

BOARD OF EDUCATION
De Smet School District #38-2
MINUTES

The School Board of the De Smet School District #38-2 of Kingsbury County, SD convened pursuant to due notice at 5:30 PM on September 13th, 2021 in the high school Library. Those in attendance were Pres. Shane Roth, Vice-Pres. Barb Asleson, Donita Garry, Jared Tolzin and Evan Buckmiller. Administrators present were Supt. Abi Van Regenmorter, Princ. Andy Armstead, and Bus. Mgr. Susan Purinton. Visitors were Mike Siefker of the *Kingsbury Journal*, and volleyball coach, Vicki Dylla.

Public Participation: There were no requests for public participation

Agenda item #6 was moved to allow Andrea Powell, Director of- NESC Director to introduce herself via “Zoom” conference call. Mrs. Powell became the new director of the NESC as of July 1st. A short synopsis of all the services that the NorthEast Service Cooperative provides to 25 rural schools was given. Member schools are able to provide services that may not be available but for the combining of the NESC resources to ensure every student’s needs are met. Mrs. Powell concluded that board members that have questions are free to reach out at any time.

Agenda: On motion by J. Tolzin, seconded by Barb to adopt the presented agenda with addition to Consent Agenda item d. to add student C. All voting “aye”, motion carried.

Delegations: None

Conflict of Interest Disclosure: None

NESC Report: Barb Asleson reported business as usual for the NESC. Pay increases had been approved for non-certified, certified and long-term substitutes. NESC employees will continue to be considered essential workers. The administration has done an excellent job in filling para positions in center base locations.

Education Enhancement Foundation: There were no reports for the Education Enhancement Foundation.

Legislative Report. No report for this month.

Buildings and Facilities Report: Supt. Abi noted that the committee had met prior to the board meeting. They are looking at options and while realizing the cost savings of an addition to the MS/HS building and utilizing shared spaces, there is the complexity of finding space for a safe playground area.

Castlerock Construction continues work of drainage issues on the north side of the Armory/Gym facility. Unfortunately, the last remaining tree had to be removed to install the tiling and remove any issues caused by tree roots.

Work on the bus garage repairs from fire damage is being finalized, now that the insurance settlements have been completed.

The bus that was used in the rebate program has been removed from the premises and paperwork submitted to the State for reimbursement.

MH/HS Principal Report Principal Armstead noted that the start of the school year has gone well. Staff participated in PBIS (Positive Behavioral Interventions and Support) training, technology training on Promethean panels and filter/management system call “GoGuardian” for student Chromebooks. Mrs. Jennifer Hojer and Mr. Brandon Vockrodt lead the training on the Promethean Panels and Mr. Armstead reviewed the “GoGuardian” capabilities.

The PBIS team has met several times and is currently working on the data collection system for behaviors. Administration and staff will be able to review and make data driven decisions about behaviors in classrooms and other areas of the school. The team is also working on a reward system. The method of rewards will help with starting behavior conversations and engaging with students.

Students are preparing for Homecoming celebrations next week. There will be a number of activities including an Olympic Game challenge, door decorating, float building, parade, coronation and the burning of the DS. Princ. Armstead noted that the coronation will be held on Thursday, September 23rd at 7:30 PM at the football field. The students and staff received a lot of positive feedback last year and the Student Council decided to revisit doing the same this year. The burning of the DS will take place following coronation in the west parking lot of the HS building. The parade will be on Friday at approximately 1:45 and will lead to the Pep Fest at the football field to be held at approximately 2:15. Kick-off for the football game with opponent Kimball/White Lake will be at 7 PM.

Elementary Principal Report: PBIS is also happening in the LIW with the elementary students. Students have PAW tickets that they redeem at the PTO Store for fun items provided by the LIW PTO organization. The kindergarten students were disappointed by the cancellation of this year’s trip to the Fair due to bad weather.

On September 29th, the District will be conducting the Early Childhood screening along with the assistance of the NESD at the Event Center.

On October 4th Parents and community members are invited to a presentation called “Ending the Silence” conducted by Mallory Kloucek from NAMI South Dakota. This presentation is for adults only. It will address the warning signs of mental health stress and how to help loved ones. On October 8, she will return to do an in-service with staff after an early dismissal.

Consent Agenda: On motion by D. Garry seconded by E. Buckmiller and unanimously carried to approve the consent agenda including the minutes from the regular meeting of August 9th, the financial report for the period of August 1st through August 31st, the bills for payment as presented (See attached listing); Approval of open enrollment application for Student A,B and C; Approval of signed employment agreement for Traci Schoenfelder for the All School Play @ \$2421 and Angela Ostrander, Culinary DDN @ \$880 per semester; Approval of KSB School Law Firm as additional legal counsel; approval of student teachers Samantha Leberg and William Riley.

GENERAL FUND: Revenue – Ad Valorem Tax 1004.38, Utility Taxes 14,955.44, Interest 93.37, Admissions 5896.00; Contributions and Donations \$1550.00; County Apportionment 458.21, State Aid 77,579.00,

Disbursements – 57,051.29 August Payrolls 274,967.62

TOTAL GENERAL FUND CASH BALANCE – 1,275,013.81

CAPITAL OUTLAY FUND: Revenue – Ad Valorem Tax 591.21, Interest 2.84; Other 2243.46

Disbursements – 81,494.21

TOTAL CAPITAL OUTLAY FUND CASH BALANCE – 1,246,450.84

SPECIAL EDUCATION FUND: Revenue – Ad Valorem Tax 310.17, Interest 1.49, Medicaid Direct 128.69

Disbursements – 11,820.34; August Payroll 15,844.96

SPECIAL EDUCATION FUND CASH BALANCE – 390,301.72

FOOD SERVICE FUND: Revenue – Other Sales 91.19, Federal Reimb 1376.16

Disbursements – August Payroll 1171.46

TOTAL FOOD SERVICE FUND CASH BALANCE – 6569.41

ENTERPRISE FUND: Revenue – none

Disbursements – none

ENTERPRISE FUND CASH BALANCE – 4005.22

TRUST AND AGENCY FUND: Revenues –34,353.42

Disbursements – 50,662.21

TOTAL TRUST AND AGENCY FUND CASH BALANCE – 64,665.24

GENERAL FUND: ATC LLC, Asbestos Inspection 600; US Post Office, stamps 110; J. Penney, Reimb Elem Supp 38.38; SDSTE Dues&Fees 30 Maynards, Beef Class \$40.44; A. VanRegenmorter Comm Reimb 300; Wards Bakery Election Supp 29.50; A.Armstead Comm Reimb 300; D.Vanderwal Reimb Trav 133.03; Walker's Flowers Memorial Supp 56; S. Purintun Comm Reimb 300; J.Stofferahn BckGrd Check Reimb 53.25; J. Stofferahn Reimb Art Supp 86.25; T.Holland Reimb Travel 55.02; M.Perry Reimb Trave 16; S. Purintun Reimb Travel 168.00; A.VanRegenmorter Reimb Travel 485.84; L. Holt Reimb Bckgr Check 53.25; R. Garry Reimb Bcgr.Check 53.25; A.Larson Reimb Bckgr Check 53.25; N. Muser Reimb Travel 116.37; T.Holland Reimb Travel 55.02; M.Birkel Reimb Coach Fees 72.10; SD Dep. Of Motor Vehicles Title Fees 5; M. Novak Reimb Coach Fees 190; P.Dockendort Off Ftll/travel 256.04; G. Kludt Off Ftll 125; J. Coler Off Ftll 125; T. Soulek Off Ftll 125; A. Streyle Off Ftll 125; NE Stup Assoc Reg Fee 50; SDABO Reg Fees 175; J.Hojer Reimb Elem Curr/Supp 509.30; K.Vockrodt Reimb Music 159.95; LPHS Ftll Jamb.Fee 125; B. Geyer Reimb Ath St. Supp 543.06; A.Ostrander Reimb ELL Tuition 210; B.Vockrodt Reimb Tuition 150; L.Kroger Reimb Ath Tr, SDSU Ftll Event 80; Pitney Bowes Postage 301.56; Dept. of Motor Vehicles Title Fees 21.20; Terry Holland Reimb filters 2580.60; Terry Holland Travel 128.94; Terry Holland Cust Supp

416.51; L.Nolte Travel SDSU Ticket 37.80; McCook Central CC Reg Fee 50; Deubrook HS CC Reg Fee 50; G.Krause VB Off/Trav 131.20; B. Ries VB Off 85; LPHS VB Tourn Fee 125; K.Vockrodt Music Dues/Fees 122; A.Armstead Reimb Coach Fees 70; A.Armstead Reimb PBIS Supp 87.86; A.Armstead Reimb HS Tech supp 177.37; A.Armstead Reimb MS Tech Supp 125.61; T Holland Reimb Cust Supp 238.85; Arlington HS SDHSAA State Wrest Reimb 140.26; A.Armstead Reimb Elem. Tech Supp 131.29; A.Armstead Reimb MS Tech Supp 131.29; A.Armstead Reimb Tech Supp 106.48; A.Armstead Reimb Tech Repair Supp 759.90; A. Armstead Reimb MS Supp 64.86; A.Armstead Reimb HS Supp 64.86; B. Geyer - Reimb FtBll Supp 74.53; B.Geyer Reimb Coaches Dues 51.50; L. Nolte Reimb Praxis 155; Total Gen Adv. Fund 11,987.77; American Trust Insurance Cyber Insurance 1906.68; ASBSD Bd/Admin Reg Fee 555.00; ATS Phone/Intercom Maint 770; AutoOwners Insurance Vehicle/Bus Insur additions 2742.35; Avid Hawk Tech Supp 45; Bunker Auto Bus Tow 560; Century Business Product 174.51; Chicago Cult Center Voc. Mus Supp 12; City of De Smet Bus Gar Utilities 47.43 Bldg Utilities 235.25 Total 282.68; Cooks Wasepaper/Recyc, Utilities 1406.34; De Smet Food Serv Reimb Adult Meals 824; De Smet Welding Cust Repairs 120; Dustex Covid Clean Serv 459; Ecolab Service 850; Fix It Shop Locksmith Armory Vault Repair 225; Flaghouse Elem PE Supp 244.73; Foreman Bus Sales and Service Repairs 971.47; Fusion Communications 426.30; Hauff Mid America Sports 78.50; Heiman Fire Maint/Ansuls Inspect 1562.40; Hillyard Cust Supp 342.87; Houghton Mifflin Co Elem Wkbk 4 149.10; Impact Applications Concussion Testing Serv 444; Innovative Solutions Office Supp 265.89; Interstate All Battery Center 58.72; JW Pepper Instrumental Music 181.99; Johnny on the Sport - Port RR Maint 460; Kingsbury Elect Coop Repairs 1848.46, Communications 54.81; Kingsbury Journal Communications 438.16; KSB School Law Title IX Prof Fees 1969; Maynards Ath Supp 21.69 Science Supp 36.90 Total Supplies 58.59; McGraw Hill Elem Wkbks K 573.84; MidState Agronomy Cust Supp 43.30; Music K-8 Instr. Periodicals 152.45; NESC Gen Services 22.51; NW Pub Serv Bus Gar Utilities 18.43; LIW Bldg 10 MS/HS Bldg 267.68 Total 296.11; O'Keefe Implement Trans Repair/Maint 509.81; Office Peeps HS Off Supp 21.49; Elem Supp 5 48.42 Elem Office 502.80; Office Peeps Copier Maint 82.73; Total 727.84; Otter Tail Power Bus Gar Utilities 15.85, Ath Fd Utilities 174.18, LIW Utilities 553.38; MS/HS Utilities 4382.67 Total 5126.08; Premier Equip Trans Repairs 360.33; ProTec Roofing Roof Repairs 275.51; Really Good Stuff Elm Supp K 8.99; Rich's Gas N Serv Fuel 1230.74; School Nurse Supp First Aid Supp 192.06; School Specialty Supp Princ Supp 267.61 HS Math Supp 163.99, MS Supp 6 304.47 Total 736.07; SDSU Dept Athletics Field Rental 3000; Sherwin Williams Mitchell 63.81; Sherwin Williams Cust supp Huron 5.00; Smiths Lumber Cust Supp 169.80; Taylor Music Instrument Repair 105; Trustworthy Hardware Trnas Supp 22.50; Valley Fibercom Utilities 66.98; Warne's Appliance Freezer Repair 486.97 AC Repairs 295 Total 781.97; WH Sadlier MS LA Wkbks 1237.95; **TOTAL GENERAL FUND EXPENDITURES 48,783.97**

CAPITAL OUTLAY: Adv.Fund - A.Armstead FtBll Tech equip 227.80; C..Tangen Reimb Elem Lib Books 198.76; J. Moser Trailer downpayment 300; R.Garry Reimb MS Software 69.99; A. Van Regenmorter Read. Assessment Software 463.28 Total 1259.83; B. Chavez 2006 Chrysler Pacifica 1000; Harv's Drilling LLC Kitch Improve/Sensors/faucets 891.48; Mammoth Sports Construction Track Surface Repair 3500; James Moser Trailer 7300; Riverside Technologies Inc Tech Equip 9296; Ultra Computer Tech Equip 2232.44; **TOTAL CAPITAL OUTLAY EXPENDITURES 25,479.75**

SPECIAL EDUCATION: Adv Fund - A.Armstead SPED Tech Reimb Supp 10.64; R.Gigove Reimb SPED Books 50; R. Gigov Reimb SPED Curr 678.12; R. Gigov Reimb SPED Supp 641.09; R. Gigov Hearing Loss Supp 117.72; Total Adv. FD 1497.57; Fusion SPED Comm 73.15; McCrossan Boys Ranch Tuition 1724.14; NESC Early Childhood 376.90, Psychologist 648.07, Speech Path 1132.27, Physical Therapy 279.60, Occupational 512.12 Total 2948.96; Office Peeps SPED Supp 4.09; Pearson Education Testing Service 840; **TOTAL SPECIAL EDUCATION FUND EXPENDITURES 70087.91**

FOOD SERVICE: CASH-WA of Fargo Food 5948 Supplies 485.22 Total 6433.22; D.Clubb 273.30; Dakota Signature Meats Food 31.92; R. Elkins Refund 204.85; Maynards Food Food 156.20; Office Peeps Kitchen Supp 351; Prairie Farms Dairy Food 771.17; K. Schaefer 130.00 **TOTAL FOOD SERVICE EXPENDITURES**
8351.66

Approval of 8th grade VB Athletes to Varsity VB Participation: On motion by B. Asleson seconded by D. Garry to allow 8th grade athletes to participate on the varsity volleyball team. Coach Dylla reviewed the limited numbers participating at the high school level. Currently there are 11 9-12 students out for volleyball. There is currently one of those players out with an injury and concern if illness such as COVID would further lower numbers. There are nine 8th graders and 10 7th graders in the junior high program. Coach Dylla feels that in the next few years this may not be needed because of the larger participation at the JH level and coming up. All voting “aye”, motion carried.

Proposed Fiscal Year Budget 2022: Bus. Mgr. Susan Purintun gave a review of changes to the FY2022 budget. The changes to the General Fund Appropriations of \$282,669 from the July budget hearing consisted of additional expenditures attributed to the Board’s Back to School Bonus to all contracted employees in the amount of \$123,278.50, insurance additions, and adjustments to services in areas of substitutes, maintenance and ESSER expenses. Changes made in the Capital Outlay Fund Appropriations of \$179,542 were the additions of ESSER dollars for HVAC and ventilation that could be included in the renovation/construction of the LIW and HS Gym. Those dollars are flexible and there are option to expend out in the next two budget cycles. Other increases in Capital Outlay included the emergency purchase to replace the 1999 suburban, a trailer to replace the athletic field practice field storage shed, athletic uniforms and additional technology equipment. Special Education expenditures were reduced by \$15,400 due to a decrease in staffing needs and ESSER funding through IDEA reducing the NESC’s fees for services to their school districts. The Means of Finance to fund General Fund changes were the addition of using Fund Balance toward the Starting School Bonus’, additional State Aid due to anticipated increase of enrollment, a Federal Grant to fund the PBIS training and finalizing the amounts of ESSER Funds. Capital Outlay revenue additions were increased ad valorem taxes based on the per student levy with additional students, insurance settlement for the bus garage fire and ESSER Funds. The Special Education Fund use of fund balance was reduced due to fewer expenses. The FY2022 budget could see additional changes depending on decisions of the board and community concerning the badly needed renovations/construction of the LIW Elementary building and the 1938 HS gymnasium. The Pandemic continues to drive parts of the budgeted expenditures for learning loss, along with assuring student and staff safety. The proposed resolution of adopted tax levies are set by the Legislature. The District will continue to utilize the \$200,000 opt out. Discussion was held as to the Special Education levy and the board agreed to continue at the lower levy rate of \$1.00 versus the maximum \$1.68 per thousand and utilize fund balances. The board acknowledges that depending on District student needs in the future, the levy may have to be increased substantially in order to qualify for the Extra-ordinary Cost Fund, which by law would require to be at the full maximum levy. The District currently receives no State Aid for Special Education as our valuations and tax income are high enough to meet local needs.

APPROPRIATIONS	As Published	Adopted	Difference
<u>General Fund</u>			
1111 Elementary Programs	\$ 603,703.00	\$ 591,504.00	\$ (12,199.00)
1121 Middle School Programs	\$ 369,386.00	\$ 380,374.00	\$ 10,988.00
1131 HS Academic Programs	\$ 595,890.00	\$ 625,810.00	\$ 29,920.00
1141 PreSchool Program	\$ -	\$ 33,067.00	\$ 33,067.00
1273 Title I Program	\$ 80,059.00	\$ 82,332.00	\$ 2,273.00
1221 Mild to Moder Disabilities	\$ -	\$ 22,730.00	\$ 22,730.00
2122 Guidance Services	\$ 71,254.00	\$ 73,327.00	\$ 2,073.00
2219 Improvement of Instruction	\$ 18,958.00	\$ 23,458.00	\$ 4,500.00
2222 Library Services	\$ 48,743.00	\$ 51,016.00	\$ 2,273.00
2227 Technology in School	\$ 57,130.00	\$ 69,370.00	\$ 12,240.00
2311 Board of Education	\$ 34,233.00	\$ 36,143.00	\$ 1,910.00
2321 Superintendent Services	\$ 62,970.00	\$ 66,680.00	\$ 3,710.00
2410 Principal Services	\$ 215,697.00	\$ 220,243.00	\$ 4,546.00
2529 Business Office	\$ 126,039.00	\$ 129,455.00	\$ 3,416.00
2549 Operation and Maintenance	\$ 442,703.00	\$ 448,203.00	\$ 5,500.00
2559 Transportation K-12	\$ 146,017.00	\$ 153,216.00	\$ 7,199.00
2569 Food Service	\$ -	\$ 6,819.00	\$ 6,819.00
6100 Male Activities	\$ 57,565.00	\$ 60,995.00	\$ 3,430.00
6900 Combined Activities	\$ 86,164.00	\$ 89,311.00	\$ 3,147.00
			\$ 147,542.00
<u>Capital Outlay Fund</u>			
1111 Elementary Programs	\$ 23,154	\$ 21,964	\$ (1,190)
1121 MS Academic Programs	\$ 12,759	\$ 9,387	\$ (3,372)
1131 HS Academic Programs	\$ 38,135	\$ 36,735	\$ (1,400)
2122 Guidance Services	\$ 450	\$ 500	\$ 50
2227 Technology in Schools	\$ 41,250	\$ 63,049	\$ 21,799
2410 Principals Office	\$ 19,500	\$ 22,070	\$ 2,570
2535 ESSER Build.Const/Improvements	\$ -	\$ 353,664	\$ 353,664

2549 Operation and Maintenance	\$	360,904	\$	240,315	\$	(120,589)
2559 Transportation K-12	\$	97,025	\$	105,625	\$	8,600
6100 Male Activities	\$	2,990	\$	7,840	\$	4,850
6200 Female Activities	\$	6,895	\$	9,732	\$	2,837
6900 Combined Activities	\$	18,350	\$	23,246	\$	4,896
					\$	272,715

Special Education Fund

1221 Mild to Moderate Disabilities	\$	401,269	\$	402,169	\$	900
2142 Psychology Services	\$	13,000	\$	9,500	\$	(3,500)
2152 Speech Pathology Services	\$	25,300	\$	15,300	\$	(10,000)
2171 Physical Therapy Services	\$	5,000	\$	3,500	\$	(1,500)
2172 Occupational Therapy	\$	9,000	\$	6,500	\$	(2,500)
2710 SPED Administration	\$	78,566	\$	79,766	\$	1,200
					\$	(15,400)

MEANS OF FINANCE

As Published Adopted Difference

General Fund

Fund Balance Desig. To Finance Budget	\$	-	\$	69,094.00	\$	69,094.00
3111 State Aid	\$	935,910.00	\$	992,248.00	\$	56,338.00
4151 Small School Grants	\$	21,346.00	\$	25,446.00	\$	4,100.00
4154 Title II Part A	\$	13,567.00	\$	16,807.00	\$	3,240.00
4190 ESSER II	\$	67,100.00	\$	-	\$	(67,100.00)
4191 ESSER III	\$	-	\$	81,870	\$	81,870
					\$	147,542

Capital Outlay Fund

Fund Balance Desig to Finance Budget	\$	35,000	\$	-	\$	(35,000)
1110 Ad Valorem Taxes	\$	962,078	\$	1,028,859	\$	66,781
1990 Other Local Revenues	\$	10,000	\$	24,955	\$	14,955
4190 ESSER II	\$	127,685	\$	190,448	\$	62,763
4191 ESSER III	\$	-	\$	163,216	\$	163,216

\$ 272,715

Special Education Fund

Fund Balance Designated to Finance Budget	\$ 125,859	\$ 110,459	\$ (15,400)
			\$ (15,400)

ADOPTION OF FISCAL YEAR 2022 ANNUAL BUDGET:

There being no further discussion, or changes, on motion by E. Buckmiller, seconded by B. Asleson to adopt the Resolution No. B-FY2022. All voting “aye”, motion carried.

RESOLUTION NO. B-FY2022

ADOPTION OF ANNUAL BUDGET:

Let it be resolved, that the School Board of the De Smet School District #38-2 after duly considering the proposed budget and its changes thereto, to be published in accordance with SDCL 13-11-2 hereby approves and adopts its proposed budget and changes thereto, to be its Annual Budget for the fiscal year July 1st, 2021 through June 30th, 2022. The adopted Annual Budget totals are as follows:

General Fund	\$3,201,287
Capital Outlay Fund	\$1,344,212
Special Education	\$ 620,019
Food Service	\$ 202,680
Driver’s Education	\$ 4,865

BE IT FURTHER RESOLVED, that the adopted annual budget levy requests are as follows:

General Fund	\$1.409 per \$1000 of Ag Valuation
	\$3.153 per \$1000 of Owner-Occupied
	\$6.525 per \$1000 for all others not classified as ag or owner-occupied.
General Fund Opt Out	\$200,000
Special Education Fund	\$1.00 per \$1000 of Total Valuation
Capital Outlay Fund	Per SDCL 13-16-7.2 \$3441 per Student

ASBSD DELEGATE ASSEMBLY REPRESENTATIVE: On motion by J. Tolzin, seconded by D. Garry to approve Pres. Shane Roth as ASBSD Delegate Assembly Representative to Pierre on November 19th. All voting “aye”, motion carried. Pres. Roth and Supt. Abi noted that the ASBSD Region meeting will be held at the De Smet Event Center on October 27th. De Smet’s Culinary class and FCCLA will be preparing and serving the meal. The region meeting is open to area school boards and administration. ASBSD Executive Director Wade Pogney will be

discussing ASBSD’s resolutions and standing positions, school funding and potential legislation for the 2022 legislative session. He will help board members to understand the need to advocate for the support of public education and the services that are offered by ASBSD. Pres. Roth would like to see formal invitations to area schools

COVID-19 BACK-TO-SCHOOL PLAN: On motion by B. Asleson, seconded by J. Tolzin to approve changes to the District COVID-19 Back-to-School Plan. All Voting “aye”, motion carried. Supt. Abi reviewed the changes. The district’s ultimate goal is to have children in school and in a healthy environment. Recommendations for the safety of the students and staff are outlined in the plan. Families and staff are on the honor system as to whether they are vaccinated as different guidelines are in place for those who have been. Legally we cannot ask for vaccination proof. Home screening now includes the following symptoms: unexplained cough, unexplained headache and loss of taste and/or smell. The SDHSAA protocols are included for extra-curricular participants. All voting “aye” to approve the following plan. Motion carried.

DISTRICT BEHAVIOR RESOLUTION MATRIX: On motion by E. Buckmiller, seconded by D. Garry to approve the proposed District Behavior Resolution Matrix. The PBIS program instills going away from punitive punishment and teaching proper behaviors. While that is the goal, the realism is that there will always be defiance and disrespect. The chart spells it out and there is no question as to minor or major infractions and whether a teacher handles the situation or the office. Board members questioned how this will be communicated with students and parents? Meetings will be held with all students, the chart will be sent home and posted on the website along with being sent out on REMIND. In the future, it will become part of the handbook that parents sign off on. Mr. Tolzin requested that a form acknowledging that the parent and student had reviewed the chart be used this year. Principal Armstead noted that much of this is already in place but there is some that is not part of policy at this time. It is easy to read and understand the consequence for certain behaviors. All voting “aye” for adoption, motion carried.

De Smet School District 38-2 Behavior Resolution Chart

OFFENSES	1st OFFENSE	2nd OFFENSE	3rd OFFENSE	HABITUAL 4 or more (Majors)
Class One (per quarter) - Minors				
Tardy/Dress Code Technology Misuse Defiance/Non-Compliance Disrespect Minor Classroom Disruption Inappropriate Language Physical Contact/Minor Aggression Property Misuse Academic Honesty/Other	-Redirection/reteach -Conference with Student and/or Parent -Redo assignment/quiz/ test &/or take reduced grade (teacher discretion) -Detention	-Redirection/reteach -Conference with Student and/or Parent -Redo assignment/quiz/test & take reduced grade (teacher discretion) -Detention	-Redirection/reteach -Conference with Student and/or Parent -Redo assignment/quiz/ test & take zero grade (teacher discretion) -Detention	-Detention(s) or -Parent/Student/Teacher conference. -Zero Grade on Assignment & Removal from course -Attendance Plan -PST Referral
Class Two (per semester) - Majors				

Arrival/Departure violations Academic Honesty Skipping Open Campus violation Free Study Hall violation Major Dress Code violation Neglecting obligations Bus Incident Repeated Class one violations	Conference with student, parent contact Detention(s) 1 day off the bus	-ISS (1-3 days) or detention, parent contact -Loss of Open Campus -1 week off the bus ----- ----- Counselor referral when appropriate. Community service	-ISS (3-5 days), parent conference -Loss of Open Campus -2 weeks off the bus ----- ----- Counselor referral, Attendance Contract when appropriate, Community service	ISS (5 days), reduce suspension if parent/student participate in conflict resolution Loss of bus privileges for the year. ----- ----- Attendance contract, PST, and/or Community service
Class Three (per year) - Majors				
Major Insubordination Pornographic Materials Major Disrespectful/ Obscene Language or Actions/Disruption Major Physical Aggression Technology/CellPhone violation Academic Honesty	Cell Phone: 3 Detentions & Phone to Office student picks up after school. ISS (1-3 days), detention, parent contact ----- - OSS if applicable-administrative discretion	Cell Phone: 5 Detentions & Phone to Office parent picks up after school. ISS (3-5 days), parent conference ----- ----- Counselor referral when appropriate OSS (1-3 days) if applicable. Community service	Cell Phone: 1 Day ISS & Phone to Office parent picks up after school. OSS (3-10 days), parent conference ----- ----- Counselor referral, Community service	Cell Phone: 3 Days ISS & Phone to Office parent picks up after school. OSS (up to 10 days), Suspension may be reduced if parent & student participate in conflict resolution training ----- -- Community service
Class Four (per year) - Majors *Severity of infraction may require movement of resolution further in the matrix.				
Violence, fighting, intimidation, tobacco policy, theft, physical injury, destruction of property, secret societies, harassment, hazing, bullying, cyberbullying, sexual misconduct, illegal technology offense	ISS (5-15 days) or OSS (3-5 days), parent conference, counselor referral, reduce suspension if student participates in counseling/education. Restitution and police referral when appropriate.	OSS (3-10 days), parent conference, reduce suspension if student and parent participation in conflict resolution training or student participates in counseling/education. Restitution and police referral when appropriate.	OSS (5-15 days), parent conference, reduce suspension if student and parent participation in conflict resolution training or student participates in counseling/education. Restitution and police referral when appropriate.	Long-term suspension or expulsion, police referral when appropriate. Student and parent must attend conflict resolution training before student returns to school.
Class Five (per year) - Majors	1st OFFENSE *Severity of infraction may require movement of resolution further in the matrix.		2nd OFFENSE	
Drugs, alcohol-Using or under the influence, or possessing drug paraphernalia ----- Drugs, alcohol-Possessing an amount that suggests distribution	OSS (5-10 days), parent conference, police referral. Reduce suspension if student and parent participate in drug/alcohol evaluation and counseling. Student activity rules will be followed. ----- ----- Long-term suspension or expulsion. Student and parent must attend drug/alcohol evaluation and counseling before student returns to school. Police referral.		Long-term suspension or expulsion, police referral. Student and parent must attend drug/alcohol evaluation and counseling before student returns to school.	
Class Six (per career) - Majors				
Weapons, bomb threat, fires, endangering the of others	Long-term suspension or expulsion, parental conference, referral to authorities. Mandatory 12-month expulsion for firearm possession.			

Due Process: Students shall be afforded the rights of fair procedure or due process. This includes the right to (1) be informed of conduct which would result in disciplinary action against the student; (2) notice of any rule violation; (3) exclamation of the evidence supporting the charge; (4) an opportunity to present the student's side of the story; (5) a penalty that is proportionate to the violation.

1999 CHEVROLET SUBURBAN SURPLUS: On motion by B. Asleson, seconded by D.Garry to approve listing the 1999 Chevy Suburban for Surplus. The suburban will be advertised for sale and sealed bids received at the regular October meeting of October 12th at 5:30 PM. Appraisers appointed will be Evan Buckmiller, David Van Regenmorter and Scott Palmlund. All voting “aye”, motion carried.

APPROVAL OF POLICIES: Supt. Abi noted that seven of the policies are in reference to the new home school laws. At this time, the district has an alternative student who is participating in one class along with an extracurricular activity. The other policies are updates to current ones and have been recommended by legal counsel. On motion by J. Tolzin, seconded by B. Asleson to approve the following policies:

IGDK: PARTICIPATION OF ALTERNATIVE INSTRUCTION STUDENTS

Alternative instruction students are allowed to participate in school-sponsored activities and activities sanctioned by the South Dakota High School Activities Association within the school district in which the student resides. Alternative instruction student participants have the same rights and responsibilities as enrolled students.

As a condition of participation, the alternative instruction student must fulfill the following conditions:

1. If participating in South Dakota High School Activities Association sanctioned activities, demonstrate compliance with Chapter I, Part IV: Student Eligibility and Chapter II, Part I: Further Eligibility Requirements for Athletic Contests of the SDHSAA By Laws by annually submitting the SDHSAA Eligibility Checklist for Alternative Instruction Students.
2. Provide to the District a copy of a transcript of the previous semester's completed coursework issued by the parent, guardian, or other person in control of the child. The transcript must be provided prior to the current season of the sport or activity in which the alternative instruction child is participating.
3. Provide proof of age of the child by submitting to the District the child's birth certificate or affidavit in lieu of a birth certificate.
4. Comply with all the District's eligibility requirements. Scholastic/academic eligibility shall be verified per the District's administrative policy following the same procedure used to accept credits towards graduation when an alternative instruction student requests a transfer to the district.
5. Satisfy the responsibilities and standards of behavior and performance, including enrollment in a related class, full participation in a course, or practice requirements, as expected of other student participants as a condition for both the initial acceptance and continued membership in the activity including, but not limited to:
 - a. All the District codes of conduct will be applicable.
 - b. All the District's academic and non-academic training rules and reporting timeline requirements will be applicable. In addition, the South Dakota High School Activities

Association transfer and non-academic eligibility rules will be applicable to activities sanctioned by the SDHSAA.

- c. In order to be eligible to audition for and participate in Region Music Contests, All-State Chorus, All-State Orchestra or All-State Band, the student must be currently enrolled and attending the District's parallel musical organization (if one exists) i.e. vocal music, instrumental music, orchestra.
 - d. A student who is a member of a high school team may not participate in games, practice, tryouts, etc. in that particular sport during the same season on an independent or non-high school team, or as a member of any "All- Star" team, or completely unattached on an individual basis.
 - e. All references to calendar shall refer to the District's calendar.
6. An enrolled student who leaves an accredited program during the school year and who will be provided alternative instruction shall be ineligible for interscholastic activities for the balance of the current season of the sport or activity the student is participating in at the time of notification of alternative instruction.

JEAA: STUDENTS ALTERNATIVE INSTRUCTION

Children of compulsory school age must regularly attend school, either public, nonpublic, or alternative instruction.

Notification:

Notification of alternative instruction must be submitted on the South Dakota Department of Education notification form that declares the child will be provided with alternative instruction. The notification may be submitted electronically through the SD Department of Education's online system or by providing the completed paper notification form to the District or the SD Department of Education. If the District receives a completed paper notification form, the District will date and sign or stamp the form acknowledging receipt of the notification and provide a copy to the parent, guardian or other person having control of the child. The District will then provide the completed paper notification form to the SD Department of Education. The notification will be kept confidential.

The alternative instruction notification shall be submitted to the SD Department of Education or the District within thirty (30) days from the first time the child begins an alternative instruction program, enrolls in a public or nonpublic school, or moves to a different school district.

Upon filing of a notification with the SD Department of Education or the District from the parent, guardian or other person having control of the child, the South Dakota Department of Education or the District has been notified that the child is being provided with alternative instruction.

Enrollment on Partial Basis:

Upon request from a child's parent or legal guardian, the District will admit a child who is a resident of the District who is being provided alternative instruction to enroll in one or more classes, while receiving alternative instruction for the balance of his or her education. Upon enrollment, the partially enrolled alternative instruction students must comply with the District's rules and procedures and have the same rights and responsibilities as publicly enrolled students.

Open Enrollment:

School board approval is required in order for a nonresident alternative instruction student to be enrolled in the District, in accordance with the District's open enrollment policy.

JEA: 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, either public, nonpublic, or alternative instruction, 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 or alternate instruction 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.

SCHOOL-BASED GED PROGRAM

Students enrolled in high school may be eligible for a school-based GED preparatory program if they meet the following criteria:

- Sixteen or seventeen years of age, and
- The student must present written permission from the student's parent or guardian and one of the following:
 1. Verification from a school administrator that the child will not graduate with the child's cohort class because of credit deficiency;
 2. Authorization from a court services officer;
 3. A court order requiring the child to enter the program;
 4. Verification that the child is under the direction of the Department of Corrections; or
 5. Verification that the child is enrolled in Job Corps as authorized by Title I-C of the Workforce Investment Act of 1998, as amended to January 1, 2009.

JECAA: STUDENTS ENROLLING FROM ALTERNATIVE INSTRUCTION AND UNACCREDITED SCHOOLS

An elementary aged child who has been attending an unaccredited school in another state or country or has been receiving alternative instruction and seeks to enroll in the District shall be placed at the child's demonstrated level of proficiency as established by the standardized test administered to enrolled students in that grade in this District. Such child's placement may be in one grade level higher than warranted by the child's chronological age assuming entry into the first grade at age six and annual grade advancement thereafter. After initial placement the child may be advanced according to his or her demonstrated performance.

A child of secondary school age who has been attending an unaccredited school in another state or country or has been receiving alternative instruction who seeks to enroll in the District shall be placed in English and math at the level of achievement demonstrated by standardized tests administered to enrolled students of that age, and in all other subjects on a review of transcripts according to this policy. The child's placement may be in one grade level higher than warranted by the child's chronological age assuming entry into the first grade at age six and annual grade advancement thereafter. After initial placement the child may be advanced according to his/her demonstrated performance.

Procedures for determining units of credit for high school age students who have attended an unaccredited school or alternative program:

1. The principal shall appoint a credit review committee consisting of the high school staff deemed appropriate, and the parents or guardians. The purpose of the credit review committee is to make recommendations to the principal regarding which high school credits should be awarded

to the applicant for work completed in the unaccredited school or alternative instruction program.

2. The credit review committee shall ensure that the student enrolling has completed at least one standardized achievement test in the areas of English and Math selected by and administered by the school district.
3. The credit review committee shall recommend to the principal units of credit for English and Mathematics based on the student's composite Subtest achievement scores in Reading (English) and Mathematics as deemed appropriate by the committee.
4. The credit review committee shall recommend to the principal units of credit for subjects other than English and Mathematics based upon factors, including but not limited to the following: classes taken, transcripts, class or course syllabus for each course taken, and District approved minimum competency tests in particular subject areas.
5. Should there not be a consensus within the credit review committee, the committee shall submit to the principal the differing recommendations and the rationale for each recommendation given.
6. Upon receipt of the credit review committee recommendations, the principal shall determine which credits are to be applied for purposes of grade and class placement and toward graduation credits.
7. All students who have attended an unaccredited school or alternative program and enrolling in the District shall be required to meet District graduation requirements before being issued a diploma.

Any parent or guardian who is dissatisfied with the District's placement of the child may appeal it to the secretary of the Department of Education.

The following procedure shall be used to address an appeal of the Principal's placement decision.

1. The appeal shall be in writing. The appealing party must attach the Principal's written decision.
2. In the Superintendent's sole discretion, the Superintendent may (a) meet and discuss the matter with the Complainant, (b) meet and discuss the matter with the Complainant and Principal, or (c) meet and discuss the matter with the Principal.
3. Within fourteen (14) calendar days from the date the appeal was filed with the Superintendent, the Superintendent shall render a decision in writing. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to the Complainant and Principal; the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant and Principal shall receive copies of the decision. The Superintendent may uphold, reverse or modify the Principal's decision. The Superintendent may also refer the matter back to the Principal for further investigation. The Principal may uphold, modify or reverse his or her initial decision. After a matter has been referred back to the Principal, and the Principal rendered a second decision, that decision may also be appealed to the Superintendent.
4. The Superintendent's decision may be appealed by the Complainant to the Secretary of Education within (10) ten calendar days of receipt of the Superintendent's written decision.

JED: STUDENT ABSENCES AND EXCUSES

A student's contribution to and achievement in class are directly related to attendance. Both students and parents must understand that students miss a vital portion of their education when they are absent from school.

While it is true that written work can be completed for make-up, class instruction or presentations, discussions, some audio-visual presentations, or student-teacher interaction can never be made up. 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:

1. Illness or quarantine;
2. Bereavement or serious illness in family;
3. Weather so inclement as to endanger the health of the child;
4. Observance of major religious holidays.

A child may also be excused for other exceptional reasons with approval of the school administrator. Also with such approval, students may be eligible to be counted for school attendance for up to five days each term if an excuse from actual school attendance is requested by a parent or guardian for attendance at a state or nationally recognized youth program of educational value or for the purpose of working as a precinct election official if the student is at least eighteen years old.

In instances of chronic or irregular absence reportedly due to illness, the school administration may request a physician's statement certifying such absences to be justifiable. Any absence other than excused absence is considered truancy.

JEE: STUDENT ATTENDANCE ACCOUNTING

The Board recognizes the importance of student accounting. Accurate information regarding the whereabouts of school-age children, both public and private, is essential to the operation of the school district.

As required by state law, the Superintendent will be responsible for an accurate record of the attendance or nonattendance of all students who are enrolled in school. The school district truancy officer will also keep a record of all those children who are required by law to be enrolled in school and who do not attend, or whose attendance is irregular.

JEG: EXEMPTIONS FROM SCHOOL ATTENDANCE

GED PROGRAM: Students aged 16 years of age or older will be exempt from compulsory attendance provided they are enrolled in and participating in a school-based or school contracted Graduate Equivalency Degree (GED) program . The student must present written permission from the student's parent or guardian and meets one or more of the following five conditions:

1. Verification from a school administrator that the child will not graduate with the child's cohort class because of credit deficiency;
2. Authorization from a court services officer;
3. A court order requiring the child to enter the program;
4. Verification that the child is under the direction of the Department of Corrections; OR
5. Verification that the child is enrolled in Job Corps as authorized by Title I-C of the Workforce Investment Act of 1998, as amended January 1, 2009.

RELIGIOUS EXEMPTION AFTER EIGHTH GRADE: A child of compulsory school age who has successfully completed the first eight grades is excused from compulsory school attendance if:

1. The child or the parents of the child are members of a recognized church or religious denomination that objects to the regular public high school education; and
2. The recognized church or religious denomination either individually or in cooperation with another recognized church or religious denomination provides a regularly supervised program of instruction in which each child participates in learning activities appropriate to the adult occupation that the child is likely to assume in later years.

STUDENT EXCUSED BECAUSE OF ILLNESS IN FAMILY: The School Board may excuse a child from school attendance because of serious illness in his immediate family, making his presence at home an actual necessity, or his presence in school a menace to the health of other pupils. The School Board may

require the submission of medical evidence as a condition of granting an excuse pursuant to this section.

STUDENT EXCUSED TO ATTEND STATE OR NATIONALLY RECOGNIZED YOUTH EVENTS, AND WORK AS PRECINCT ELECTION OFFICIAL: A student is eligible to be counted for school attendance up to five days in a school term if an excuse from actual school attendance is requested by a parent or guardian for the purpose of attending events of state or nationally recognized youth programs of educational value or for the purpose of working as a precinct election official if the student is at least eighteen years old.

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX

Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:
 1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

Sexual assault, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. The length of the relationship.

The type of relationship.

3. The frequency of interaction between the persons involved in the relationship.
5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

1. fear for his or her safety or the safety of others; or
2. suffer substantial emotional distress.

7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.
2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:
 1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
 2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
 3. Deny any person any such aid, benefit, or service;
 4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

5. Apply any rule concerning the domicile or residence of a student or applicant;
6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.
3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy JFH.

4. **Response to Sexual Harassment**

1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.
2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.
4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be

construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.
5. **Grievance Process for Formal Complaints of Sexual Harassment.**
 1. **General Requirements.**
 1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
 2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
 3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
 4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
 1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
 2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 1. The definition of sexual harassment in subsection 2.6;
 2. The scope of the district's education program or activity;
 3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
 3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
 4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. **Notice of Allegations.**
 1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
 1. A copy of this policy.
 2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Supplemental Notice. If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of Formal Complaint.

The district will investigate the allegations in a formal complaint.

2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

Did not occur in the district's education program or activity; or

3. Did not occur against a person in the United States.

3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

2. The respondent is no longer enrolled in or employed by the district; or

Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility

1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
 1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 6. The district's procedures and permissible bases for the complainant and respondent to appeal.

3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
4. The Title IX Coordinator is responsible for effective implementation of any remedies.
8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.
 1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Title IX Coordinator within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

Grounds for Appeal. Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
3. As to all appeals, the district will:
 1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
 2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
 3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
 4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
 5. Issue a written decision describing the result of the appeal and the rationale for the result; and
 6. Provide the written decision simultaneously to both parties.
9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:
 1. Provides to the parties a written notice disclosing:
 1. The allegations;

2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. Obtains the parties' voluntary, written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
10. **Recordkeeping.**
 1. The district will maintain for a period of seven years records of:
 1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
 2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.
6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.
7. **Access to Classes and Schools.**
 1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.
 1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.
 2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as

assessed by objective standards of individual performance developed and applied without regard to sex.

3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.
2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.
8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.
 1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.
2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.
9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.
10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).
 1. **Specific Circumstances.**
 1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.
Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.
11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not

discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.
14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

There being no further business on motion by D.Garry , seconded by Evan to adjourn. All voting "aye", motion carried.6:15 PM)

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

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