical documentation required. However, if you need modifications to the Pack Test itself (lighter weight, longer time, etc.), you must request accommodation through HR with physician documentation.

Cycling as Accommodation

Option C (Cycling) is available ONLY as a medical accommodation for those who cannot complete either running OR weighted walking. Requirements:

- Physician letter documenting medical condition
- Explanation of why both Option A and Option B cannot be completed
- HR approval before test
- Annual recertification of medical need

Other Accommodations

For any other needed accommodations (modified sit-ups, modified push-ups, extended time, etc.), contact HR with physician documentation.

VI. Appeals and Remediation

First Failure:

- 90-day remediation with fitness improvement plan for the failed event
- Retest after remediation
- May switch to other test option if desired

Second Failure:

- Extended 90-day remediation for the failed event
- Additional support and resources
- May result in performance improvement plan

Third Failure:

- May result in reassignment or continued remediation with employee documentation of efforts to improve.

VII. Summary Comparison of Options

Feature	Option A: Running	Option B: Pack Test	Option C: Cycling
Events	200m run + 1 mile run	.75 mile weighted walk	667m bike + 3.5 mile bike
Impact Level	High (running)	Low (walking)	Very Low (seated)
Equipment Needed	Running shoes	Vest + walking shoes	Stationary bike
Duration	Two separate events	One combined event	Two separate events
Availability	All employees	All employees	Medical accommodation only
Joint Stress	Moderate-High	Low-Moderate	Minimal
Training Time	12 weeks recommended	12 weeks recommended	12 weeks recommended
Industry Standard	Yes (law enforcement)	Yes (wildland firefighting)	Rare in law enforcement
Events	200m run + 1 mile run	1 mile weighted walk	667m bike + 3.5 mile bike

VIII. Frequently Asked Questions

Q: Which option is easier? A: Neither is "easier" - they test different aspects of fitness. The Pack Test eliminates running impact but requires sustained effort under load. Choose based on your strengths and any physical limitations.

Q: Can I try both options to see which I prefer? A: Yes.

Q: What if I pass some events but fail one? A: You will be considered PASSED on all events you pass. Events you FAIL will result in a plan of assistance for improvement

Q: If I choose Option B (Pack Test), do I still have to do sit-ups and push-ups? A: Yes. ALL employees must complete sit-ups and push-ups regardless of cardio option chosen.

Q: Can I switch from Option A to Option B if I'm failing the running? A: Yes, you may switch to the other option if it better suits your abilities.

Q: How is the vest weight determined? A: You will be weighed on test day (wearing athletic clothes and shoes). Based on your body weight, the appropriate vest weight will be assigned per the table in Section III.

Q: What counts as "running" vs "walking" in the Pack Test? A: Walking means one foot is always in contact with the ground. Running/jogging means both feet are off the ground simultaneously (flight phase).

Q: Is the Pack Test harder than running 1 mile? A: It depends on the individual. Some find walking with weight easier on joints but more demanding on legs and core. Others prefer running without weight. Both require similar cardiovascular fitness.

Q: Can I train for both options? A: Yes, though it's recommended to focus primarily on one option. Cross-training (cycling, swimming, hiking) benefits both options for building general fitness.

IX. Acknowledgment

I acknowledge that I have received, read, and understand the Physical Fitness Assessment Program for School Resource Officers and Security Sentinels. I understand:

- I must pass ALL events: sit-ups, push-ups, AND my chosen cardio option
- I may choose between Option A (Running) or Option B (Pack Test)
- Option C (Cycling) requires medical documentation and HR approval
- The fitness standards I must meet for my age and gender
- The support resources available to help me prepare
- The consequences of failing to meet standards
- My right to request accommodations
- The appeals process

_____

Employee Name (Print)

_____

Employee Signature

_____

Cardio Option Selected: ☐ Option A (Running) ☐ Option B (Pack Test) ☐ Option C (Cycling - accommodation)

_____

Date

_____