



"To Build Knowledge and Skills for Success Today and Tomorrow"

AGENDA for July 14, 2025
6:30 PM Regular Board Meeting (New Board)
Board Room, Williams Administration Building
Zoom Link: <https://sdk12.zoom.us/j/99526328724>

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1. Call meeting to order/roll call
 2. Oath of Office
 3. Agenda
 4. Election of President and Vice President
 5. School Board Organizational Items - Unanimous Consent Motion
 - 5.a. Set regular meeting date, time and place
 - 5.b. Designate official depositories
 - 5.c. Authorize business manager as custodian of public funds, custodial funds, and authorize investment/reinvestment of district funds
 - 5.d. Authorize business manager to electronically transfer funds for school authorized business.
 - 5.e. Designate official newspaper
 - 5.f. Authorize business manager to file all state and federal grant claims
 - 5.g. Adopt Board Policies
 - 5.h. Appoint authorized representative for food service program
 - 5.i. Appoint truancy officers for district
 - 5.j. Appoint federal compliance coordinators for district
 - 5.k. Authorize the superintendent or his designee to close school in emergency situations and inclement weather.
 - 5.l. Authorize Participation in Associations (ASBSD)
 - 5.m. Appoint legal counsel for district
 6. Organizational Items - Individual Action Items
 - 6.a. Designate school board member(s) authority to countersign checks drawn by business manager
 - 6.b. Establish board salaries and mileage rate
 - 6.c. Establish travel allowances and mileage rates
 - 6.d. FY2025-26 Prepaid Vendors List
 - 6.e. Approve 2025-26 Stipend Schedule
 7. Consent Agenda
 - 7.a. Authorize Published Salaries for 2025-26

- 7.b. Claims for Payment
- 7.c. Open Enrollment, In District Transfer and/or Transfer of Athletic Eligibility
- 7.d. Activity Assignments & Activity Volunteers
- 8. Conflict of Interest Waivers
 - 8.a. Approve Megan Snyder Conflict of Interest Waiver
 - 8.b. Approve Brian Voight Conflict of Interest Waiver
 - 8.c. Approve Justin Jutting Conflict of Interest Waivers
- 9. Open Forum
- 10. Action Items
 - 10.a. 2025-26 Food Service Rates and Fees
 - 10.b. Selection of Black Hills Special Services Co-op representative and alternate
 - 10.c. West River Mental Health MOU
 - 10.d. Approve MOU with ABC
 - 10.e. Spearfish, Faith and Rapid City Bus Stop Agreements
 - 10.f. 2025-26 Vendor Food Service Product
 - 10.g. Harlow's Bus Renewal Contract for 2025-26
 - 10.h. Approve EMC and CRC Property and Liability Insurance Package
 - 10.i. Approve Horace Mann TPA
 - 10.j. Amend 2025-26 Academic Calendars
 - 10.k. BHSSC Contracted Services Agreement
 - 10.l. Woodle Field Purchase Agreement
 - 10.m. Approve KLH Consulting Contract
 - 10.n. Approve Summerset SRO MOU
 - 10.o. Amend School Board Policy BD: School Board Meetings
 - 10.p. Amend School Board Policy KLB: Public Complaints About Curriculum or Instructional Materials
 - 10.q. Amend School Board Policy IIAC: Library Materials Selection and Adoptions
- 11. Policy Reviews
 - 11.a. Second Reading of School Board Policy JFC: Student Conduct
 - 11.b. Second Reading of School Board Policy JFCK: Cell Phones and Portable Digital Media Devices
 - 11.c. Second Reading of School Board Policy KG: Facility Use
 - 11.d. First Reading of School Board Policy BDDG: Minutes
 - 11.e. First Reading of School Board Policy JEA: Compulsory Attendance Ages
 - 11.f. First Reading of School Board Policy JEG: Exemptions from School Attendance
 - 11.g. First Reading of School Board Policy ECABB: Multi Occupancy Room Use (Bathrooms)
- 12. Discussion Items
 - 12.a. Establishment of School Board Committee Assignments
 - 12.b. Bus Route Change Requests
 - 12.c. Schedule School Board Study Session
 - 12.d. Schedule Gavel Training
 - 12.e. Process for Addressing General Fund Deficit in FY2026-27 and 2027-28
 - 12.f. Business Manager Bonding Laws
- 13. Reports
 - 13.a. Administrators

- 13.b. Board Members
 - 13.b.1. ASBSD & SASD Joint Convention
 - 13.b.2. Meade County Fair
- 13.c. BHSSC
- 13.d. Superintendent
- 14. Upcoming Calendar Events
- 15. Executive Session SDCL 1-25-2 Executive or closed meetings--Purposes--
Authorization--Violation as misdemeanor. Executive or closed meetings may be held for
the sole purpose of: View SDCL 1-25-2 for all reason for executive session.
 - 15.a. School board members will enter into executive session to discuss
Marketing/Negotiations (SDCL-1-25-2.5)
- 16. Adjournment



"To Build Knowledge and Skills for Success Today and Tomorrow"

Policy BCA: ANNUAL BOARD ORGANIZATIONAL MEETING

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

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 by the business manager and the oath of office will be given by the business manager to all newly elected Board members. The business manager will conduct the election for the School Board President. The Board President will assume office and will conduct the election for the Vice-President. The persons elected as President and Vice President shall serve in the positions until the next annual meeting.

BUSINESS ITEMS

Items of business to come before the annual meeting may include but are not limited to:

1. Setting of date, time and place for regular meetings (required);
2. Designation of official depository or depositories (required);
3. Designation of the custodians of all accounts (required);
4. Authorize business manager to electronically transfer funds for specifically authorized purposes;
5. Designation of official legal newspaper (required);
6. Designation of school board member(s) who in addition to the school board president have the authority to countersign checks drawn by the business manager (required);
7. Authorization of continuation of existing funds or accounts and the establishment of any new accounts;
8. Establishment of school board committees (such as finance, curriculum, negotiations, facility, transportation, policy review and development and such other committees as determined by the school board) and school board representatives to serve on other boards as applicable (i.e., educational cooperative board, equalization board, ASBSD Delegate Assembly, etc.);
9. Setting bond for school business manager (required), and in discretion of school board, set bonds for school board members and other employees;
10. Appointment of truancy officer;
11. Appointment of Title IX compliance officer;
12. Appointment of Rehabilitation Act Section 504 compliance officer;
13. Appointment of Americans with Disabilities Act compliance officer;
14. Appointment of Age Discrimination Act compliance officer;
15. Appointment of Asbestos compliance officer;
16. Designation of parliamentary procedure guidelines for Board meetings;
17. Authorization of business manager to invest and reinvest funds in institution, which serves greatest advantage to school district;

18. Selecting date of annual school election;
19. Setting school activities admission fees;
20. 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;
21. Establish Board of Education compensation;
22. Designation of School District Attorney(s);
23. Authorize participation in associations (i.e., ASBSD, SDHAA, etc.).



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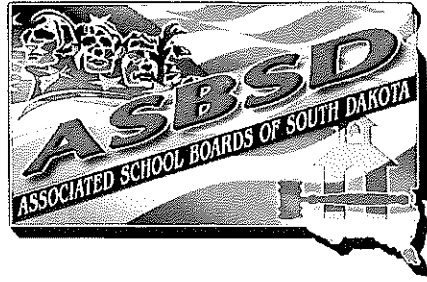
Policy BBAA: BOARD MEMBER AUTHORITY

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 06/14/2012 | Last Reviewed Date: 09/11/2023

The powers delegated to a School Board by the state are delegated to the Board as a whole. No authority is granted Board members acting as individuals.

The Board exercises its powers and duties only in properly called meetings, where a majority of the Board constitutes a quorum to transact business. Except when performing a specific duty as ordered by the Board, the decision and actions of a single member of the Board are not binding on the entire Board.



**Payment Due:
August 1, 2025**

2025-2026 ASBSD DUES

May 29, 2025

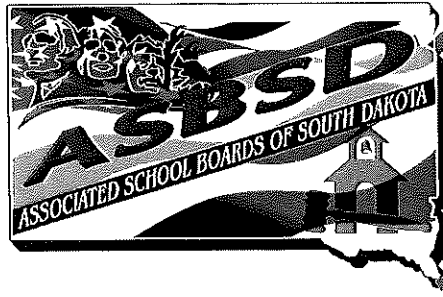
Meade School District
1230 Douglas St
Sturgis, SD 57785-1869

| | |
|--|---------------------------|
| 2023-2024 Expenditures | \$24,193,560.76 |
| Base | \$750.00 |
| 2023-2024 Expenditures minus \$1,000,000 X .0001532 | \$3,553.25 |
| TOTAL ASBSD 2025-2026 DUES | <u>\$ 4,303.25</u> |

***SPECIAL NOTE:** Please issue a separate check for payment of dues -- **DO NOT** include workers' compensation or property/liability premiums in this payment or the check will be returned. Thank you!

Please pay from this bill and make check payable to **ASBSD** and remit to:

ASBSD
PO Box 1059
Pierre SD 57501-1059



Executive Committee

May 29, 2025

President
Garret Bischoff

First Vice President
Shane Roth

Second Vice President
Lisa Snedeker

Immediate Past President
Louann Krogman

ASBSD Executive Director
Heath Larson

Directors

Central Region
Dan Cronin
Pierre

Pamela Haukaas
Colome Consolidated

Eric Stroeder
Mobridge-Pollock

Steve Kubik
Winner

Northeast Region
Duane Alm
Aberdeen

Garret Bischoff
Huron

Jamie Lindner
Waverly-South Shore

Shane Roth
DeSmet

Southeast Region
Mark Winegar
Vermillion

Ellie Saxer
Brandon Valley

Julie Schwader
Howard

Lisa Snedeker
Woonsocket

Marc Murren
Sioux Falls

Western Region
Jamie Clapham
Rapid City

Tanya Gray
Douglas

Susan Humiston
Edgemont

Anita Peterson
Haakon

Lexi Lux
Lead-Deadwood

Brett Burditt, Business Manager
Meade School District
1230 Douglas Street
Sturgis, SD 57785

Dear Brett:

On behalf of Associated School Boards of South Dakota, thank you for allowing us to serve you and your district during the 2024-25 school year. We look forward to working with you again in 2025-26.

ASBSD is committed to continuing the great relationship built between your district and state school board Association.

As leaders in public education, a strong partnership between your district and ASBSD enhances our excellent public school system in South Dakota, which benefits all of our students, staff members, communities and state.

Partnering with ASBSD also offers access to advocacy work, Protective Trust fund options, policy services, board training opportunities, many different in-person and online events, unlimited job posting on our Teacher Placement website, a variety of honors, awards and other recognitions, and connection to our knowledgeable and professional staff to answer your questions.

Enclosed with this letter is a statement of district dues for the 2025-26 school year. We ask for your cooperation in returning the dues payment by August 15, 2025.

Please, reach out to myself or other ASBSD staff with any questions you may have or any support needed, today, tomorrow or in the future.

Thank you for your continuing support. It is an honor and privilege to work for South Dakota K-12 public schools.

Sincerely,

Heath Larson
Executive Director

HL:kmb

Enclosures

FY2025-2026 The Board of Education authorized prepaid vendors list.

| <u>Vendors</u> | <u>Average monthly amount.</u> |
|----------------------------|--------------------------------|
| MONTANA-DAKOTA UTILITIES | \$26,000.00 |
| BLACK HILLS ENERGY | \$55,000.00 |
| WEX | \$3,500.00 |
| CAPITAL ONE (WALMART) | \$500.00 |
| BLACK HAWK WATER | \$200.00 |
| CITY OF WHITEWOOD | \$100.00 |
| SYNCHRONY BANK (SAMS CLUB) | \$500.00 |

Insurance checks after payroll (s) for the month is done. The insurance checks include employee's contribution.

| | |
|--------------|--------------|
| WELLMARK | \$240,000.00 |
| SUN LIFE | \$6,500.00 |
| DELTA DENTAL | \$20,000.00 |

These annual expenses do not always line up with school board meetings for timely approval.

Northland Bond Services (Debt Services)

Levitt Heartland Insurance (Liability Insurance)

EMC (Liability Insurance)

Business manager or Superintendent authorized to approve payments for essential operation emergencies in the district. Our current vendors for these services listed below. This is subject to change depending on availability.

RASMUSSEN

COMTECH

TEMPTECH

AMICK SOUND INC

SEVERSON DIRT WORKS

Stipend Schedule
2025-26

| | |
|---|---|
| Instructional Council – -Curriculum Department Chair - District Grade Level Leader | \$1,000/yr. \$30/hour (as needed) |
| Curriculum Committee Member | \$30/hour (as needed) |
| PASS Teacher Leader/Trainer | \$150 per day of teaching |
| Safety Team Committee Member | \$1000/year |
| *15 members starting FY24 for 3-5 years for start-up (will decrease members after this initial period) | |
| Any Presenter | \$50/hour when presenting (includes prep time) |
| Teacher Mentor | \$1000/year |
| Summer School & After-School Teacher | \$30/hour |
| Non-Certificated Substitute Teacher (7.5 hours) | \$100/day (1-25 days) \$130/day (26+ days) |
| Non-Certificated Substitute Teacher (8 hours) | \$106/day (1-25 days) \$136/day (26+ days) |
| Certificated Substitute Teacher (7.5 hours) | \$120/day (1-25 days) \$150/day (26+ days) |
| Certificated Substitute Teacher (8 hours) | \$126/day (1-25 days) \$156/day (26+ days) |
| **No retroactive pay for substitute rates | |

Abell, Ashley, 53,080, 2,336, 2,917; Abell, Michael, 55,733, 3,045, 2,625, 7,703; Abrams, Bruce, 20.00; Albrecht, Michelle, 66,476; Albright, Gregory, 20.00; Andersen, Kristin, 15.01; Anderson, Ward, 51,880, 5,356, 4,880; Anderson, Taylor, 57,090; Anderson, Jami L, 61,447; Anson, Torrey, 51,000; Aplan, Karla, 19.10; Arneson, Shannon, 17.13; Arneson, Chase, 2,227; Arthur, Alice, 60,332; Aspen, Darla, 53,098; 2,740.00; Avery, Daniel, 59,005; Avery, Dadra, 70,599; Bakke, Sara, 58,913; Barden, Twyla, 74,237, 2,876; Barker, Roger, 21.48; Barnes, Carrie, 55,044; Barry, Teresa, 19.92; Bartlett, Teresa, 59,031; Bash, Kate, 51,082; Bataille, Walter, 20.00; Begeman, Brittany, 19.10; Bergstrom, Carrie, 16.47; Bernard, Julie, 67,673; Bernhagen, Jessica, 55,467; Bertalot, Kody, 15.65; Bilbrey, Ashley, 51,245; Bland, Kattie, 57,961, 2,264, 2,156; Boelter, James, 65,000; Bridges, Vanessa, 59,005, 1,247; Brink, Francie, 21.99; Brink, Lynsy, 15.75; Brown, Pamela, 18.04; Bruch, Scottie, 3,109; Buchholz, Sandra, 37,268; Buckley, Alexa, 51,082, 2,192, 2,494, 4,186; Budmayr, Myla, 20.16; Bulat, Shelbi, 55,799; Burgner, Megan, 17.43, 2,489; Cadotte, Celisity, 59,137; Cammack, Kristin, 54,962, 1,459, 1,880, 2,679, 5,492; Cano, Debbie, 63,221; Carpenter, William, 66,685, 3,109, 2,588, 1,270, 2,588; Carpenter, Julie, 69,076; Cass, Patrick, 58,552, 6,036, 6,104; Christensen, Amanda, 86,945; Christensen, Andrea, 63,513; Christman, Rebecca, 55,493; Christman, Tiffany, 57,961; Cichosz, Larie, 14.80; Clement, Carsey, 2,935, 2,894; Cole, Sadie, 50,750; Conover, Amy, 84,660, 20,000; Cook, Mary, 75,094; Crago, Kylee, 50,750; Craig, Daleena, 60,758, 3,136, 4,608; Cranmore, Sheri, 17.13; Crowser, Sheri, 18.78; Cummings, Jennifer, 58,633; Cuneo, Pamela, 52,523; Cunningham, Kimberly, 66,353; Curtis, Valerie, 20.89; Dahl, Kristi, 63,142; Davis, Kim, 18.04; De Cost, Sarah, 62,137; Dean, Ashley, 60,346; Delzer, Brittany, 51,082; Dillman, Gracie, 51,164; Dirksen, Josie, 51,485, 2,228, 5,016; Dobler, Julie, 53,609.00, 4,000; Doerges, Trent, 61,882; Dolney, Sherry, 15.92; Drury, Samantha, 81,473; Dschaak, Ethan, 110,945; Dschaak, Shanna, 67,502; Duncan, Kelsey, 55,965; Eddy, Cindy, 18.68; Edwards, Katy, 14.80; Eggleston, Ellie, 67,000; Elshere, Jeremy, 2,346; Erlenbusch, Heather, 68.56; Erlenbusch, Taylor, 62,500; Estes, William, 21.62; Evans, Carla, 18.54; Evens, Stephanie, 20.36; Fahrenholz, Tamie, 15.01; Fallon, Carlee, 51,674; Fasso, Joseph, 51,082.00, 2,494; Ferguson, Cindy, 18.83; Ferguson, Haley, 16.83; Fitzpatrick, Adam, 55,769; Freeman, Reba, 16.45; Freese, Ivy, 55,131; Fritel, Ethan, 2,156; Garner, Sidney, 55,930; Geigle, Natasha, 53,250; Gilbert, Tammy, 60,346; Glidden, Rebecca, 52,570; Graf, Dan, 4,744; Graham, Shelane, 18.95; Grate, Clarence, 20.54; Green, Barbara, 16.87; Grosch, Joshua, 20.00; Grube, Aaron, 20.00; Grube, Christy, 15.12; Guttierrez, Janice, 62,039; Halter, Kelly, 60,459; Halter-Waider, Carol, 63,199.00, 2,617; Hammerstrom, Emily, 17.02; Hansen, Nicholas, 58,628; Hanzlik, Theresa, 20.27; Harrington, Katie, 60,875.00, 1,291; Harris, Alicia, 18.72; Harris, Billie, 55,965; Hartung, Maria, 57,589; Hartwig, Kimberly, 71,271; Harwood, Debra, 17.13; Hatch, Dusty, 2,264; Hawkins, Nakeisha, 51,000; Hawkins, Leslie, 54,800; Hayes, Emma, 15.30; Hayford, Sherry, 15.12; Hedderman, Chad, 111,248; Hedderman, Christine, 71,887; Heilman, Dionne, 61,602; Herringer, Renee, 16.87; Heupel, Samantha, 55,207; Hickel, Hilary, 16.87; Hill, Natalie, 19.10; Hill, Hillary, 57,658.00, 1,375.00, 1,375, 5,996; Hilton, Steve, 56,955, 4,948; Himley, Jordan, 58,221; Hlavka, Carol-Anne, 38,771; Hodina, Randi, 15.75; Holben, Stran, 51,164, 5,664; Hollearn, Christina, 51,082; Holly, Heather, 17.02; Holzbauer, Jenece, 53,560, 3,859, 880; Huber, Nicole, 17.85; Hunt-O'Brien, Mary, 14.80; Hyde, Corey, 51,327;

Inhofer, Shelly, 65,870; Isaacson, Cheryllynn, 69,913; Jahn, Lauren, 51,485; Jensen, Gerri, 18.04; Jensen, Carolyn, 66,353; Johnson, Cathy, 17.82; Johnson, Dawn, 18.06; Johnson, Wendy, 16.69; Johnson, Elizabeth, 106,417; Johnson, Coleman, 51,245, 4,880; Johnson, Eric, 55,907; Johnson, Karmen, 66,288; Jones, Kirby, 52,489; Jones, Macenzie, 51,000, 2,156; Jordan, Taylor, 51,485; Juelfs, Anson, 2,535; Juso, Colton, 2,192; Justice, Keenan, 52,489, 2,725, 2,900; Jutting, Katy, 86,945; Kaitfors, Maggie, 74,130; Karsten, Debra, 18.04; Karsten, Jean, 65,686.00, 1,500; Kaufman, Alex, 15.01; Kaufman, Stephanie, 67,068, 974; Kazee, Kristal, 19.89; Keck, Monique, 52,570; Keffeler, Coleen, 95,305; Keffeler, Jade, 2,192; Keffeler, Kaitlyn, 2,192; Keffeler, Jennifer, 38,811; Kesl, Micah, 51,082; Keszler, Seth, 17.59; Keszler, Steve, 66,288, 6,036, 6,036, 6,036; Kier, Lorelei, 16.29; Killinger, Rebecca, 51,245; Klein, Teagan, 15.00; Kleinsasser, Lisa, 52,390; Knuppe, Brittainy, 61,478; Knutson, Carla, 18.04; Koester, Dallas, 20.40; Koletzky, Christopher, 61,422, 5,832, 8,178; Komes, Heidi, 53,250; Koontz, Shawn, 58,929; Kopplin, Holly, 20.00; Kopriva, Lauren, 51,485; Kusters, Becky, 61,359; Kotab, Christian, 71,000; Kraft, Heidi, 63,772; Kremer, Tanya, 20.00; Kruse, Heidi, 58,378; Kuno, Kaitlyn, 51,082; Kvernum, Meghan, 62,479; Lamont, Shilo, 15.74; Langenbau, Kristi, 51,755; Lanphear, Tod, 23.29; Larson, Loreena, 52,570; Larson-Audiss, Sara, 18.04; Leonhardt, Bryce, 62,274, 1,420, 5,900; Lesmeister, Cody, 51,485; Lewis, Tyler, 55,542, 2,300, 4,948; Lewis, Timmi, 55,570, 6,848; Ligtenberg, Chantal, 110,945; Like, Hailee, 50,750; Lindsey, Madison, 51,245; Lingwall, Cerrina, 18.04; Linn, Sarah, 16.87; Lisko, Rainee, 18.53; Lockman, Pasiensia, 51,164; Loftin, Jennifer, 51,880, 1,331, 1,381.33, 4,201; Loftus, Shelley, 28.27; Long, Lexi, 18.04, 2,192, 4,744; Lorius, Laurie, 23.68; Louder, Tyler, 6,115; Loughlin, Kayla, 15.75; Ludens, Michelle, 59,137; Ludwick, Tanya, 23.55; Lyons, Sarah, 63,798; Maki, Patrice, 15.75; Mallett, Jennifer, 60,346; Marcoe, Kristin, 51,245; Marolt, Kayde, 52,465; Marolt, Marco, 51,164; Marr, Amanda, 51,447; Marso, Patricia, 55,552; Martens, Shelley, 17.28; Mathis-Anderson, Janis, 70,191; Matt, Bailey, 51,880; Mccann, Timothy, 73,087; Mccaskey, Mark, 17.16; Mccauley, Natalia, 18.24; Mccurdy, Sara, 52,489.00, 2,120; Mcgillivray, Maranda, 61,935; Meirose, Jill, 21.38; Meredith, Michela, 61,171; Meyer, Sophia, 18.16; Meyer, Julie, 63,457; Middleton, Avery, 51,082; Mikkelson, Shelly, 71,153; Miller, Edward, 15.75; Miller, Lisa, 16.43; Miller, Rayberta, 18.55; Miller, Cyle, 60,773; Miller, Anne, 64,064; Mollman, Julie, 52,020; Monahan, Jennifer, 63,856; Morell, Vikki, 16.45; Mott, Matthew, 60,414, 4,144; Mullaney, Tonya, 71,887; Munoz Sosa, Jaquelin, 27.67; Murphy, Roxanne, 75,225, 3,273, 2,820, 3,273; Murray, Courtney, 51,408, 2,156, 2,192; Murtha, Austin, 15.76; Navarro, Daena, 14.98; Neilan, Tammy, 58,576, 1,291; Nelson, Tina, 18.53; Nelson, Gary, 70,444, 2,840, 2,840, 1,628.33; Neuschwander, Rachel, 3,916; Noble, Chelsae, 55,965; Nold, Timothy, 15.92; Noteboom, Aaron, 55,706, 2,696, 2,120, 7,988; Nudd, Heather, 15.92; O'boyle, Katherine, 52,052, 2,372, 5,084; Odle, Ashlee, 50,750; Olson, David, 111,248; Olson, Jimi, 51,447, 5,581; Olson, Taylor, 56,228, 2,192; Opstedahl, Kathryn, 15.91; Oviatt, Megan, 62,951, 1,680; Paget, Stephanie, 57,026; Pankratz, Melissa, 86,945; Parsons, Darla, 19.89; Paulsen, Michele, 61,478; Peachey, Anna, 51,485; Penticoff, Laura, 55,759; Peterson, Julie, 18.11; Peterson, Chrissy, 117,794; Peterson, Scott, 4,942, 5,968; Pierson, Jon, 60,346, 2,264, 5,696, 2,699; Pierson, Sunny, 56,484; Pitsor, Elizabeth, 53,098; Plymate, Kelli, 15.76; Pool, Courtney, 63,215, 7,893; Pool, Paul, 62,220; Porterfield, Brittan, 73,771; Proefrock, Blake, 60,459, 7,608, 6,245; Proefrock,

Jordan, 55,715; Pulscher, Andrea, 52,570; Ramsdell, Rhonda, 77,007; Ray, Katie Jo, 60,332; Rhoden, Cassie, 2,377; Richards, Amy, 47,924; Ridley, Lexi, 18.01; Robinson-Miller, Sage, 62,984; Roddis, Michael, 66,718; Rohloff, Nathan, 4,608; Roy, Aaden, 52,153; Ruel, Nicole, 17.85; Ruff, Kelsey, 51,245; Rundell, Sara, 51,485; Sadler, Bridgett, 55,466; Sandness, Laura, 65,972; Sarringar, Kayla, 51,164; Scarborough, Carmen, 17.83, 2,494; Schlichtemeier, Jason, 69,127, 3,581, 3,273, 2,732, 6,079; Schlichtemeier, Loree, 69,675, 3,478; Schmagel, Jada, 51,245, 2,120; Schmaltz, Vincent, 58,066; Schmidt, Stacey, 64,064; Schmidt, Rebekah, 60,088; Schrier, Amanda, 54,050; Schrock, Lisa, 18.04; Schrock, Rex, 25.54; Schubauer, Allison, 59,137; Schuelke, Brooke, 17.79; Schuelke, Trenton, 51,485, 2,269; Schuelke, Stacy, 63,457; Schuelke, Racquel, 55,131; Schulze, Stefanie, 73,500; Schuster, Rebecca, 15.65; Selfridge, Kayleen, 51,995, 2,336; Septka, John, 22.93; Serbousek, Natalie, 58,889; Severson, Beth, 63,031; Seyer, Tanya, 58,552; Shaw, Zoe, 15.30; Shoemaker, Jayden, 51,082; Sigman, Shauna, 16.94; Silvernail, Rebecca, 75,168; Simons, Anne, 68,038; Sivertsen, Rance, 1,132; Sjomeling, Celena, 17.02; Sletten, Colleen, 21.20; Smeenk, Jamie, 16.87; Smiley, Kristin, 16.07; Smiley, Melinda, 18.12; Smith, Paul, 6,162; Smith, Ginger, 51,000; Smith, Rebecca, 51,245; Smith, Kimberly, 52,570; Snyder, Emily, 19.89; Snyder, Jenna, 51,327; Somervold, Kimberly, 51,245; Soriano, Gina, 51,245, 1,291; Spear, Samantha, 19.08; Sperling, Danielle, 18.04; Stagner, Kelli, 52,489; Stanforth, Cooper, 52,570, 2,724, 2,535; Starkweather, Charlene, 61,414; Steckelberg, Alli, 52,609; Steinley, Grace, 61,766, 3,344; Stenbak, Mary, 60,088; Stevens, Renee, 51,082; Stiefvater, Mary, 16.83; Strand, Dena, 18.06; Stribel, Amara, 52,489; Sullivan, Wayne, 100,715; Sulzbach-Bataille, Mica, 51,082, 2,192; Sundall-Taylor, Kristin, 60,089; Sundstrom, Thor, 3,802; Swedin, Jana, 51,447; Taylor, Jodie, 21.73; Temple, Jade, 101,500; Teppo, Delmar, 20.89; Thies, Jaclyn, 14.79; Toolen, Taylor, 18.04; Townsend, David, 25.65; Treloar, Julie, 56,619; Tveidt, Sheldon, 63,240; Uit De Flesch, Heidi, 16.45; Uran, Cody, 2,494; Urbaniak, Missy, 58,699; Van Zee, Kari, 51,485, 2,494, 880; Vanpelt, Tessa, 15.00; Voight, Tamara, 60,399, 7,798; Waitman, Abbie, 58,452; Walker, Carla, 17.85; Walker, Maggie, 18.61; Walton, Ian, 52,570; Weber, Rebecca, 66,288; Weeldreyer, Jeremiah, 86,700; Weisz, Judy, 17.44; Wels, Kasha, 15.00; Wenk, Cami, 57,589, 2,156, 1,228, 1,270; Wetz, Angela, 18.14; Wheaton, Kristin, 60,033; White, Elizabeth, 51,000; Whitehead, Michelle, 56,585; Whitman, Jennifer, 17.44; Whitted, Kayelyn, 51,327; Wilburn, Debra, 20.16; Wilcox, Amy, 2,372; Williams, Andria, 56,603; Willuweit, Becky, 16.30; Wilson, Joan, 18.77; Wilson, Pete, 125,897; Wilson, Mikayla, 56,537, 1,646; Wilson, Caitlin, 51,164; Wilson, Kassi, 55,289; Wood, Melissa, 71,888; Wood, Jade, 51,000; Woods, Lindsey, 51,674; Word-Dennis, Jennifer, 18.04; Worthington, Katrina, 55,125; Wuebben, Brooke, 5,830, 3,447; Young, Emily, 51,880, 1,400.33, 6,079; Zacher, Allison, 51,245; Zerbst, Gabriel, 17.66

Meade School District
Claims for Payment
July 14, 2025

| Vendor Name | Description | Amount |
|-----------------------|------------------------|-------------------|
| ALBERTSON ENGINEERING | MPR DOOR SBMS | 4,000.00 |
| | VENDOR TOTAL | <u>4,000.00</u> |
| ASBSD | WORKER'S COMP | 53,166.00 |
| ASBSD | DUES | 4,303.25 |
| | VENDOR TOTAL | <u>57,469.25</u> |
| BH WATER | UTILITIES | 2,604.30 |
| BH WATER | UTILITIES | 38.00 |
| | VENDOR TOTAL | <u>2,642.30</u> |
| BH ENERGY | UTILITIES | 44,274.70 |
| | VENDOR TOTAL | <u>44,274.70</u> |
| BORDERLAN SECURITY | ADM. SOFTWARE | 12,400.00 |
| | VENDOR TOTAL | <u>12,400.00</u> |
| CITY SUMMERSET | UTILITIES | 14.60 |
| | VENDOR TOTAL | <u>14.60</u> |
| COMBINED BUILDING | SWMS LOCKERS | 27,645.00 |
| | VENDOR TOTAL | <u>27,645.00</u> |
| COMMTECH | WHITEWOOD CABLING | 30,761.71 |
| | VENDOR TOTAL | <u>30,761.71</u> |
| CRISIS GO | SAFETY SOFTWARE | 10,385.00 |
| | VENDOR TOTAL | <u>10,385.00</u> |
| ED CLUB | INSTRUCTIONAL SOFTWARE | 4,080.00 |
| | VENDOR TOTAL | <u>4,080.00</u> |
| EMC | INSURANCE | 554,977.00 |
| | VENDOR TOTAL | <u>554,977.00</u> |
| FOLLETT | SOFTWARE | 6,777.60 |
| | VENDOR TOTAL | <u>6,777.60</u> |
| FRONTLINE | ADM. SOFTWARE | 7,849.20 |
| FRONTLINE | ADM. SOFTWARE | 22,202.40 |
| | VENDOR TOTAL | <u>30,051.60</u> |
| HAUFF | EQUIPMENT | 4,986.00 |
| HAUFF | EQUIPMENT | 5,940.00 |

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|------------------------|------------------------------|-------------------|
| HAUFF | EQUIPMENT | 4,945.00 |
| | VENDOR TOTAL | <u>15,871.00</u> |
| HEINEMANN | CURRICULUM | 4,268.22 |
| | VENDOR TOTAL | <u>4,268.22</u> |
| HOUGHTON | CURRICULUM | 20,020.00 |
| HOUGHTON | CURRICULUM | 4,675.20 |
| | VENDOR TOTAL | <u>24,695.20</u> |
| INFINITE CAMPUS | ADM. SOFTWARE | 6,094.00 |
| | VENDOR TOTAL | <u>6,094.00</u> |
| IVERSON CONTRUCTION | EXTERIOR WINDOWS | 19,792.70 |
| | VENDOR TOTAL | <u>19,792.70</u> |
| KEY GOVERNMENT FINANCE | COMPUTER LEASE | 394,594.31 |
| | VENDOR TOTAL | <u>394,594.31</u> |
| LEAVITT HEARTLAND | INSURANCE | 66,164.44 |
| LEAVITT HEARTLAND | INSURANCE | 9,819.84 |
| | VENDOR TOTAL | <u>75,984.28</u> |
| MAMMOTH SPORTS | DOWNPAYMENT TURF WOODLEFIELD | 650,000.00 |
| | VENDOR TOTAL | <u>650,000.00</u> |
| MCGRAW-HILL | CURRICULUM | 47,664.60 |
| | VENDOR TOTAL | <u>47,664.60</u> |
| MEGUIRE CHEMICAL | REFINISH FLOORS | 1,350.00 |
| MEGUIRE CHEMICAL | REFINISH FLOORS | 1,350.00 |
| | VENDOR TOTAL | <u>2,700.00</u> |
| MID-AMERICAN | SUPPLIES | 3,989.80 |
| MID-AMERICAN | SUPPLIES | 5,459.80 |
| MID-AMERICAN | SUPPLIES | 907.40 |
| MID-AMERICAN | SUPPLIES | 3,959.80 |
| | VENDOR TOTAL | <u>14,316.80</u> |
| NELSON AUTO CENTER | VEHICLE | 64,228.00 |
| | VENDOR TOTAL | <u>64,228.00</u> |
| NORTHLAND TRUST | SERIES 2015 | 575,920.00 |
| | VENDOR TOTAL | <u>575,920.00</u> |

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| PIONEER BANK & TRUST | 2010 QZAB FINAL PAYMENT | 40,000.00 |
| | VENDOR TOTAL | <u>40,000.00</u> |
| RIVERSIDE TECHNOLOGIES | CAMERAS | 20,474.00 |
| RIVERSIDE TECHNOLOGIES | COMPUTERS | 1,850.00 |
| | VENDOR TOTAL | <u>22,324.00</u> |
| RUSHMORE OFFICE | SUPPLIES | 3,984.00 |
| | VENDOR TOTAL | <u>3,984.00</u> |
| SASD | MEMBERSHIP | 200.00 |
| SASD | MEMBERSHIP | 800.00 |
| SASD | MEMBERSHIP | 757.00 |
| SASD | MEMBERSHIP | 954.00 |
| SASD | MEMBERSHIP | 917.00 |
| SASD | MEMBERSHIP | 602.00 |
| SASD | MEMBERSHIP | 761.00 |
| SASD | MEMBERSHIP | 831.00 |
| SASD | MEMBERSHIP | 984.00 |
| SASD | MEMBERSHIP | 474.00 |
| SASD | MEMBERSHIP | 914.00 |
| SASD | MEMBERSHIP | 709.00 |
| SASD | MEMBERSHIP | 900.00 |
| SASD | MEMBERSHIP | 755.00 |
| SASD | MEMBERSHIP | 996.00 |
| SASD | MEMBERSHIP | 1,683.00 |
| | VENDOR TOTAL | <u>13,237.00</u> |
| SERVALL | LAUNDRY SERVICES | 75.07 |
| SERVALL | LAUNDRY SERVICES | 75.07 |
| SERVALL | LAUNDRY SERVICES | 35.13 |
| | VENDOR TOTAL | <u>185.27</u> |
| SEVERSON DIRT WORKS | REPLACE WATER LINE | 13,307.17 |
| | VENDOR TOTAL | <u>13,307.17</u> |
| SHI | LICENSING | 17,125.46 |
| | VENDOR TOTAL | <u>17,125.46</u> |
| SUI | ADM. SOFTWARE | 14,500.00 |
| | VENDOR TOTAL | <u>14,500.00</u> |
| SDRS | BUYBACKS | 4,745.80 |
| SDRS | BUYBACKS | 6,789.64 |
| SDRS | BUYBACKS | 3,690.35 |
| SDRS | BUYBACKS | 7,155.64 |
| SDRS | BUYBACKS | 1,297.00 |
| | VENDOR TOTAL | <u>23,678.43</u> |
| TEMPTECH | UPGRADE HVAC CONTROLS | 3,275.00 |
| TEMPTECH | UPGRADE HVAC CONTROLS | 21,175.00 |

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| TEMPTECH | UPGRADE HVAC CONTROLS | 7,625.00 |
| TEMPTECH | UPGRADE HVAC CONTROLS | 28,785.00 |
| TEMPTECH | MAINTENANCE AGREEMENT | 8,228.50 |
| | VENDOR TOTAL | <u>69,088.50</u> |

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| TRUIST GOVERNMENTAL FINANCE | SERIES 2021 | 149,305.54 |
| TRUIST GOVERNMENTAL FINANCE | SERIES 2022 | 303,454.76 |
| | VENDOR TOTAL | <u>452,760.30</u> |

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| US BANK | PRINTER LEASE | 5,749.69 |
| US BANK | SERIES 2016A | 563,876.25 |
| US BANK | SERIES 2017A | 581,662.50 |
| | VENDOR TOTAL | <u>1,151,288.44</u> |

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| VISIBLE DIFFERENCE JANITORIAL | CONTRACTED CLEANING | 13,961.46 |
| | VENDOR TOTAL | <u>13,961.46</u> |

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| GENERAL FUNDS | \$ 834,549.53 |
| CAPITAL OUTLAY | \$ 2,065,662.97 |
| DEBT SERVICES | \$ 1,598,299.05 |
| SPECIAL SERVICES | \$ 16,472.35 |
| FOOD SERVICE | \$ <u>1,887.00</u> |
| TOTAL EXPENDITURES | \$ 4,516,870.90 |

Coaches (7-12) - 2025-26 School Year as of 7/10/2025

| Girls Soccer | | Boys Basketball | |
|-------------------------|-----------------------|-------------------------|----------------------|
| | Name | | Name |
| Head Coach | Paul Smith | Head Coach | Aaron Noteboom |
| Assistant Coach | Alexa Buckley | Assistant Coach | Pat Cass |
| Volunteer Coach | Riley Burke | Assistant Coach | Steve Hilton |
| Boys Soccer | | Volunteer Coach | |
| | Name | | |
| Head Coach | Tyler Louder | Volunteer Coach | Nick Nagel |
| Assistant Coach | Thor Sundstrom | Volunteer Coach | Jake Killinger |
| Volunteer Coach | | SWMS Coach - 8A | Joseph Fasso |
| Cross Country | | SWMS Coach - 8B | |
| | Name | | |
| Head Coach | Blake Proefrock | SWMS Coach - 7A | Carsey Clement |
| Assistant Coach | Scott Peterson | SWMS Coach - 7B | Roxy Murphy |
| SWMS Head | Kristin Cammack | SBMS Coach - 8A | Alexa Buckley |
| SWMS Asst. | Taylor Olson | SBMS Coach - 8B | Billy Carpenter |
| SBMS Head | Cooper Stanforth | SBMS Coach - 7A | Keenan Justice |
| SBMS Asst. | Courtney Murray | SBMS Coach - 7B | Colton Juso |
| Cheer | | Girls Basketball | |
| | Name | | Name |
| Head Coach | Brooke Wuebben | Head Coach | Courtney Pool |
| Assistant Coach | Rachel Neuschwander | Assistant Coach | Josie Dirksen |
| Volunteer Coach | Mercedes Vander Wal | Assistant Coach | Lexi Long |
| Boys Golf | | Volunteer Coach | |
| | Name | | |
| Head Coach | Steve Keszler | Volunteer Coach | Taylor Anderson |
| Volunteer Coach | Dana Limbo | SWMS Coach - 8A | Roxanne Murphy |
| Volleyball | | SWMS Coach - 8B | |
| | Name | | |
| Head Coach | Timmi Lewis | SWMS Coach - 7A | Carsey Clement |
| Assistant Coach - JV | Katie O'Boyle | SWMS Coach - 7B | Kayleen Selfridge |
| Assistant Coach - C/9th | Renee Herringer-Deome | SBMS Coach - 8A | Alexa Buckley |
| Volunteer Coach | | SBMS Coach - 8B | Cami Wenk |
| SWMS Coach - 8A | Roxy Murphy | SBMS Coach - 7A | Colton Juso |
| SWMS Coach - 8B | Twyla Barden | SBMS Coach - 7B | Billy Carpenter |
| SWMS Coach - 7A | Ashley Abell | Wrestling | |
| SWMS Coach - 7B | Jada Schmagel | | Name |
| SBMS Coach - 7A | Loree Schlichtemeier | Head Coach | Mike Abell |
| SBMS Coach - 7B | Sara McCurdy | Assistant Coach | Steve Keszler |
| SBMS Coach - 8A | Darla Aspen | Assistant Coach | Jason Schlichtemeier |
| SBMS Coach - 8B | Megan Burgner | Assistant Coach | Bryce Leonhardt |
| Football | | Assistant Coach | Rance Sivertsen |
| | Name | Assistant Coach | Jon Pierson |
| Head Coach | Chris Koletzky | Volunteer Coach | Ashley Abell |
| Assistant Coach | Ward Anderson | Volunteer Coach | Kyler Henderson |
| Assistant Coach | Tyler Lewis | Volunteer Coach | Zak Juelfs |
| Assistant Coach | Dan Graf | Volunteer Coach | Daren Snyder |
| Assistant Coach | Pat Cass | SWMS Head | Jason Schlichtemeier |
| Assistant Coach | Nathan Rohloff | SWMS Asst. | Bryce Leonhardt |
| Assistant Coach | Coleman Johnson | SBMS Head | Anson Juelfs |
| Assistant Coach | Dusty Hess | SBMS Asst. | Tyler Lewis |

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|------------------------|-------------------------------|--|------------------------------|-------------------|
| Volunteer Coach | | | SBMS Volunteer | Edward Heisinger |
| Volunteer Coach | Tom Donney | | Track | Name |
| Volunteer Coach | | | Head Coach | Blake Proefrock |
| Volunteer Coach | Brian Jost | | Assistant Coach | Scott Peterson |
| SWMS Coach - 8 | Jon Pierson | | Assistant Coach | Brittany Songer |
| SWMS Coach - 8 | Bryce Leonhardt | | Assistant Coach | Chris Koletzky |
| SWMS Coach - 7 | Mike Abell | | Assistant Coach | Ward Anderson |
| SWMS Coach - 7 | Jason Schlichtemeier | | Assistant Coach | Kristi Cammack |
| SBMS Coach - 8 | Cody Uran | | Volunteer Coach | Chad Hedderman |
| SBMS Coach - 8 | Ethan Fritel | | Volunteer Coach | Mike Brant |
| SBMS Coach - 7 | Keenan Justice | | SWMS Head | Scottie Bruch |
| SBMS Coach - 7 | Aaron Noteboom | | SWMS Asst. | Mike Abell |
| Debate | Name | | SWMS Asst. | Ashley Abell |
| Head Coach | Tamara Voight | | SWMS Asst. | Josie Dirksen |
| Assistant Coach | | | SWMS Asst. | Jon Pierson |
| SWMS Coach | Megan Oviatt | | SWMS Volunteer | |
| SBMS Coach | Cami Wenk | | SBMS Head | Cooper Stanforth |
| Oral Interp | Name | | SBMS Asst. | Aaron Noteboom |
| Head Coach | Jenece Holzbauer | | SBMS Asst. | Katie O'Boyle |
| SWMS Coach | - | | SBMS Asst. | Courtney Murray |
| SBMS Coach | - | | SBMS Asst. | Kattie Bland |
| Band | Name | | Girls Golf | Name |
| Head Director | Emily Young | | Head Coach | Steve Keszler |
| SWMS/SBMS | Gary Nelson | | Assistant Coach | |
| Chorus | Name | | Girls Softball | Name |
| Head Director | Jennifer Loftin | | Head Coach | Kayleen Selfridge |
| SWMS/SBMS | Hillary Hill | | Volunteer Coach | Jami Anderson |
| Drama | Name | | | |
| Head Director | Hillary Hill | | Junior Class Advisors | |
| Volunteer Coach | Teresa Bartlett | | Split | Vanessa Bridges |
| SWMS Director | | | Split | Jennifer Loftin |
| SWMS Asst. Director | Gina Soriano | | Senior Class Advisors | |
| SBMS Director | Carol Waider | | Split | Stephanie Kaufman |
| SBMS Asst. Director | Katie Harrington | | Split | Kari Van Zee |
| Yearbook | Name | | Split | Jenece Holzbauer |
| Head Advisor | Daleena Craig | | | |
| SWMS Advisor | Kristi Cammack | | | |
| SBMS Advisor | Cami Wenk | | Rural Volleyball | |
| Journalism | Name | | Head Coach | Amy Wilcox |
| Head Advisor | Daleena Craig | | Asst Coach | Cassie Rhoden |
| FFA | Name | | Rural Basketball | |
| Head Advisor | Stran Holben | | Coach | Jade Keffeler |
| Volunteer Coach | Sidney Peterson | | Coach | Kaitlyn Keffeler |
| Student Council | Name | | Coach | Trent Schuelke |
| Head Advisor | Matt Mott | | Coach | JJ Elshere |
| SWMS Advisor | Kristi Cammack/Mikayla Wilson | | Coach | Dusty Hatch |

| | | | | |
|-----------------------|-------------------------|--|-------------------------|--------------------|
| SBMS Advisor | Grace Steinley full FTE | | Coach | Chase Arneson |
| Knowledge Bowl | Name | | Rural Track | |
| Head Advisor | Jean Karsten | | Head Coach | Lexi Long |
| SWMS Advisor | Tammy Neilan | | | |
| SBMS Advisor | Billy Carpenter | | Special Olympics | |
| Prostart | Name | | Head Coach | Carmen Scarborough |
| Head Advisor | Mica Sulzbach-Bataille | | Asst Coach | Macenzie Ramola |
| FCCLA | | | | |
| Head Advisor | Kari Van Zee | | | |
| Volunteer Coach | Lorrae Aker | | | |
| Volunteer Coach | Catherine Yaw | | | |

REQUEST FOR SCHOOL BOARD WAIVER

Date: 07/09/2025

Name of the school board member, school administrator or school business manager requesting the waiver:
Megan Snyder

Brief explanation of the potential conflict of interest:

I am the current treasurer of the Sturgis Unified PTSA at the middle school which is likely to continue

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

There is no contract or transaction at this time. We primarily work with Sturgis Williams Middle School.

(2) the person's role in the contract or transaction

Megan Snyder - School Board Member and Treasurer of Sturgis Unified PTSA

(3) the purpose(s)/objective(s) of the contract

To make every child's potential a reality by engaging and empowering families and communities to advocate for all children.

(4) the consideration or benefit conferred or agreed to be conferred upon each party

If a request by the PTSA needs to come before the School Board for some reason, I will abstain from the vote.

(5) the length of time of the contract

I will be involved with the PTSA for at least the duration of my children's middle school careers, so until 2026.

(6) any other relevant information

Signature of Person Requesting Waiver: _____



THIS IS A PUBLIC DOCUMENT

_____ SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated _____, was received from _____
_____. The request was acted upon by the members of the _____
_____ School District School Board during a meeting held on _____.

_____ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

REQUEST FOR SCHOOL BOARD WAIVER

Date: _____

Name of the school board member, school administrator or school business manager requesting the waiver:

Brief explanation of the potential conflict of interest:

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

(2) the person's role in the contract or transaction

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

(5) the length of time of the contract

(6) any other relevant information

Signature of Person Requesting Waiver: _____

THIS IS A PUBLIC DOCUMENT

_____ **SCHOOL BOARD**

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated _____, was received from

_____. The request was acted upon by the members of the

_____ School District School Board during a meeting held on _____.

_____ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

REQUEST FOR SCHOOL BOARD WAIVER

Date: 7/10/2025

Name of the school board member, school administrator or school business manager requesting the waiver:
Justin Jutting

Brief explanation of the potential conflict of interest:

I am the minority owner in Orange Rock LLC, which subcontracts and provides services in the area.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

Justin Jutting, Orange Rock LLC, and Meade 46-1 schools

(2) the person's role in the contract or transaction

I am the minority owner in Orange Rock LLC and I perform work for the company.

(3) the purpose(s)/objective(s) of the contract

As an owner of Orange Rock LLC, my objective is to generate an income for the business.

(4) the consideration or benefit conferred or agreed to be conferred upon each party

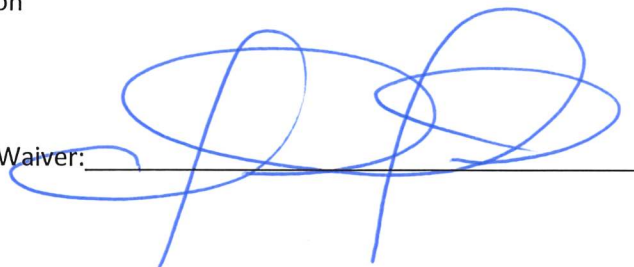
I derive income as a business owner.

(5) the length of time of the contract

Ongoing, no set duration.

(6) any other relevant information

Signature of Person Requesting Waiver: _____



THIS IS A PUBLIC DOCUMENT

Meade 46-1
SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated _____, was received from _____.

The request was acted upon by the members of the _____ School District School Board during a meeting held on _____.

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_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

REQUEST FOR SCHOOL BOARD WAIVER

Date: 7/10/2025

Name of the school board member, school administrator or school business manager requesting the waiver:
Justin Jutting

Brief explanation of the potential conflict of interest:

I work part time for Mandy Bing LLC, DBA MB Services, who does work for Meade 46-1 school district.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

Justin Jutting, Mandy Bing LLC, and Meade 46-1 schools

(2) the person's role in the contract or transaction

I work part time for Mandy Bing occasionally.

(3) the purpose(s)/objective(s) of the contract

Justin provides assistance when on personel or needing assistance.

(4) the consideration or benefit conferred or agreed to be conferred upon each party

I derive an hourly salary for work conducted.

(5) the length of time of the contract

Ongoing, no set duration.

(6) any other relevant information

Signature of Person Requesting Waiver: _____



THIS IS A PUBLIC DOCUMENT

Meade 46-1
_____ SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated _____, was received from _____.

_____ The request was acted upon by the members of the _____ School District School Board during a meeting held on _____.

_____ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

REQUEST FOR SCHOOL BOARD WAIVER

Date: 7/10/2025

Name of the school board member, school administrator or school business manager requesting the waiver:
Justin Jutting

Brief explanation of the potential conflict of interest:
My wife is an assistant principal for the Meade 46-1 school district.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract
Justin Jutting, Katy Jutting, and Meade 46-1 schools

(2) the person's role in the contract or transaction
I am married to Katy who receives an income from the district.

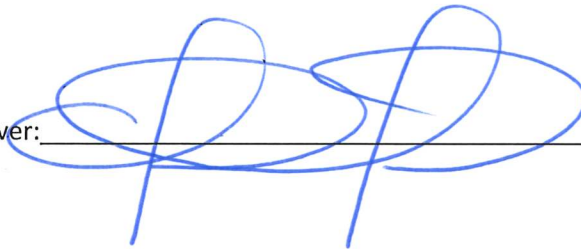
(3) the purpose(s)/objective(s) of the contract
Assistant Principal for the district and I am a board member

(4) the consideration or benefit conferred or agreed to be conferred upon each party
I don't receive a benefit, but our household does.

(5) the length of time of the contract
Hopefully until death do us part.

(6) any other relevant information

Signature of Person Requesting Waiver: _____



THIS IS A PUBLIC DOCUMENT

Meade 46-1
SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A written request for waiver of conflict, dated _____, was received from _____
_____. The request was acted upon by the members of the _____
_____ School District School Board during a meeting held on _____.

_____ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

_____ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

Printed Name: _____

Date _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

MEMORANDUM OF UNDERSTANDING

West River Mental Health, Inc. (WRMH)
350 Elk Street
Rapid City, SD 57701

Meade School District 46-1
1230 Douglas Street
Sturgis, SD 57785

I. PARTIES:

This memorandum has been mutually resolved and adopted by and between West River Mental Health and Meade School District 46-1, herein referred to as WRMH and Meade School District 46-1.

II. GOALS:

The goal for a partnership between WRMH Family Pathways and Meade School District 46-1 is to provide mental health services to children and families that would otherwise not engage in traditional mental health services.

III. PURPOSE:

This agreement sets forth the conditions for WRMH to work in collaboration with Meade School District 46-1 to provide mental/behavioral health education and/or therapy services to youth enrolled in Meade School District 46-1. It sets forth the understanding between parties regarding referrals made by Meade School District 46-1 and programs and services provided by WRMH at Meade School District 46-1. Participation in any program or services offered through this Memorandum will be voluntary and must be approved by the parent/guardian of each youth.

Both parties understand and agree that WRMH's Family Pathways program is a fee for service program and that WRMH staff are expected to provide a minimum of 20 clinical hours of service per week. Clinical hours include face to face visits and/or telehealth services with the child, the parents/guardians, or the family, as well as collateral contacts (face-to-face or phone contact) with any of the treatment team members (i.e. School staff, DSS, probation officers, etc.). As such, if WRMH staff cannot maintain at least 20 clinical hours per week within the school, both parties understand and agree that WRMH staff may provide services in another location and/or community. WRMH staff with completed Meade School District 46-1 background checks may also provide services to individual students in other Meade School District 46-1 buildings on a case-by-case basis with parent/guardian consent.

Nothing in this agreement is intended to create an employee/employer relationship between WRMH and Meade School District 46-1.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This MOU is effective for the 2025 - 2026 school year. This MOU may be renewed annually upon mutual agreement of both parties.

Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by both parties represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination by either party.

V. RESPONSIBILITIES OF THE PARTIES:

Meade School District 46-1:

- Designated staff, including counselors, social workers, principals, assistant principals, deans, and others appointed at school will identify and refer students believed to be in need of mental/behavioral health education and/or therapy services.
- Provide a confidential and safe office/room from which to provide services at the Meade School District 46-1. The designated office/room shall be made available to WRMH staff during the school year on days in which school is in session.
- Provide WRMH counselors with wireless internet access.
- Assist in acquiring parental/guardian consent to meet with the students.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.
- Designated staff at schools partnering with WRMH will provide training to staff about the role of the WRMH counselor and the process of referring students for the Family Pathways services.
- Provide WRMH staff opportunities to participate in and/or present district and school-based professional learning where deemed appropriate.

West River Mental Health:

- Provide qualified staff to perform mental/behavioral health education and/or therapy services to students who meet the State designation of Serious Emotional Disturbance (SED).
- Obtain necessary consents for services from the child's parent or legal guardian.
- Manage any billings and collections for services rendered. Meade School District 46-1 shall not be billed for services provided under this agreement.
- Conduct services in accordance with WRMH standards and that of such licensing board as staff may be licensed under.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.
- Maintain the following insurance coverages for WRMH and its staff through the duration of this MOU: Human Services Organization Professional Liability, Sexual or Physical Abuse or Molestation Vicarious Liability, Directors and Officers, Automobile Liability, and, Workers' Compensation.

VI. INDEMNIFICATION AND HOLD HARMLESS:

Each party shall indemnify and hold the other party harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs and expenses, including reasonable attorney's fees, of every nature and kind which an indemnified party may incur, directly or indirectly, and relating to or arising from the obligations of the parties under this Memorandum.

West River Mental Health

Date

School Board President, Meade School District 46-1

Date



Action for the Betterment of our Community

1428 Short Track Rd

Sturgis, SD 5785

Phone - 605-3472991 Fax - 605-456-9892

MEMORANDUM of UNDERSTANDING

Action for the Betterment of the Community (ABC)

c/o Kara Graveman, Executive Director

1428 Short Track Rd

Sturgis, SD 57785

(Herein referred to as ABC)

and

Meade School District (MSD)

c/o Superintendent

1230 Douglas Street

Sturgis, SD 57785-1869

(Herein referred to as MSD)

Note: All components of this contract shall cover the following time period: September 1, 2025 to May 30, 2026.

1. For the 2025-2026 school year, ABC's Project SUCCESS Coordinator will be placed as needed from referrals to all of the Meade 46-1 School district locations; to include prevention classes, tobacco classes, diversion based programming, and outpatient services.
2. The Project SUCCESS staff will be supervised by the ABC board which is made up of school personnel, community members and ABC staff.
3. The Middle School Meth funding will provide prevention education in the middle schools and the Project SUCCESS will provide intervention, and outpatient based services to all Meade 46-1 School District Students at the Sturgis Williams Middle School, Stagebarn Middle School, and Sturgis Brown High School.
4. The Project SUCCESS coordinator will set a schedule around student referrals at each location.
5. ABC will carry the following insurance policies covering the Project SUCCESS's liability; abuse and molestation, general liability, Board and Directors' insurance, professional liability, worker's compensation, auto liability.
6. This Memorandum of Understanding shall be reviewed annually and shall be renewed only upon mutual agreement of ABC and the Meade School District 46-1.

Kara Graveman
LAC, CPS, MS

7/2/25

School Board President,
Meade School District

(Date)

Executive Director
Action for the Betterment of the Community (ABC)

(Date)



OFFICE OF THE SUPERINTENDENT
SPEARFISH SCHOOL DISTRICT

Empowering all students to succeed in a changing world

June 27, 2025

Wayne Wormstadt, Superintendent
1230 Douglas Street
Sturgis, SD 57785

Superintendent Wormstadt and the Meade Board of Education,

Please allow this letter to serve as the official request for the Spearfish School District to pick up students at one location in the incorporated city of Whitewood for the 2025-26 school year. We would pick up at just one location – on Sherman Street next to the baseball diamond.

If you should have any questions or concerns, please feel free to contact me at 717-1229 or at keaston@spearfish.k12.sd.us. Thank you for your consideration.

Background Information:

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires the school boards in both the receiving school district and the resident school district shall annually approve the pick-up locations for those students within any incorporated municipality.

Sincerely,

Kirk Easton,
Superintendent



"To Build Knowledge and Skills for Success Today and Tomorrow"

OFFICE OF THE SUPERINTENDENT

June 30, 2025

Faith School District
206 W. 5th Street
Faith, SD 57626

Superintendent Daughters and Board of Education,

Please allow this letter to serve as the official request for the Meade School District to pick up/drop off students at one location at the Plainview Hall for the 2025-26 school year.

If you should have any questions or concerns, please feel free to contact me at 605-347-2523 ext. 1 or at wayne.wormstadt@k12.sd.us. Thank you for your consideration.

Background Information:

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires the school boards in both the receiving school district and the resident school district shall annually approve the pick-up locations for those students within any incorporated municipality.

Sincerely,

Wayne Wormstadt
Superintendent



"To Build Knowledge and Skills for Success Today and Tomorrow"

OFFICE OF THE SUPERINTENDENT

June 30, 2025

Rapid City School District
300 Sixth Street
Rapid City, SD 57701-2724

Dear Dr. Jami Jo Thompson and Board of Education,

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires both school boards to approve bus routes located in a neighboring school district. The law is intended to protect the safety of students.

This 2025-26 school year in Summerset we will have five stops:

1. Savannah Lane and Castlewood Drive
2. Castlewood Drive and North end of Ventura Lane
3. Castlewood Drive and South end of Remington Street
4. Leisure Lane and Astoria Lane
5. Bellingham Drive and Brighton Street

Similarly, from last school year our position will be to maintain these stops for the 2025-26 school year. It appears open enrollment students from this area continue to attend Piedmont Valley Elementary and Stagebarn Middle School. The proposed stops will help provide safety for students traveling to these two schools.

Sincerely,

Wayne Wormstadt
Superintendent

Membership Agreement for Rapid City Area Schools, Lead-Deadwood School District, and Meade School District Food Buying Group

(RCLDM)

This membership agreement, made and entered into this 25 day of March, 2025, by and between Rapid City Area Schools, Lead-Deadwood School District, and Meade School District, hereinafter referred to as "Districts";

Whereas, there are mutual benefits from pooling purchasing power for food served in Child Nutrition programs which include lower cost, better quality, and better service, and

Whereas, the Districts share similar purchasing requirements for food products,

Therefore, the Districts mutually establish the Rapid City Area Schools, Lead-Deadwood School District and Meade School District (RCLDM) Food Buying Group.

Purpose:

The purpose of the RCLDM is to reduce overall costs for food products through volume buying of agreed upon food categories while maintaining a high level of quality in products and supplier service through pooling quantities into one Request for Proposals (RFP) to vendors/distributors.

Process:

All federal and state procurement regulations will be followed. The Districts will annually agree to the terms of this agreement. A RFP process will be utilized and will be available to all qualified distribution centers wishing to submit proposals. The RCLDM will select the winning distributor for the group based on the criteria established in the RFP.

Commitment:

The RCLDM selects a market basket mix of items to be quoted through the RFP process. Districts individually calculate their volume/usage for the next school year. Once a vendor/distributor is awarded a contract through the RFP process or a rollover agreement (up to four years), each District is committed to and shall purchase its share of the volume included in the RFP, to the best of the District's ability. Each District shall follow through on its individual purchasing commitment. This is done to ensure the integrity of the RFP with the brokers and manufacturers.

RFP Process:

Each spring the members will evaluate and update the RFP to define the market basket items to be included. Proposals to add new items will be discussed among the members.

The RFP will state the terms and conditions for deliveries and the ordering procedures.

Membership/Participants' Roles:

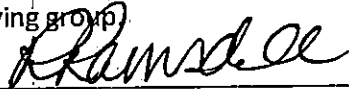
The Coordinating School District shall coordinate the activities of the RCLDM and will serve as the contact for vendor, press or public forum communications for the RCLDM. Rapid City Area Schools (RCAS) will serve as the Coordinating School District.

A District wishing to exit the group agrees to fulfill its current school year obligation and notify the group by January 1st of its intent not to participate the following school year.

Indemnification:

Each District shall defend, indemnify and save harmless the other Districts, from and against any and all claims, actions, suits, liabilities, judgments, losses, damages, costs, charges, attorney fees and other expenses incurred or suffered by said District arising out of District's failure to comply with its obligations under this agreement.

By signing below, I agree to abide by this document. Furthermore, I understand that although the group negotiates price with vendors, all business transactions occur between the vendors and individual Districts in the buying group.



Authorized Representative

3-25-25

Date



CASH-WA DISTRIBUTING

May 13, 2025

Krista Leischner, M.S., R.D., LN

Rapid City Area Schools

851 West Street

Rapid City, South Dakota 57701

Krista,

Attached you will find the Market Basket and the NOI Pricing for 2025-26 in pdf and excel formats. We have everything priced and have made some changes based on manufacturer availability and information we are aware of.

The Consumer Price Index Report for Food Away from Home is 3.7% for this year. This is the figure we are using for all roll-overs. The original Market Basket mark-ups increased by 3.7%. For example, the 503029 Hamburger Bun CWD cost was \$25.19 per case. The mark-up was \$1.90 per case. Applying the CPI: $\$1.90 \times 3.7\% = .07$. $\$1.90 + .07 = \1.97 for the 2025-26 mark-up. The Fixed Fee Per Case for any other items was increased by 3.7%. Fixed Fee of $\$3.67 \times 3.7\% = .14$ (\$3.81 for 2025-26).

While the supply chain has improved, we are still experiencing issues with periodic product shortages. However, we will do our best to ensure that we continue to fulfill orders to the best extent possible. Pricing is also volatile, considering tariffs, etc.. thus we will continue to hold the bid markup firm while costs may fluctuate.

We will still have Fuel Surcharges in place following the same schedule as in the past.

Please review the information and reach out with any questions.

We appreciate your business and our relationship with the RCLDMC School Group!

Sincerely,

Keri Jensen

Cash-Wa Distributing, Inc.

401 West 4th Street

Kearney, Nebraska 68845

Office: (308) 237-3151 Ext.: 7228

keri.jensen@cashwa.com



Student Nutrition Office

851 West Street
Rapid City, SD 57702
P (605) 394-4061

3/31/2025

Cashwa Distributing

2501 W Chicago St, Rapid City, SD 57702

Attn: Keri Jensen, Heidi Wietjes, & Alexa Daubert

Greetings,

The Rapid City, Lead Deadwood, and Meade school districts (RCLDM) have three years remaining on the rollover option for our Food Distributor and NOI RFP. We would like to continue our contract with you for the upcoming school year (SY 25/26), pending your agreement.

For your reference, we have included our Market Basket and estimated usage for SY 25/26. As part of the annual renewal process, price adjustments/negotiations will be based on the Consumer Price Index for Food Away from Home, All Urban Consumers, as reported by the Bureau of Labor Statistics (<http://www.bls.gov/cpi>).

If you agree to proceed, please provide a signed statement confirming your acceptance of the rollover along with completed market basket pricing.

Let me know if you have any questions.

Krista Leischner

A handwritten signature in blue ink that reads "Krista Leischner".

Rapid City Area Schools

Student Nutrition Manager



May 30th 2025

Mr. Wayne Wormstad
Meade School District 46-1
1230 Douglas St
Sturgis, SD 57785

Dear Mr. Wormstad;

This letter is to request a cost-of-living increase as per the transportation contract page 5, section 14: Effective July 1, 2025 the contracted rates will increase greater of 3% or South Dakota’s Consumer Price Index (same as State Aid CPI) not to exceed 5%

Based on April 2025 CPI rate of 2.3%, the contract will increase by 3% for the 2025-2026 school year.

The 2025-2026 school year transportation rates:

General School Transportation

- Rate Per Mile, (based on all miles driven) \$4.36

School Field Trips Activity Transportation

- School Bus Activities (30 – mile minimum): \$3.27
- In-Town Service Rate: \$72.57
- Driver Downtime Rate (per driver): \$20.89
- Driver Meals (multi-day trips): \$32.57/Day

Cancellation of any Field Trips or Activities less than six (6) hours before scheduled pickup will be charged \$62.40

PPE / Sanitizing Expense

Pass Through

- The items may include but not limited to: gloves, mask, disinfectant and hand sanitizer for the bus, etc. We would want a mutually agreed upon / approved plan.

Cancellation Fees Due To School Closure: For each day that scheduled transportation is cancelled, meaning that school buses do not provide scheduled transportation services due to an unplanned school closure, for any reason whatsoever, School District school shall pay Contractor minimum seventy-five percent (75%) of the cost for the transportation services scheduled for that day, provided that Contractor shall give an equal credit against the cost of transportation services provided by Contractor for make-up days added in the same school year where transportation is provided.

If you have any questions, please do not hesitate to contact me at any time 253-939-7700.

Sincerely,

Customer Acknowledgement

Josh Kinard
Director of Operations
josh.kinard@harlowsschoolbus.com

Signature: _____

Printed Name: _____

Cc: Rob Scott – Transportation Manager

Harlow’s School Bus Service, Inc

1021 South 23rd Street Suite A, Bismarck North Dakota 58501

Premium Summary – All Policies

Insured Meade School District 46-1
Effective Date: July 01, 2025

EMC Package

| Line of Business | Premium |
|------------------------------------|------------------|
| Commercial Property | \$426,607 |
| General Liability | \$29,241 |
| Business Auto | \$51,437 |
| Inland Marine | \$745 |
| Umbrella | \$27,841 |
| Cyber | \$3,686 |
| Crime | \$2,138 |
| Linebacker | \$13,277 |
| Total Premium w/o Terrorism | \$554,972 |

CRC Property

| Line of Business | Premium |
|----------------------|--------------------|
| Commercial Property | \$64,331.00 |
| Taxes & Fees | \$1,833.44 |
| Total Premium | \$66,164.44 |

Deductible Buyback

| Line of Business | Premium |
|---------------------------------------|-------------------|
| Commercial Property Wind/Hail Buyback | \$9,564.00 |
| Taxes & Fees | \$255.84 |
| Total Premium | \$9,819.84 |

| | |
|------------------------------------|---------------------|
| Total Premium w/o Terrorism | \$630,956.28 |
|------------------------------------|---------------------|



| | |
|-----------------|----------------------------|
| Named Insured: | Meade School District 46-1 |
| Effective Date: | 7/1/2025 |

| Loc Bldg | Address | City | State | Zip | Building | BPP | BI/EE | Total | Description | Construction | Protection Class | Year Built | Square Feet | ITV | Storie | Sprinklere | Wirin | roofin | Pumbin | Heatin | Premium Per Building | |
|----------|------------------------|--------------|-------|-------|---------------|------------|------------|---------------|------------------------------|--------------|------------------|------------|-------------|-----------|--------|------------|-------|--------|--------|--------|----------------------|--|
| 1 2 | 12930 SD Highway 34 | Sturgis | SD | 57785 | \$ 5,500,000 | \$ 200,000 | Included | \$ 5,700,000 | Academy School | 2-JM | 5 | 1969 | 11,520 | \$ 477.43 | 1 | No | | 2017 | | 2021 | \$ 25,262.42 | |
| 1 3 | 12930 SD Highway 34 | Sturgis | SD | 57785 | \$ 3,000,000 | \$ 250,000 | Included | \$ 3,250,000 | Agriculture Building Complex | 1-Frame | 5 | 1971 | 12,136 | \$ 247.20 | 1 | No | | 2015 | | 2019 | \$ 14,404.01 | |
| 1 10 | 12930 SD Highway 34 | Sturgis | SD | 57785 | \$ 260,000 | \$ 50,000 | Included | \$ 310,000 | Maintenance Building | 1-Frame | 5 | 1970 | 2,600 | \$ 100.00 | 1 | No | | | | | \$ 1,373.92 | |
| 3 2 | 16159 Second Street | Piedmont | SD | 57769 | \$ 3,000,000 | \$ 100,000 | Included | \$ 3,100,000 | Piedmont Gym Complex | 1-Frame | 6 | 1930 | 6,000 | \$ 500.00 | 1 | No | | 2024 | | | \$ 13,739.21 | |
| 13 1 | 21309 Elm Springs Road | Wasta | SD | 57791 | \$ 500,000 | \$ 70,106 | Included | \$ 570,106 | Elementary School Complex | 1-Frame | 10 | 1971 | 2,928 | \$ 170.77 | 1 | No | | 2023 | | 2019 | \$ 2,526.71 | |
| 14 1 | 15998 Cross S Road | Hereford | SD | 57785 | \$ 320,000 | \$ 50,000 | Included | \$ 370,000 | Elementary School Complex | 1-Frame | 10 | 1962 | 1,536 | \$ 208.33 | 1 | No | | 2015 | | 2022 | \$ 1,639.84 | |
| 14 2 | 15998 Cross S Road | Hereford | SD | 57785 | \$ 280,000 | \$ 35,000 | Included | \$ 315,000 | Elementary School Complex | 1-Frame | 10 | 1968 | 1,056 | \$ 265.15 | 1 | No | | 2015 | | | \$ 1,396.08 | |
| 15 1 | 1770 SD Hwy 34 | Union Center | SD | 57787 | \$ 850,000 | \$ 50,000 | Included | \$ 900,000 | Elementary School Complex | 1-Frame | 10 | 1984 | 4,080 | \$ 208.33 | 1 | No | | 2010 | | 2022 | \$ 3,988.80 | |
| Total: | | | | | \$ 13,710,000 | \$ 805,106 | \$ 250,000 | \$ 14,765,106 | | | | | | | | | | | | | | |

Update Years:



**CONTRACTED SERVICES
AGREEMENT**

Meade School District
1230 Douglas St.
Sturgis, SD 57785
(Herein referred to as District)

AND

Black Hills Special Services Cooperative
PO Box 218
Sturgis, SD 57785
(Herein referred to as BHSSC)

The agreement is in effect starting July 1, 2025 to June 30, 2026.

I. BHSSC agrees to provide the following services:

| Service | Staff Assigned | Days | Cost |
|----------------------------------|------------------|--------|---------------------|
| Speech Pathologist | Brittini Luikens | 183 | 86,892.95 |
| Speech Pathologist | Kelly Remily | 180 | 103,466.43 |
| Physical Therapist | Alissa Joneson | 83/167 | 49,275.29 |
| Project Skills / Job Development | | | 18,086.91 |
| | TOTAL | | \$257,721.58 |

****Additional approved expenses will be billed separately.**

II. District agrees to:

- Provide Payments as outlined below:
 - Two equal installments- **September 2025- \$128,860.79** and **January 2026 - \$128,860.79**
- District will be billed for any unemployment benefits costs

In witness hereto the parties signify their agreement by affixing their signatures below.

Wayne Warmstadt
Printed Name Authorized District Representative

Printed Name BHSSC Executive Director


Signature Authorized District Representative

Signature BHSSC Executive Director

Date: 6/17/2025

Date: _____

Prepared By:

Nies Karras & Skjoldal, P.C.
PO Box 759
Spearfish, SD 57783
(605) 642-2757

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July, 2025, by and between the **City of Sturgis, South Dakota**, a South Dakota municipality, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 (hereinafter referred to as “Seller”); and, **Meade School District 46-1**, a political subdivision of the State of South Dakota, 1230 Douglas Street, Sturgis, South Dakota 57785 (hereinafter referred to as “Buyer”). Seller and Buyer are also referred to herein as a “Party” or as the “Parties”.

Seller agrees to sell and Buyer agrees to purchase the following real property (hereinafter referred to as the “Purchased Property”), upon the following terms and conditions mutually understood and agreed to by and between the parties:

Woodle Field Lot of Northside Addition, formerly Lot A, Lot B, and the Remainder of Government Lot 7 of Section 3 and the unplatted portion of the NW¼NE¼ of Section 10, all located in Section 3 and Section 10, Township 5 North, Range 5 East, BHM, City of Sturgis, Meade County, South Dakota, as set forth in City of Sturgis Resolution 2025–28.

The parties acknowledge that this legal description may be amended in order to be exactly compliant with the legal description provided by Black Hills Title in the title commitment to be prepared pursuant to this Agreement.

1. Purchase Price and Payment. The total Purchase Price for the Purchased Property of **Sixty-seven Thousand Five Hundred Dollars (\$67,500.00)** shall be payable as follows:

1.1 Earnest Money Deposit. No earnest money deposit shall be required.

1.2 Balance Due at Closing. The balance shall be paid in cash by Buyer to Seller at closing by cashier’s check or other certified payment.

2. Date of Closing and Possession. Closing shall occur on or before September 15, 2025, unless it is extended by the mutual written agreement of the parties. Buyer shall be entitled to possession as of the date and time of closing.

3. Liens or Encumbrances. Seller agrees to sell and convey the Purchased Property to Buyer free of any mortgages, claims, liens or encumbrances on the date of closing.

4. Survey and Appraisal.

4.1 Survey. Buyer is purchasing the same based upon its legal description. Buyer hereby assumes full responsibility for the risk of loss, if any, due to not having a survey done on the Purchased Property and further acknowledges the existing apparent property lines may not be accurate and that any acreage calculations or amounts related to the Purchased Property discussed between Seller and Buyer are merely estimates.

4.2 Appraisal. This Agreement is not contingent upon the Purchased Property appraising for at least the amount of the Purchase Price.

5. Woodle Field and Parking Lot Use.

5.1 Woodle Field. The parties agree the Purchased Property includes Woodle Field, and Buyer reserves the right to determine the hours of operation thereof and designate who is allowed to utilize the same.

5.2 Shared Parking Lot Use. The parties agree a parking lot adjacent to the Purchased Property, which will continue to be owned by Seller, is utilized both by Woodle Field patrons and individuals using the City Park. The parties agree Woodle Park patrons may continue freely to use such parking lot and that Buyer and Seller shall each pay one-half of the costs of maintenance and repair of such parking lot. Buyer and Seller shall negotiate in good faith a comprehensive shared-use agreement concerning the parking lot.

6. Taxes and Assessments. The parties agree Seller and Buyer are both tax-exempt entities and as such no tax proration is necessary.

7. Conveyance. Seller shall convey the Purchased Property to Buyer by a good and sufficient Warranty Deed, which instrument shall be delivered to Buyer at closing.

8. Title Insurance. The parties hereby waive the requirement of title insurance. However Seller agrees to provide to Buyer documentation of the reclassification of the Purchased Property from The Land and Water Conservation Fund to a status allowing the sale intended herein.

9. Condition of Property. Buyer acknowledges Buyer has fully examined the Purchased Property and any improvements related thereto, or has obtained an independent inspection of the Purchased Property to Buyer's satisfaction, and agrees to accept the Purchased Property in its present condition, "as is." Seller will provide no inspections. **Except for the title warranties contained in the Warranty Deed, Seller makes no warranties, express or implied, to Buyer or anyone concerning any aspect of the Purchased Property.** Buyer hereby assumes any and all responsibility to investigate the topography, soils, suitability, condition, adequacy and all other aspects of the Purchased Property, any Covenants, Conditions and Restrictions, and any homeowner's association documents, for the use intended by the Buyer.

10. Insurance and Risk of Loss. Seller shall bear the risk of loss, destruction, or damage to the Purchased Property at all times prior to delivery on date of closing, and shall maintain in force all current casualty and/or liability insurance policies on the Purchased Property up to and including the date and time of closing. In the event the Purchased Property is damaged or destroyed before closing, the Buyer may elect to terminate this Agreement without liability.

11. Utilities. Buyer shall be responsible for the costs related to all utilities serving the Purchased Property on and after the date of closing.

12. Indemnification. Seller agrees to indemnify and save harmless Buyer of and from all liabilities, losses, claims or damages occurring on or before the date of closing arising out of **(a)** injury or damage of or to any person or property arising out of or in any way connected with the Purchased Property; and, **(b)** from and against all costs, attorney's fees, and expenses and liabilities incurred in the defense of any such claim, action, or proceeding brought against the Seller by reason of such claim.

13. Fees and Costs. Seller and Buyer shall each pay and be responsible for fifty percent (50%) of the following: **(a)** the cost of recording the Warranty Deed and any transfer tax required to file the Warranty Deed; and, **(b)** the closing fee to close this transaction charged a title company or attorney.

Seller and Buyer shall each pay their own respective attorney's fees.

14. Other Documents. The parties hereby mutually agree to execute any and all other documents necessary or needed in order to effectuate the purposes of this Agreement.

15. Default Provision. Time is declared to be of the essence of this Agreement and should either party default in any way or fail to perform any of the obligations required hereunder, then the nondefaulting party shall give the defaulting party written notice of the nature of the default and the defaulting party shall have a period of FIVE DAYS thereafter in which to cure the default. In the event that a default has occurred and the notice of default has been given, then and in that event, the nondefaulting party may then exercise any and all rights available in law and/or equity to the nondefaulting party.

16. Notices. All notices of default shall be in writing and may be given by: **(a)** certified mail, postage prepaid, addressed to the defaulting party's last known post office address; **(b)** hand delivery; or, **(c)** process server, civil deputy or other official. All notices shall be deemed to be received by the defaulting party on the earlier of **(y)** two days after the date of posting by certified mail; or, **(z)** the date of actual receipt if delivered by hand or by personal service.

17. Representation. This Agreement was prepared by Buyer's attorney and Seller acknowledges Seller was advised to seek independent legal advice concerning this

Agreement. Both parties have been advised to seek tax advice concerning this Agreement.

18. Severability of Provisions. The invalidity or unenforceability of any term, phrase, paragraph, restriction, covenant, agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.

19. Written Memorandum. This Agreement constitutes a memorandum of the final meeting of the minds between the parties hereto of all prior negotiations had by the parties in reference to all matters covered herein; and, this Agreement is to be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

20. Assignability. This Agreement and the rights hereunder may not be assigned by Buyer to any other person or entity without the written consent of Seller.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

SELLER:

BUYER:

City of Sturgis

Meade School District 46-1

By: _____
Member

By: _____
School Board President

ATTEST:

ATTEST:

By: _____
Finance Office
(SEAL)

By: _____
Business Manager
(SEAL)

Contract for School Psychology Services

BETWEEN:

Diana K. L. Holzer, EdS, MSED
KLH Consulting, LLC
14119 246th Ave
Timber Lake, SD 57656
(Herein referred to as “Contractor”)

AND

Meade School District
1230 Douglas St.
Sturgis, SD 57785
(Herein referred to as “District”)

1. Scope of Services

The contractor agrees to provide the following professional school psychology services, including but not limited to:

- Psychoeducational assessments;
- Report writing and documentation;
- Participation in IEP and other relevant meetings as scheduling allows;
- Consultations with school staff as scheduling allows;
- Supervision of school psychology practicum student, as outlined in the requirements from their university;
- Other services as agreed upon in writing by both parties.

Services will be provided in person and/or remotely, as determined by the District's needs and mutual agreement. In-person services shall be provided on dates and at locations as mutually agreed upon in advance by both parties.

Service Limitations:

The Contractor will provide **up to two (2) in-person service days per month**, scheduled in advance with the District. In addition, the Contractor will provide **approximately 15 hours of remote services per month**, including virtual meetings, consultations, practicum student supervision, and documentation and report-writing time. Any requests to exceed these limits must be made in writing and are subject to the Contractor's availability and mutual agreement between both parties.

Should an agreed-upon in-person date be cancelled due to extenuating circumstances (such as weather), the contractor will make reasonable attempts to reschedule this date.

2. Compensation

The District agrees to compensate the Contractor as follows:

- **\$150.00 per hour** for direct, in-person services
- **\$80.00 per hour** for remote services, including virtual consultations, report writing, and meeting participation

In addition, the following travel expenses will be paid by the district:

- **\$0.67 per mile** for round-trip mileage incurred while traveling to provide in-person services (Round-trip from Timber Lake, SD to Sturgis SD = 360 miles)
- **Up to \$125 per night** for necessary hotel accommodations related to overnight stays for in-person services.

The Contractor shall submit detailed invoices on a monthly basis, indicating dates, hours worked, type of service (in-person or remote), and a summary of services performed. The District shall remit payment within 30 days of receipt of the invoice.

*All monetary amounts referred to in this agreement are in US Dollars.

3. Term, Status, and General Provisions

- This Agreement shall begin on August 11, 2025 and remain in effect through May 15, 2025, unless modified or terminated by either party with **30 days' written notice**. The District shall pay for all services rendered and approved expenses incurred up to the effective date of termination.
- The Contractor shall perform services as an **independent contractor**, not as an employee of the District. As such, the Contractor is responsible for their own taxes, insurance, and any required professional liability coverage.
- The Contractor affirms they hold **valid certification** to practice school psychology in the state of South Dakota and will comply with all applicable federal and state laws, including FERPA, HIPAA, and local district policies.
- **All work products and reports** created during this contract shall become the property of the District.
- **The District agrees to provide:**
 - Appropriate workspace when services are conducted on-site
 - Necessary test kits/protocols and technology (including Wifi) when services are provided on-site
 - Access to student records and data necessary for evaluations
 - Support in following building safety procedures
- Should any incident or injury occur while the Contractor is on school premises, the District will document and report the incident according to its standard procedures. This Agreement does not prevent the Contractor from pursuing reimbursement or coverage through insurance or other legal means if applicable.

4. Entire Agreement

This document constitutes full understanding between the parties. Any amendments or changes must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below:

Contractor:

Signature: _____

Name: Diana Holzer, EdS, MEd

Title: School Psychologist

Date: _____

School District Representative:

Signature: _____

Name: _____

Title: _____

Date: _____

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

This Agreement is made and entered into this 10th day of July, 2025, by and between the MEADE SCHOOL DISTRICT 46-1 of 1230 Douglas Street, Sturgis, SD 57785 (hereinafter "School District") and the CITY OF SUMMERSET, a South Dakota municipal corporation, of 7055 Leisure Lane, Summerset, SD 57718.

RECITALS

WHEREAS, the City of Summerset operates the Summerset Police Department;

WHEREAS, this Agreement will often refer to the Summerset Police Department as "Law Enforcement" for ease of reference;

WHEREAS, Law Enforcement agrees to provide the School District a School Resource/Liaison Officer (hereinafter "SRO") Program in the School District; and

WHEREAS, the School District and Law Enforcement desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the Parties mutually agree as follows:

1. Cost of the SRO Program.

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The School District will reimburse the Summerset Police Department ("SSPD") for 50% of the actual wages of the SSPD employee for a nine-month school year. This wage will include any overtime worked by the SRO for each period. This will include the wages of the SRO. The invoices for payment will be submitted monthly by the SSPD for a nine-month period starting in September and ending in May of each fiscal year. Said salary shall be \$68,400.73.
- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The School District will reimburse Law Enforcement for up to a total of \$1,000 annually for training costs when the SRO participate in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to, travel, lodging, per diem, and tuition.

2. Employment of School Resource Officers.

- A. The SRO shall be employees of Law Enforcement and shall be subject to the administration, supervision, and control of Law Enforcement.
- B. The SRO shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of Law Enforcement and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
- E. SRO assignments per school:
 - 1. Stagebarn Middle School will have one assigned SRO.
 - 2. Substitutions will be made in consultation with the school administration(s) affected and will only be on a temporary basis.

3. Duty Hours.

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for the SRO to attend after-school activities, such as sporting events and dances.
- B. It is understood and agreed that time spent by the SRO attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the school to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence.

4. Goals of the SRO Program.

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families, and community members. The Program is designed to fulfill three overall roles:

- :- Law Enforcement**
- :- Fostering Positive School Climate/Crime Prevention/Mentor/Role Model**
- :- Education**

Law Enforcement – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.

Fostering Positive School Climate/Crime Prevention/Mentor/Role Model – One of the primary role's SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.

Education – SROs should participate in the school community by becoming a member of the educational team and administrative staff, where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

5. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors, or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers, and other school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials. Materials will be approved by the Chief of Police.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

- F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, an SRO may be assigned cases originating outside school which may involve students from their assigned schools.
- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc. that aid students. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Online safety and citizenship; and
 - Assistance in other crime prevention programs as assigned.
- O. The SROs will wear approved department uniform to include vests, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P. The SROs will wear their department-authorized duty weapons in accordance with department policy.

6. Chain of Command.

- A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal’s designee of the school to which they are assigned.

7. Access to Education Records.

- A. School officials shall allow law enforcement to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Law enforcement and school officials are permitted to openly share information in accordance with the standing 4th Circuit Judicial Order allowing such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.
- C. Law enforcement should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

8. Term of Agreement.

The initial term of this Agreement is one year commencing on the 25th day of August, 2025 and ending on the 21st day of May, 2026. However, should any Party encounter budgetary constraints that make the continuation of this Agreement impractical, then any Party may cancel this Agreement upon sixty days’ notice to the others. Following the initial three-year term, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

MEADE SCHOOL DISTRICT 46-1

By: _____

Its: _____

SUMMERSET POLICE DEPARTMENT

Chief Rich Nasser

CITY OF SUMMERSET

Mayor Mike Kitzmiller

ATTEST:

Lisa Schieffer, City Administrator

(SEAL)



“To Build Knowledge and Skills for Success Today and Tomorrow”

Policy BD: SCHOOL BOARD MEETINGS

Status: ADOPTED

Original Adopted Date: 07/14/1986 | Last Revised Date: 7/14/2025, 11/13/2023 | Last Reviewed Date: 7/14/2025, 11/13/2023

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-____.

The School Board must include in the minutes of the meeting at which the review took place an acknowledgement 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, 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.

State

Description

| | |
|------------------|---|
| SD UJS Rule 10-9 | South Dakota Supreme Court - audio/video recording of court proceedings |
| SDCL 1-25-1 | Official meetings open to the public |
| SDCL 1-25-1.1 | Notice of meetings of public bodies |
| SDCL 1-25-1.5 | Teleconference meeting or hearing |
| SDCL 1-25-11 | Recording of meeting permitted |
| SDCL 1-25-12 | Definitions |
| SDCL 1-25-13 | Annual review of open meeting laws |
| SDCL 1-27-1.16 | Material relating to open meeting agenda item to be available |
| SDCL 13-32-6 | Disturbance of school as a misdemeanor |

| State | Description |
|------------------|--|
| SDCL 13-8-10 | <u>Meetings of board</u> |
| SDCL 22-18-35(3) | <u>Disturbing any lawful assembly or meeting of persons without lawful authority</u> |
| Cross References | |
| Code | Description |
| BDA | <u>ELECTRONIC COMMUNICATION BY BOARD MEMBERS</u> |
| BDB | <u>SCHOOL BOARD STUDY SESSIONS AND WORK RETREATS</u> |
| BDC | <u>EXECUTIVE SESSIONS</u> |
| BDDA | <u>NOTIFICATION OF SCHOOL BOARD MEETINGS</u> |
| BDDB | <u>BOARD MEETING AGENDAS AND FORMAT</u> |
| BDDC | <u>AGENDA PREPARATION AND DISSEMINATION</u> |
| BDDD | <u>QUORUM</u> |
| BDDE | <u>PARLIAMENTARY PROCEDURE</u> |
| BDDE-E(1) | <u>PARLIAMENTARY PROCEDURE - GUIDE</u> |
| BDDE-E(2) | <u>PARLIAMENTARY PROCEDURE - MOTIONS CHART</u> |
| BDDF | <u>VOTING METHOD</u> |
| BDDG | <u>MINUTES</u> |
| BDDH | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS</u> |
| BDDH-E(1) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - SCHOOL BOARD MEETING SPEAKER SIGN-IN SHEET</u> |
| BDDH-E(2) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - INTRODUCTION TO PUBLIC FORUM</u> |

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney, and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC MEMBERS. The South Dakota Open Meeting Commission shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

1-25-12. DEFINITIONS. Terms used in this chapter mean:

- (1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;
- (2) "Public body," any political subdivision and the state;
- (3) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference;
- (4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;
- (5) "State," each board, commission,

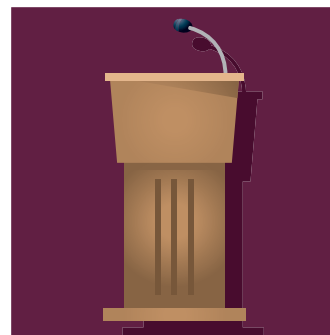
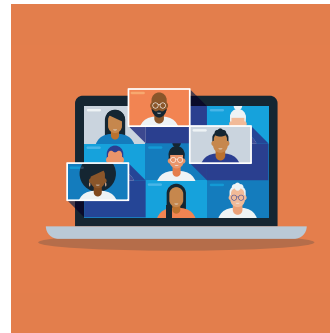
department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



Conducting the Public's Business in Public

A guide to South Dakota's Open Meetings Laws
(Revised 2023)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

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Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies "of the state and its political subdivisions." SDCL 1-25-1. This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(1). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. In addition,

for teleconferences where less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-11 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-11 and requires the State and its boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

- (1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;
- (2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;
- (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;
- (4) Preparing for contract negotiations or negotiating with employees or employee representatives;
- (5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or
- (6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:
 - (a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;
 - (b) Emergency management or response;
 - (c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;
 - (d) Cyber security plans, computer, communications network schema, passwords, or user identification names;
 - (e) Guard schedules;
 - (f) Lock combinations;
 - (g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and
 - (h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.
 However, any official action concerning the matters pursuant to this section shall be made

at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES). Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or
- (4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

PERTINENT S.D. OPEN MEETINGS STATUTES
(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and shall contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body'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 governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a

website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. 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.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body 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.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. A public comment period is not required for meetings held solely for the purpose of executive session.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel

about proposed or pending litigation or contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19. Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances. Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter;" or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel." Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken. Board members could be held personally liable for the results of an official vote

taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission (“OMC”). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION (“OMC”)?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State’s Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State’s Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status

of a pending case, you may contact the Attorney General’s Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM “SOVEREIGN POWER” MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising “sovereign power” it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body’s anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body. Public bodies are strongly encouraged to provide at least 24 hours’ notice of all agenda items so as to be fair to the public and to avoid dispute. For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS “MEETINGS” FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an “official meeting” in SDCL 1-25-12(3) references teleconferences. The definition of a “teleconference” in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered “meetings” for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body’s website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days). These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise “sovereign power,” and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.



To Build Knowledge and Skills for Success Today and Tomorrow

Policy KLB(1): PUBLIC COMPLAINT ABOUT CURRICULUM & INSTRUCTIONAL MATERIALS Status: ADOPTED

Original Adopted Date: 7/14/1986 | Last Revised Date: 7/14/2025, 12/9/2024 | Last Reviewed Date: 7/14/2025, 12/9/2024

Reviewed Annually: NO | Required in Student Handbook: NO | Required in Staff Handbook: NO

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Reconsideration of Materials

Despite the careful selection of curriculum and instructional materials and the qualification of those involved in the selection process, objections to resources that are deemed offensive or inappropriate may occur. Any resident, employee, or student of the school district may express an informal concern or formal request for reconsideration of materials.

Informal Complaints

Persons with a complaint about curriculum and instructional materials should state their concerns to the teacher and/or the principal. The teacher or principal will listen to the concerns and attempt to resolve the issue informally. As part of the discussion, the school employee will explain Policy IIA: Curriculum & Instructional Material Selection and Adoption.

If the complaint is not resolved informally, the teacher or principal will explain the formal reconsideration process and provide the individual with a copy of Policy IIA: Curriculum & Instructional Materials Selection and Adoption, Policy KLB(1): Public Complaint About Curriculum & Instructional Materials, and KLB-E(1) Reconsideration form. If there is concern about multiple items, a separate form must be completed for each item. All complaints to staff members shall be reported to the building principal and teacher, whether received by telephone, letter, or an in-person conversation. No resources will be removed or restricted from use as a result of the informal complaint.

Formal Complaints

The following procedures should be followed if, after discussing the questioned resource, no resolution is made.

1. The complainant should be referred to the principal.
2. A concerned citizen who is dissatisfied with earlier informal discussions will be offered Policy IIA: Curriculum & Instructional Materials Selection and Adoption, Policy KLB(1): Public Complaint About Curriculum & Instructional Materials, and KLB-E(1) Reconsideration form.
3. The complainant is required to complete and submit the Reconsideration Form to the principal.
4. Upon receipt of the form, the principal should notify and provide a copy of the Reconsideration Form to the following individuals:
 - a. Superintendent
 - b. District Review Committee
 - c. Curriculum Director
5. The work in question will remain in use until a formal decision is made.

6. Within 10 days of receiving the formal complaint, the District Review Committee will schedule an initial meeting and notify the superintendent.
7. At that initial meeting, the Curriculum Director will provide the committee with a short formal training that includes Policy IIA: Curriculum & Instructional Materials Selection and Adoption, Policy KLB(1): Public Complaint About Curriculum & Instructional Materials, and KLB-E(1) Reconsideration form, and reviews of the resource being reconsidered.
8. The District Review Committee should follow the procedures listed below:
 - a. After the initial meeting, the committee will review Policy IIA: Curriculum & Instructional Materials Selection and Adoption. A member of the committee should keep minutes.
 - b. All committee members should fully review the resource (read or view the entire work).
 - c. The committee reserves the right to use outside expertise if necessary to help in its decision-making process.
 - d. If invited, the complainant may make an initial verbal presentation to the committee about the resource under reconsideration or choose to share the written form. The complainant is asked to provide sources for quotes used during this presentation. The committee chair may choose to give committee members time to ask questions.
 - e. The committee will make its decision determined by the simple majority vote to retain, move the resources to a different level, or remove the resource.
 - f. The committee's written decision (including a minority report if needed) shall be presented to the complainant, the superintendent of schools, and the Curriculum Director within five school days after the decision is made.
 - g. If the complainant is not satisfied with the committee decision, a written appeal, stating the specific disagreement in narrow scope, can be made within 10 school days through the superintendent to the school board for a final determination.
 - h. The same material can not be put up for reconsideration again for 4 years.

Decisions on reconsidered materials will stand for one (1) calendar year before new requests for reconsideration of those items will be entertained unless the decision of the School Board is modified by a judicial review.

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One (1) calendar year must pass before material that has been censored or banned can be reinstated, or considered for reinstatement. After that time, the board may entertain a request by a parent/guardian, student, citizen, librarian or other district employee to consider reinstatement of the materials previously banned or censored.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

Cross References

| Code | Description |
|-----------|--|
| BDDH | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS</u> |
| BDDH-E(1) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - SCHOOL BOARD MEETING SPEAKER SIGN-IN SHEET</u> |
| BDDH-E(2) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - INTRODUCTION TO PUBLIC FORUM</u> |
| IIA | <u>INSTRUCTIONAL MATERIALS</u> |
| IIAA | <u>TEXTBOOK SELECTION AND ADOPTION</u> |
| IIAC | <u>LIBRARY MATERIALS SELECTION AND ADOPTION</u> |

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

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To Build Knowledge and Skills for Success Today and Tomorrow”

Policy KLB(2): PUBLIC COMPLAINT ABOUT LIBRARY MATERIALS

Status: ADOPTED

Original Adopted Date: 12/9/2024 | Last Revised Date: 7/14/2025, 12/9/2024 | Last Reviewed Date: 7/14/2025, 12/9/2024

| | | |
|------------------------------|---|---------------------------------------|
| <u>Reviewed Annually: NO</u> | <u>Required in Student Handbook: NO</u> | <u>Required in Staff Handbook: NO</u> |
|------------------------------|---|---------------------------------------|

Reconsideration of Material

Despite the careful selection of library resources and the qualification of those involved in the selection process, objections to library resources that are deemed offensive or inappropriate may occur. Any resident, employee, or student of the school district may express an informal concern or formal request for reconsideration of a library resource.

Informal Complaints

Persons with a complaint about library print or digital resources should state their concerns to the school librarian or principal. The librarian or principal will listen to the concerns and attempt to resolve the issue informally. As part of the discussion, the school employee will explain Policy IIAC: Library Materials Selection and Adoption. Additionally, each parent/guardian has the right to determine the appropriateness of library resources for their children and should accord the same right to other families.

If the complaint is not resolved informally, the librarian or principal will explain the formal reconsideration process and provide the individual with a copy Policy IIAC: Library Materials Selection and Adoption, Policy KLB(2): Public Complaint About Library Materials, Policy KLB-E (2) Library Materials Reconsideration form. If there is concern about multiple items, a separate form must be completed for each item. All complaints to staff members shall be reported to the building principal and library personnel, whether received by telephone, letter, or an in-person conversation. No library resources will be removed or restricted from use as a result of the informal complaint.

Formal Complaints

The following procedures should be followed if, after discussing the questioned resource, no resolution is made.

1. The complainant should be referred to the principal.
2. A concerned citizen who is dissatisfied with earlier informal discussions will be offered Policy IIAC: Library Materials Selection and Adoption, Policy KLB(2): Public Complaint About Library Materials, and Policy KLB-E (2) Library Materials Reconsideration form
3. The complainant is required to complete and submit the Reconsideration Form to the principal.
4. Upon receipt of the form, the principal should notify and provide a copy of the Reconsideration Form to the following individuals:
 - a. Superintendent
 - b. School Library Materials Reconsideration Committee
 - c. School librarian

- d. School library department director
5. The work in question will remain on library shelves and in circulation until a formal decision is made.
6. Within 10 days of receiving the Reconsideration form from the principal, the superintendent will appoint the Reconsideration Committee which will consist of a teacher, a principal, a school librarian, a reading specialist or language arts teacher, and a member of the community.
7. Within 10 days of being formed, the Reconsideration Committee will schedule an initial meeting and notify the superintendent and school library department director as to this schedule.
8. Through interlibrary loan or other means, the school library department director and/or superintendent will obtain, as quickly as possible, copies of the material in question for review by the Reconsideration Committee.
9. At that initial meeting, the school librarian will provide the committee with a short formal Intellectual Freedom training that includes IIAC: Library Materials Selection and Adoption, Policy KLB-E (2) Library Materials Reconsideration form, reviews of the resource being reconsidered, and a list of awards or honors, if any.
10. Once the material in question has been obtained for all of the members of the Reconsideration Committee, a formal meeting date for reconsideration will be set and communicated to all stakeholders including the complainant. This date should allow for 20 school days for the committee to review the material.
11. The Reconsideration Committee should follow the procedures listed below:
 - a. After the initial meeting, the committee will review reconsideration committee guidelines and procedures.
 - b. A member of the committee should keep minutes.
 - c. All committee members should fully review the resource (read or view the entire work).
 - d. The committee reserves the right to use outside expertise if necessary to help in its decision-making process.
 - e. If invited, the complainant may make an initial verbal presentation to the committee about the resource under reconsideration or choose to share the written form. The complainant is asked to provide sources for quotes used during this presentation. The committee chair may choose to give committee members time to ask questions.
 - f. The committee will make its decision determined by the simple majority vote to retain, move the resources to a different level, or remove the resource.
 - g. The committee's written decision (including a minority report if needed) shall be presented to the complainant, the superintendent of schools, and the school library department director within five school days after the decision is made.
 - h. If the complainant is not satisfied with the committee decision, a written appeal, stating the specific disagreement in narrow scope, can be made within 10 school days through the superintendent to the school board for a final determination.
 - i. The same material cannot be put up for reconsideration again for 4 years.

Decisions on reconsidered materials will stand for one (1) calendar year before new requests for reconsideration of those items will be entertained unless the decision of the School Board is modified by a judicial review.

One (1) calendar year must pass before material that has been censored or banned can be reinstated, or considered for reinstatement. After that time, the board may entertain a request by a parent/guardian, student, citizen, librarian or other district employee to consider reinstatement of the materials previously banned or censored.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

Cross References

| Code | Description |
|-------------|--|
| BDDH | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS</u> |
| BDDH-E(1) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - SCHOOL BOARD MEETING SPEAKER SIGN-IN SHEET</u> |
| BDDH-E(2) | <u>PUBLIC PARTICIPATION AT BOARD MEETINGS - INTRODUCTION TO PUBLIC FORUM</u> |
| IIA | <u>INSTRUCTIONAL MATERIALS</u> |
| IIAA | <u>TEXTBOOK SELECTION AND ADOPTION</u> |
| IIAC | <u>LIBRARY MATERIALS SELECTION AND ADOPTION</u> |



To Build Knowledge and Skills for Success Today and Tomorrow"

Policy IIAC: LIBRARY MATERIALS SELECTION AND ADOPTION

Status: ADOPTED

Original Adopted Date: 7/14/1986 | Last Revised Date: 7/14/2025, 12/9/2024 | Last Reviewed Date: 7/14/2025, 12/9/2024

Reviewed Annually: NO | Required in Student Handbook: NO | Required in Staff Handbook: NO

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Responsibility for Selection of Library Materials

The Meade School District Board of Education delegates the responsibility for selecting library materials to the superintendent or district administrator who relies on recommendations from professionally trained library personnel. Library personnel use the board’s adopted selection criteria and procedures for selection of library materials.

Library Mission Statement

The mission of the Meade 46-1 School District libraries is to cultivate a community of lifelong learners by providing equitable access to high-quality and/or engaging resources for all students that support the district’s goal of building knowledge and skills for success today and tomorrow. The district’s libraries aspire to teach students to be critical thinkers, to encourage students to be enthusiastic readers, and to instruct students to be skillful and ethical consumers of information and creators of content. Meade’s libraries seek to ensure every student is prepared to thrive in an interconnected world.

Support for Intellectual Freedom

The school libraries of this district are guided by the principles set forth in the Library Bill of Rights and its interpretative statements, including “Access to Resources and Services in the School Library Program” (see Appendix in this policy).

Collection Development Objectives

- To provide staff and students with materials that enrich and support the curriculum and meet the needs of the students and staff served.
- To provide students with a wide range of educational materials on all levels of difficulty and in a variety of formats, with diversity of appeal, allowing for the presentation of many different points of view.
- To select materials that present various sides of issues, giving students an opportunity to develop analytical skills resulting in informed decisions.
- To select materials in all formats, including up-to-date, high-quality, varied literature to develop and strengthen a love of reading.

Selection Criteria

- Support and enrich the curriculum and/or students’ personal interests and learning.
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format.

- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the students for whom the materials are selected.
- Contain accurate and authentic factual content (for non-fiction materials).
- Earn favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by professional personnel.
- Exhibit a high degree of potential user appeal and interest.
- Represent differing viewpoints on issues.
- Provide a global perspective by including materials by a variety of authors and illustrators.
- Include a variety of resources in physical and virtual formats including print and non-print such as electronic and multimedia (including subscription databases and other online products, e-books, educational games, and other forms of emerging technologies).
- Demonstrate physical format, appearance, and durability suitable to their intended use.
- Balance cost with need.

The school library does not purchase or check out obscene materials. For something to be considered obscene material, it must meet all three requirements as set forth by SD Codified Law 22-24-27:

1. The “dominant theme of which, taken as a whole, appeals to the prurient interest.”
2. The work is “patently offensive because it affronts contemporary community standards relating to the description or representation of sado-masochistic abuse or sexual conduct.”
3. The work “lacks serious literary, artistic, political, or scientific value.”

Acquisitions Procedures

- In selecting resources, professional personnel will evaluate available resources and curriculum needs and will consult reputable, professionally prepared aids for selection, and other appropriate sources. The actual resource will be examined whenever possible.
- Recommendations for purchase involve administrators, teachers, students, district personnel, and community members, as appropriate.
- Gift materials shall be judged by the selection criteria and shall be accepted or rejected by those criteria. Gifts and donations, like purchased resources, will be removed from the collection at the end of their useful life.
- Selection is an ongoing process that should include removing materials that are no longer used or needed, adding materials, and replacing lost and worn materials that still have educational value.

Special Collections, Classroom Libraries, Library Displays, and Library Events

Special Collections

The district’s libraries will curate and maintain special collections to support a variety of learning needs, interests, and curricular areas. These collections may include but are not limited to:

- Thematic collections such as books on specific topics, holidays, or cultural observances.
- Materials that reflect different cultures, experiences, and viewpoints.
- Professional development resources for staff.
- High-demand collections that align with current classroom, school, and/or district initiatives and learning units.

Special collections will be periodically reviewed to ensure relevance, alignment with curricular goals, and responsiveness to student and staff needs.

Classroom Libraries

The school library may collaborate with classroom teachers to support the creation of classroom libraries. Classroom collections are under the primary supervision of the classroom teacher. In the creation of classroom libraries, classroom teachers will follow the district's Selection and Reconsideration Policy. Library staff may also provide strategies for organizing, displaying, and rotating classroom materials to keep collections engaging and accessible for students.

Displays, Events, and Programs

District libraries may host a variety of events and programs throughout the year to enhance student learning, promote literacy, and encourage a sense of community. Library displays raise awareness of those events and programs, promote reading engagement, highlight library resources, and foster a welcoming environment. Events, programs, and displays are routinely re-evaluated and may include but are not limited to:

- New arrivals, special collections, and seasonal themes
- Promotion of authors, stories, and topics from various perspectives
- Author visits and book talks and book fairs
- Reading challenges and book clubs
- Library orientations for students and staff
- Literacy-themed events (e.g., Read Across America, National Poetry Month)
- Collaborative projects with classroom teachers (e.g., research projects, thematic presentations)

Collection Maintenance and Weeding

Using a collection maintenance plan, the school librarian will routinely conduct an inventory of the school library collection and equipment. The inventory can be used to determine losses and remove damaged or worn materials. The inventory can also be used to deselect and remove materials that are no longer relevant to the curriculum or of interest to students.

Reconsideration of Material

Despite the careful selection of library resources and the qualification of those involved in the selection process, objections to library resources that are deemed offensive or inappropriate may occur. Any resident, employee, or student of the school district may express an informal concern or formal request for reconsideration of a library resource following Policy KLB(2): Public Complaint About Library Materials.

Gifts of library books will be accepted in keeping with the above policy on selection. Complaints about library books will be handled in line with Board policy on complaints about instructional materials. The challenged material will continue to be used during the reconsideration process, unless the Superintendent or School Board suspends its use. Decisions by the Superintendent or School Board on reconsidered materials will be binding for one (1) calendar year before new requests for reconsideration of those items will be entertained unless the decision of the School Board is modified by a judicial review.

One (1) calendar year must pass before material that has been censored or banned can be reinstated, or considered for reinstatement. After that time, the board may entertain a request by a parent/guardian, student, citizen, librarian or other district employee to consider reinstatement of the materials previously banned or censored.

APPENDIX

Access to Resources and Services in the School Library: An Interpretation of the Library Bill of Rights

The school library plays a unique role in promoting, protecting, and educating about intellectual freedom. It serves as a point of voluntary access to information and ideas and as a learning laboratory for students as they acquire critical thinking and problem-solving skills needed in a pluralistic society. Although the educational level and program of the school necessarily shape the resources and services of a school library, the principles of the American Library Association's Library Bill of Rights apply equally to all libraries, including school libraries. Under these principles, all students have equitable access to library facilities, resources, and instructional programs.

School librarians assume a leadership role in promoting the principles of intellectual freedom within the school by providing resources and services that create and sustain an atmosphere of free inquiry. School librarians work closely with teachers to integrate instructional activities in classroom units designed to equip students to locate, evaluate, and use a broad range of ideas effectively. Intellectual freedom is fostered by educating students in the use of critical thinking skills to empower them to pursue free inquiry responsibly and independently. Through resources, programming, and educational processes, students and teachers experience the free and robust debate characteristic of a democratic society.

School librarians cooperate with other individuals in building collections of resources that meet the needs as well as the developmental and maturity levels of students. These collections provide resources that support the mission of the school district and are consistent with its philosophy, goals, and objectives. Resources in school library collections are an integral component of the curriculum and represent diverse points of view on both current and historical issues. These resources include materials that support the intellectual growth, personal development, individual interests, and recreational needs of students.

While English is, by history and tradition, the customary language of the United States, the languages in use in any given community may vary. Schools serving communities in which other languages are used make efforts to accommodate the needs of students for whom English is a second language. To support these efforts, and to ensure equitable access to resources and services, the school library provides resources that reflect the linguistic pluralism of the community.

Members of the school community involved in the collection development process employ educational criteria to select resources unfettered by their personal, political, social, or religious views. Students and educators served by the school library have access to resources and services free of constraints resulting from personal, partisan, or doctrinal disapproval. School librarians resist efforts by individuals or groups to define what is appropriate for all students or teachers to read, view, hear, or access regardless of technology, formats or method of delivery.

Major barriers between students and resources include but are not limited to: imposing age, grade-level, or reading-level restrictions on the use of resources; limiting the use of interlibrary loan and access to electronic information; charging fees for information in specific formats; requiring permission from parents or teachers; establishing restricted shelves or closed collections; and labeling. Policies, procedures, and rules related to the use of resources and services support free and open access to information.

It is the responsibility of the governing board to adopt policies that guarantee students access to a broad range of ideas. These include policies on collection development and procedures for the review of resources about which concerns have been raised. Such policies, developed by persons in the school community, provide for a timely and fair hearing and assure that procedures are applied equitably to all expressions of concern. It is the responsibility of school librarians to implement district policies and procedures in the school to ensure equitable access to resources and services for all students.

Adopted July 2, 1986, by the ALA Council; amended January 10, 1990; July 12, 2000; January 19, 2005; July 2, 2008; and July 1, 2014.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

| State | Description |
|---------------|--|
| SDCL 22-24-27 | <u>Obscenity and public indecency - definition of terms</u> |
| SDCL 22-24-55 | <u>Restrict access to obscene materials</u> |
| SDCL 22-24-57 | <u>Complying public school or library not liable for damages</u> |

Cross References

| Code | Description |
|-------------|---|
| KH | <u>PUBLIC GIFTS TO SCHOOLS</u> |
| KLB | <u>PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS</u> |
| KLB-E(1) | <u>PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS - Request for Reconsideration of Instructional Materials</u> |
| KLB-E(2) | <u>PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS - Library Opt-Out Form</u> |



To Build Knowledge and Skills for Success Today and Tomorrow”

Policy JFC: STUDENT CONDUCT

Status: SECOND READING

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|-----------------------------------|--------------------------------|
| Reviewed Annually: No | Required in Student Handbook: Yes | Required in Staff Handbook: No |
|-----------------------|-----------------------------------|--------------------------------|

Students in the District are expected to act in an appropriate and responsible manner. Such behavior will reflect favorably on the student and on the school, will show consideration for other students, and will create a positive school environment in which to learn and work.

All students have individual responsibilities and obligations in their conduct toward other people and with respect to property. Examples of student conduct on school grounds, on school buses or at school activities which will subject a student to suspension, expulsion or other disciplinary action, and which may be reported to the legal authorities and subject to legal consequences, include, but are not limited to:

1. Causing or attempting to cause damage to school property, or stealing or attempting to steal school property.
2. Causing or attempting to cause damage to private property, or stealing or attempting to steal private property.
3. Causing or attempting to cause physical injury to another person except in self-defense, or threatening to do so.
4. Assault or threatening a student or staff member with bodily harm.
5. Possession of any firearm, knife, explosive or other weapon or dangerous object.
6. Possession, use, or being under the influence of any controlled drug or substance without a physician's prescription.
7. Possession, use or under the influence of alcohol or illegal drug or substance.
8. Possession or use of any tobacco product or vaping product.
9. Making false fire alarms or bomb threats or similar threats.
10. Cheating on schoolwork or tests: Cheating includes, but is not limited to, plagiarism; assisting others in cheating; using programmable calculators, artificial intelligence, social media, or other digital technologies in ways not authorized by the teacher; and possessing, either digitally or physically, unauthorized schoolwork or test materials.
11. Inappropriate use of computers, networks, Internet, Distance Learning, etc.
12. Using lewd, profane or obscene language, displaying lewd, profane or obscene language or pictures, or lewd or indecent exposure.
13. Sexually harassing any other person.
14. Defying the valid authority of school employees.
15. Conduct in a classroom, hallway, or any other location on school property or on a school bus which is disruptive.
16. Harassment (including hazing) of any other student or staff member of the School District or any other person who is on the property of the School District.
17. Bullying
18. Racial or ethnic slurs.

*Copies of this policy shall be made available to parents and to all students, either through being reprinted in student handbooks or the district website.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

| State | Description |
|------------------|---|
| SDCL 13-32-5 | <u>Injury to school property</u> |
| SDCL 13-32-6 | <u>Disturbance of school as a misdemeanor</u> |
| SDCL 13-32-7 | <u>Possession of firearms on school grounds</u> |
| SDCL 22-14A-24 | <u>Use of substance or device to communicate a threat</u> |
| SDCL 22-14A-25 | <u>Use of hoax substance or device to cause fear</u> |
| SDCL 25-5-15 | <u>Parental liability for willful acts of child</u> |
| Cross References | |
| Code | Description |
| ABAD | <u>Parent's Rights</u> |
| ACAA | <u>SEXUAL HARASSMENT</u> |
| ACAA-R(1) | <u>SEXUAL HARASSMENT - Regulation</u> |
| ACAA-E(1) | <u>SEXUAL HARASSMENT - COMPLAINT REPORT FORM</u> |
| ACAA-E(2) | <u>SEXUAL HARASSMENT - COMPLAINT APPEAL TO THE SUPERINTENDENT</u> |
| ACAA-E(3) | <u>SEXUAL HARASSMENT - COMPLAINT APPEAL TO THE SCHOOL BOARD</u> |
| IIBFA | <u>USE OF ARTIFICIAL INTELLIGENCE TECHNOLOGY</u> |
| JFCC | <u>STUDENT CONDUCT ON SCHOOL BUSES</u> |
| JFCD | <u>BULLYING</u> |
| JFCD-E(1) | <u>BULLYING - COMPLAINT REPORT FORM</u> |
| JFCD-E(2) | <u>BULLYING - COMPLAINT APPEAL TO THE SUPERINTENDENT</u> |
| JFCD-E(3) | <u>BULLYING - COMPLAINT APPEAL TO THE SCHOOL BOARD</u> |
| JG | <u>STUDENT DISCIPLINE</u> |
| JGD | <u>STUDENT SUSPENSION AND EXPULSION</u> |



To Build Knowledge and Skills for Success Today and Tomorrow”

Policy JFCK: CELL PHONES AND PORTABLE DIGITAL MEDIA DEVICES

Status: SECOND READING

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|-----------------------------------|--------------------------------|
| Reviewed Annually: No | Required in Student Handbook: Yes | Required in Staff Handbook: No |
|-----------------------|-----------------------------------|--------------------------------|

Rationale

This policy supports student learning, mental health, school safety, and equity. Reducing personal device use during the school day helps minimize distractions, supports a safe and inclusive environment, and promotes responsible digital habits. See additional rationale information at the end of this policy.

Policy Statement

The Meade School District enforces a **no personal cell phone use policy during school hours**, unless otherwise specified. Students are not permitted to use personal mobile devices including cell phones, smartwatches, and portable media players during instructional time or in other school settings where learning, well-being, or safety could be compromised.

All schools within the district are required to follow this policy. While implementation procedures may vary by grade level or building, the core expectation of limited or no personal device use applies consistently across all schools.

Parents and students should consult their school's student handbook located on the district website for specific guidelines, age-appropriate expectations, and any approved exceptions to this district-wide policy.

Students are expected to keep devices powered off and stored out of sight during the school day and instructional time.

Disruptions and Violations

Personal devices can disrupt the learning environment in several ways, including:

- Ringing, vibrating, or displaying notifications during class
- Academic dishonesty (e.g., texting during tests or taking photos of assignments)
- Unauthorized use of cameras, especially in private areas like restrooms or locker rooms
- Cyberbullying or digital harassment
- Organizing or recording fights or other inappropriate activities

These behaviors jeopardize student safety and the integrity of the school environment.

Disciplinary Actions

Violations of this policy may result in the following:

- Confiscation of the device
- Parent contact or conference
- Progressive disciplinary action as outlined in the student code of conduct.

Severe violations may result in more serious consequences, including suspension or expulsion or device confiscation. These include:

1. Sending or sharing inappropriate or threatening content
2. Sexting or distribution of explicit materials
3. Digital cheating or academic misconduct
4. Cyberbullying or sexual harassment

5. Using a device in areas with a reasonable expectation of privacy
6. Coordinating violent or unlawful activity via messaging apps or social media
7. Refusing to comply with staff directives, including failure to surrender a device

Search and Privacy Guidelines

The district respects student privacy and emphasizes that this policy is not intended to justify unreasonable searches of personal devices. Any search of a personal device must:

1. Be based on reasonable suspicion of a serious policy violation.
2. Be limited in scope and not overly intrusive.
3. Follow district guidelines and, when possible, be conducted with a parent/guardian present.

Exceptions

Exceptions to this policy may be approved under the following conditions:

- Medical necessity
- Provisions in an Individualized Education Program (IEP) or 504 Plan
- Building-level exceptions outlined in official handbooks or authorized by the superintendent

Liability Disclaimer

The Meade School District is not responsible for lost, stolen, or damaged personal devices, whether brought to school, used in violation of this policy, or confiscated by staff.

Rationale for the Policy

- **Improved Focus and Learning:** Personal devices are frequently cited as major distractions in the classroom. Limiting their use during school hours helps students stay engaged and minimizes disruptions.
- **Mental Health:** Constant connectivity and social media use can contribute to stress, anxiety, and cyberbullying. Reducing phone use gives students a healthy break from the digital world.
- **Safety:** Cell phones are sometimes used to record fights, engage in cyberbullying, or share inappropriate content. Limiting access during school helps create a safer learning environment.
- **Equity:** Not all students have access to the same technology. A consistent policy helps create a more equitable environment, minimizing social pressure and comparison.
- **Instructional Benefits:** With the district's 1:1 computing program, students already have access to school-issued devices for learning, reducing the need for personal phones in the classroom.

Cross Reference

Code

JFC

Description

Student Conduct

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State

ARSD 24:07

Description

[Student due process](#)

SDCL 13-32-4

[School board to assist in discipline](#)

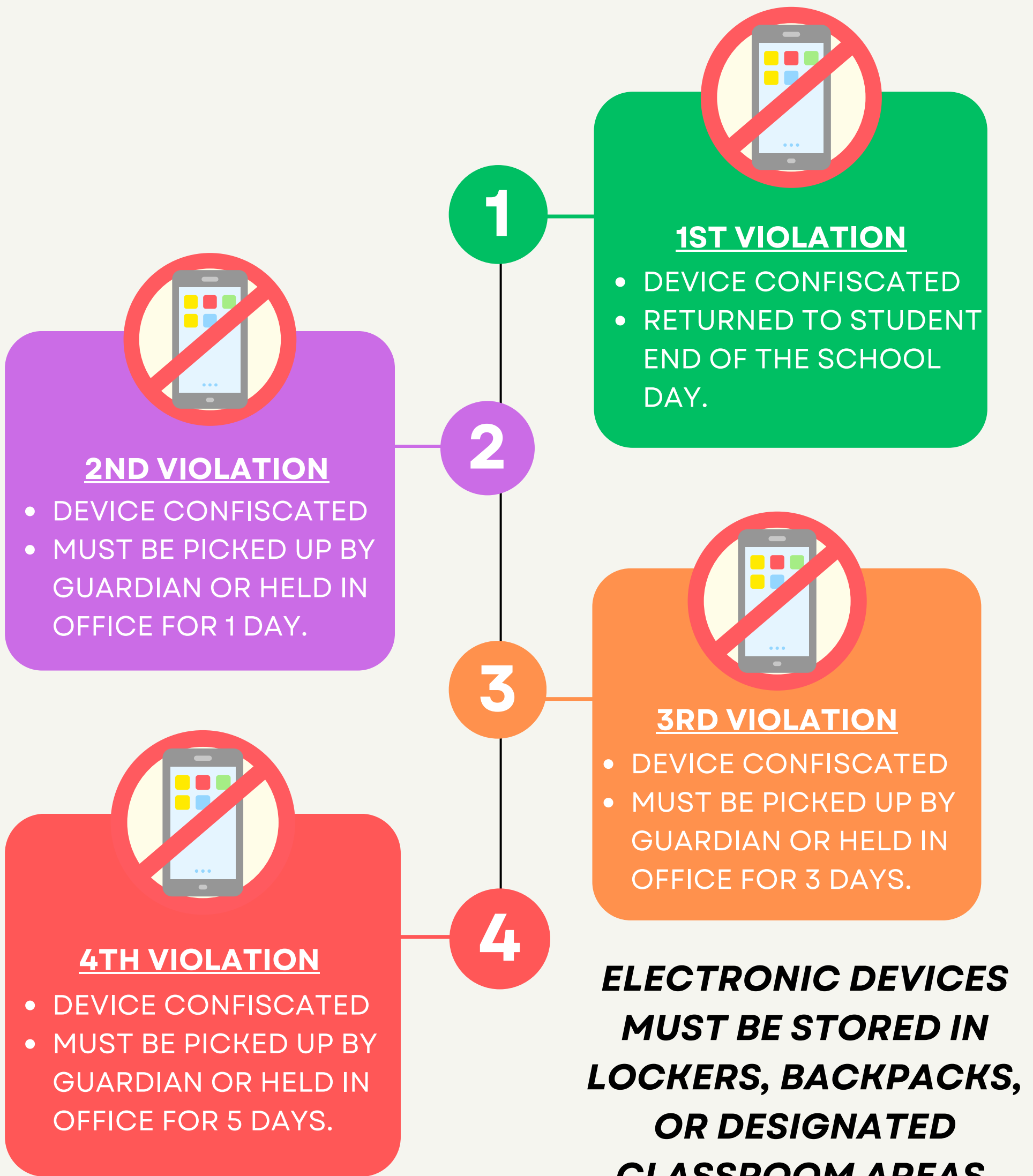
SDCL 49-31-31

[Harassment by electronic devices](#)



Policy JFCK: Cell Phones & Portable Media Digital Devices Policy

ZERO CELL PHONE USE DURING SCHOOL HOURS!





Policy JFCK: Cell Phones & Portable Media Digital Devices Policy

ZERO CELL PHONE USE DURING SCHOOL HOURS!



2ND VIOLATION

- ALL 1ST VIOLATION CONSEQUENCES.
- DEVICE TURNED INTO OFFICE DAILY FOR 3 DAYS.
- DETENTION

1



1ST VIOLATION

- STUDENT BRINGS PHONE TO FRONT OFFICE FOR REMAINDER OF DAY.
- BEHAVIOR REFERRAL COMPLETED BY TEACHER.
- GUARDIAN CONTACTED

2



3RD VIOLATION

- ALL 1ST VIOLATION CONSEQUENCES.
- DEVICE TURNED INTO OFFICE DAILY FOR 10 DAYS.
- DEVICE CONTRACT WILL BE MADE BY ADMINISTRATION.
- DETENTION

3



4TH VIOLATION

- ALL 1ST VIOLATION CONSEQUENCES.
- DEVICE TURNED INTO OFFICE DAILY FOR THE REMAINDER OF THE YEAR.
- FOLLOW THE ELECTRONIC DEVICE CONTRACT.
- DETENTION

4

**ELECTRONIC DEVICES
MUST BE STORED
BACKPACKS.**



To Build Knowledge and Skills for Success Today and Tomorrow”

Policy KG: FACILITY USE

Status: SECOND READING

Original Adopted Date: 07/14/1986 | Last Revised Date: 04/08/2014, 05/11/2010, 02/14/2006, 06/19/2001, 07/10/1995, 07/10/1989 | Last Reviewed Date: 04/08/2014

| | | |
|------------------------|----------------------------------|--------------------------------|
| Reviewed Annually: Yes | Required in Student Handbook: No | Required in Staff Handbook: No |
|------------------------|----------------------------------|--------------------------------|

As the schools in the District belong to the patrons of the community, the Board permits the use of school facilities for activities that are cultural, educational, civic, social, recreational, governmental, or general political in nature. These activities must be sponsored by responsible and recognized local individuals, organizations, agencies, or institutions. Such use must not interfere with the operation of the District or be contrary to its best interests or educational programs.

The business manager, in consultation with the superintendent, is authorized to approve facility use requests, with the following exceptions:

- Requests for conventions
- Special events that do not meet the criteria outlined above
- Events sponsored by religious organizations

These exceptions must be submitted to and approved by the Board. The business manager may delegate facility use approval authority to the principals of outlying school sites.

Liability Insurance Requirement:

All users of school facilities who are not covered under the Meade School District 46-1 liability policy must provide proof of liability insurance. The Meade School District 46-1 must be listed as an additional insured on the policy. The insurance coverage must include a minimum limit of \$1,000,000 per occurrence. Any request to waive this requirement must be submitted in writing to the Meade 46-1 Board of Education for consideration.

The Facility Use Fee Schedule and Facility Use Agreement may be requested to the [activities director or](#) business manager and will be reviewed annually by the board in July.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State

SDCL 13-24-20

Description

[Use of school facilities or buses for other purposes](#)



Facility Use Fee Schedule

| | | |
|---|----------------------------|---------------------------------|
| Kitchen Facility Staff Fees | | \$50/hr. (2 hr. min) |
| Custodial Fees | | \$100/building plus hourly rate |
| Sturgis Brown High School | West Gym | \$500 |
| | East Gym | \$300 |
| | Concessions | \$50 |
| | Commons | \$150 |
| | Kitchen | \$200 |
| | Classroom | \$25 |
| Sturgis Williams Middle School | North Gym | \$150 |
| Sturgis Williams Middle School | Grunwald Gym | \$400 |
| | Multi-purpose room | \$100 |
| | Kitchen | \$50 |
| | Classroom | \$25 |
| Stagebarn Middle School | Gym | \$300 |
| | Commons | \$100 |
| | Media Room | \$100 |
| | Concessions | \$25 |
| | Kitchen | \$100 |
| | Classroom | \$25 |
| Sturgis Elementary | Gym | \$100 |
| | Cafeteria/multi-purpose | \$100 |
| | Kitchen | \$100 |
| | Classroom | \$25 |
| Piedmont Valley Elementary | Gym | \$100 |
| | Old Gym | \$100 |
| | Kitchen | \$100 |
| | Concessions | \$25 |
| | Classroom | \$25 |
| Whitewood Elementary | Gym | \$100 |
| | Kitchen | \$50 |
| | Classroom | \$25 |
| Central Meade Co. School | Multi-purpose room/kitchen | \$100 |
| | Classroom | \$25 |
| Atall, Hereford, Elm Springs, Opal | Classroom | \$25/building |

Groups using school facilities will be charged according to the fees listed above, plus custodial charges and reimbursement for any damages. Exceptions to these rates may be made in special circumstances at the discretion of the superintendent and administrator.

Facility Fees

- Kitchen Facilities: Use of kitchen facilities includes an additional labor fee at the prevailing district hourly rate plus benefits for each food service and/or custodial service employee required. Food service staff will supervise proper equipment use and sanitary cleanup. A minimum \$25 fee will be added for dishwasher use.
- Other Facilities: Rental fees may include similar labor charges based on staff involvement.

Rental Fee Adjustments and Conditions

1. Youth Groups (Non-District Sponsored) who use school facilities for meetings or practices may be exempt from paying rent at the discretion of the administrator but may be charged a fee to cover utility costs incurred by the district.
2. Organizations conducting fundraisers in school facilities specifically for the benefit of student groups sponsored by the District may be exempt from paying rent at the discretion of the administrator.
3. Youth Groups (Non-District Sponsored) who use school facilities for fundraisers and/or charge admission to their events will be charged 10% of the profit or the designated rental rate, whichever is less, plus custodial charges and reimbursement for any damages.
4. Groups may elect to provide their own custodial services but are expected to leave the facilities in the same shape that they found them.
5. Groups that are not charged rent and/or that do not pay custodial charges will be required to submit a deposit of \$100, which shall be returned subsequent to the event upon verification of the condition of the facilities.
6. All groups using District facilities are responsible for supervising participants and spectators. Failure to do so will result in a revocation of the contract.
7. All groups using school facilities must sign a written contract.
8. Rental fees for games and tournaments will be negotiated by the administration. Rental fees for conventions and special events requiring Board approval will be set on an individual basis by the Board.
9. Public dances are not allowed in school facilities.
10. The administrator may, at his/her discretion, allow individuals from the community to utilize the District's athletic facilities for recreational purposes at no charge. All such activities must be scheduled in advance with the administration, and a specific individual must be designated to oversee opening, closing, and supervising the facility. Under no circumstances may students in the District be allowed to use school athletic equipment and/or facilities unless they are under the direct supervision of a staff member or adult designated by the administration.
11. The administrator, in consultation with the superintendent, will have authority to grant use of the East Campus and West Gymnasium for funerals when crowds are expected to be of a size that they cannot be accommodated elsewhere in the community or when it is otherwise deemed appropriate. Under such circumstances, the normal rental fee will be waived, but custodial services will be charged.

Liability Insurance Requirement

All facility users not operating under the Meade 46-1 liability policy will be required to obtain liability insurance and the Meade School District 46- 1 is to be named as additional insured on the policy. This policy must have minimum coverage limits of \$1,000,000 per occurrence. Any request for a waiver of this requirement is to be made in writing to the Meade 46-1 Board of Education.

Priority of Facility Use

If the requested use is for a location not on the list below, the Administration shall assess a User Fee consistent with the locations below.

Rental fees for SDHSAA district and region tournament games will be set by the district and region committees.

- School-related activities/meetings authorized by District administration or Board;
- Joint use agreements between the District and other governmental (state, federal, county or township) entities;
- Local community and youth activities
- Other non-school-related activities or events

Fee Waivers

The School Board reserves the right to waive any or all fees. To be considered, fee waiver requests must be submitted before the intended use and prior to a regularly scheduled board meeting.

PERMIT TO USE SCHOOL FACILITIES

MEADE SCHOOL DISTRICT 46-1 of Meade and Lawrence Counties, SD herein referred to as the DISTRICT, does hereby grant unto:

The specified term of this permit shall be:

herein referred to as PERMITTEE the right to use the following school facilities described:

as a consideration, the PERMITTEE shall pay the DISTRICT the sum of:

:

The above permit is based upon the following conditions of which the PERMITTEE agrees:

1. It is specifically understood and agreed that the PERMITTEE'S use of said DISTRICT facilities is under no circumstances to be considered a school activity and under no circumstances is to be considered that the DISTRICT is sponsoring or conducting any of the activities conducted by the PERMITTEE as set forth herein. The PERMITTEE shall be completely and fully responsible for damage to property either the DISTRICT'S property or others, and any personal injuries, including death, arising out of the use of said DISTRICT facilities or activities of the PERMITTEE, and the PERMITTEE shall indemnify the DISTRICT and save the DISTRICT harmless from any and all liability or cost incurred by the DISTRICT for damages to property or personal injuries, including death, resulting by activities conducted by the PERMITTEE and the use of said DISTRICT facilities by either the PERMITTEE or by the use of the DISTRICT facilities either permitted by the PERMITTEE or not prevented by the PERMITTEE during the times the PERMITTEE has permission to use said DISTRICT facilities as set forth herein.
2. In the interest of safety and in compliance to regulations set forth by the State Fire Marshall, no smoking will be permitted in the school buildings.
3. One regularly employed school cook must be additionally hired when cooking facilities of the school lunchroom are used.
4. Other rules governing school facilities as determined by policies and regulations of the Board of Education, MEADE SCHOOL DISTRICT 46-1.
5. Damages to District property will total and include replacement cost.
6. PERMITTEE must furnish a Certificate of Insurance naming Meade School District as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than \$1,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in the state of South Dakota.

IN WITNESS WHEREIN the parties have hereunto set their hands on this day of..

MEADE SCHOOL DISTRICT 46-1, by Brett Burditt Business Manager

: _____

*******PLEASE NOTE **NO SMOKING ALLOWED ON PREMISES*******

NOTE: Please return one signed copy and subsequent payment to:

MEADE SCHOOL DISTRICT 46-1, 1230 Douglas St, Sturgis, SD 57785



To Build Knowledge and Skills for Success Today and Tomorrow

Policy BDDG: MINUTES

Status: FIRST READING

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|----------------------------------|--------------------------------|
| Reviewed Annually: NO | Required in Student Handbook: NO | Required in Staff Handbook: NO |
|-----------------------|----------------------------------|--------------------------------|

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

1. A record of all actions taken by the Board, with the vote of each member recorded except in cases of unanimous votes.
2. Resolutions and motions. This will include a detailed statement of all expenditures of money, with names of persons to whom payment is made for service rendered or goods furnished; a detailed statement of receipts, and balance on hand; and expenditures and receipts of custodial accounts.
3. A record of the disposition of all matters on which the Board considered, but did not take action.
4. The salaries of all employees will be published after the July organizational meeting, and total payroll by department monthly.

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

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

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

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

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

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

The School Board must include in the minutes of the meeting at which the School Board conducted its annual review of open meeting laws an acknowledgement that the review was completed.

All minutes will be open to inspection by the public during the regular office hours of the business manager.

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

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

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State Description

| | |
|----------------|---|
| SDCL 1-27-1.17 | Draft minutes of public meeting to be available |
| SDCL 13-16-21 | Custodial Funds - Reports and Audits |
| SDCL 13-6-17 | Plan incorporated in board minutes |
| SDCL 13-7 | School district elections |
| SDCL 13-8-34 | Approval and signing of minutes of school board |
| SDCL 13-8-35 | Publication of minutes of board |
| SDCL 13-8-43 | Records of business manager open to public inspection |
| SDCL 17-2-19 | Legal publication fees |
| SDCL 17-2-20 | Fees chargeable for 2nd and subsequent publications |
| SDCL 6-1-10 | Publication of payroll information |

Cross References

Code Description

| | |
|-----|---|
| BBB | SCHOOL BOARD ELECTIONS |
| BD | SCHOOL BOARD MEETINGS |
| BDB | SCHOOL BOARD STUDY SESSIONS AND WORK RETREATS |
| KBA | PUBLIC'S RIGHT TO KNOW |



To Build Knowledge and Skills for Success Today and Tomorrow”

Policy JEA: Compulsory Attendance Ages

Status: REVIEW

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|-------------------------------|--------------------------------|
| Reviewed Annually: NO | Required in Student Handbook: | Required in Staff Handbook: NO |
|-----------------------|-------------------------------|--------------------------------|

Under South Dakota law, a child who is at least six (6) years old by September 1st, but who has not exceeded the age of eighteen (18) must regularly attend a public or non-public school or receive alternative instruction as set forth in state law, unless excused. 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, graduated, or withdraws as allowed by law.

A child may withdraw from school attendance at age seventeen with the written consent of that child's parent, guardian, or other custodian. The district will keep the documentation of such written consent and will forward a copy to the Department of Education within thirty days of receipt.

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.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

| State | Description |
|----------------|---|
| SDCL 13-27-1 | <u>Responsibility for school attendance</u> |
| SDCL 13-27-1.1 | <u>Religious exemption after eighth grade</u> |
| SDCL 13-27-1.3 | <u>Withdraw from school - documentation</u> |
| SDCL 13-27-11 | <u>Failure to send child to school</u> |
| SDCL 13-27-12 | <u>Enforcement powers and duty of secretary</u> |

State

SDCL 13-27-16

SDCL 13-27-2

SDCL 13-32-4.1

Cross References

Code

ABAD

JEG

Description[Warnings by school board](#)[Attendance excused by school board](#)[Attendance policy](#)**Description**[Parent's Rights](#)[EXEMPTIONS FROM SCHOOL ATTENDANCE](#)

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To Build Knowledge and Skills for Success Today and Tomorrow

Policy JEG: EXEMPTIONS FROM SCHOOL ATTENDANCE

Status: REVIEW

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|----------------------------------|--------------------------------|
| Reviewed Annually: NO | Required in Student Handbook: NO | Required in Staff Handbook: NO |
|-----------------------|----------------------------------|--------------------------------|

HIGH SCHOOL EQUIVALENCY 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 high school equivalency test preparation 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 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 29 U.S.C. §§ 3191 to 3212, inclusive (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.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

| State | Description |
|------------------|--|
| SDCL 13-27-1 | <u>Responsibility for school attendance</u> |
| SDCL 13-27-1.1 | <u>Religious exemption after eighth grade</u> |
| SDCL 13-27-3 | <u>Child excused if provided alternative instruction</u> |
| SDCL 13-27-6 | <u>Child excused because of illness in family</u> |
| SDCL 13-27-6.1 | <u>Student excused from attendance</u> |
| SDCL 13-27-7 | <u>Applications for excuse from attendance</u> |
| SDCL 13-27-8 | <u>Appeal on attendance matters to state board</u> |
| SDCL 13-27-9 | <u>Record of certificates of excuse from attendance</u> |
| Cross References | |
| Code | Description |
| JEA | <u>COMPULSORY ATTENDANCE AGES</u> |
| JEAA | <u>STUDENTS ALTERNATIVE INSTRUCTION</u> |
| JEC | <u>SCHOOL ADMISSIONS</u> |
| JED | <u>STUDENT ABSENCES AND EXCUSES</u> |



To Build Knowledge and Skills for Success Today and Tomorrow

Policy ECABB: MULTI OCCUPANCY ROOM USE (BATHROOMS)

Status: REVIEW

Original Adopted Date: xx/xx/xxxx | Last Revised Date: xx/xx/xxxx | Last Reviewed Date: xx/xx/xxxx

| | | |
|-----------------------|----------------------------------|--------------------------------|
| Reviewed Annually: NO | Required in Student Handbook: NO | Required in Staff Handbook: NO |
|-----------------------|----------------------------------|--------------------------------|

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.

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.

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 administrator, 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.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State

SDCL 13-32-21

Description

[Multi-occupancy rooms - definitions](#)

SDCL 13-32-22

[Multi-occupancy rooms - designations required, reasonable accommodations](#)

SDCL 13-32-23

[Multi-occupancy rooms - use restricted, exceptions](#)

SDCL 13-32-24

[Multi-occupancy rooms - school-sanctioned event, accommodations, designation, student request for reassignment, private cause of action](#)

24-25 Committee Assignments

ASBSD Delegate Assembly Delegate: Brian Voight

Alternate: Megan Snyder

Building and Grounds

Jutting (Vig replacement)
Cass
Voight
Koontz

Negotiations

Odegaard
Snyder
Schneller (Vig replacement)
Spring

Finance

Jutting
Odegaard
Snyder (Vig replacement)
Koontz

Policy

Jutting
Bruch
Snyder
Voight

Employee Recognition

Bruch
Cass
Voight
Jutting

Transportation

Cass
Odegaard
Jutting
Spring

Insurance

Koontz
Voight
Bruch

*** First Person listed is the chairperson for that committee

Sturgis Board of Equalization:

Terry Koontz

Piedmont Board of Equalization:

Aaron Odegaard

BHSSC:

Representative: Terry Koontz

Alternative: Sandy Cass

Summerset Board of Equalization:

Justin Jutting

Whitewood Board of Equalization:

Scottie Bruch



"To Build Knowledge and Skills for Success Today and Tomorrow"

Policy BDB: SCHOOL BOARD STUDY SESSIONS AND WORK RETREATS

Status: ADOPTED

Original Adopted Date: 09/11/2023 | Last Revised Date: 09/11/2023 | Last Reviewed Date: 09/11/2023

The Board is tasked with a constant flow of governance issues that require action and is determined to expedite the business of the District. The Board is also mindful of the importance of planning, brainstorming and thoughtful discussion.

At its discretion, the board may schedule study sessions or working retreats in order to provide the governance team an opportunity to deliberate without taking action. All study sessions or work retreats shall be open to the public and comply with state open meetings and public records laws.



Process for Addressing General Fund Deficit In Fiscal Years 2026-27 and 2027-28

June 2025 Board Meeting

Four School Funds and What They Support


 General Fund

- Support: Academics, activities, staff, utilities, operating costs
- Revenue Source: Local property tax, state aid, federal Title funds

 Capital Outlay

- Support: Facility upgrades, repairs, technology, curriculum
- Revenue Source: Local property tax

 Special Education (SPED)

- Support: Student specialized services, staffing for IEP support
- Revenue Source: Federal IDEA funds, State SPED aid, local property tax

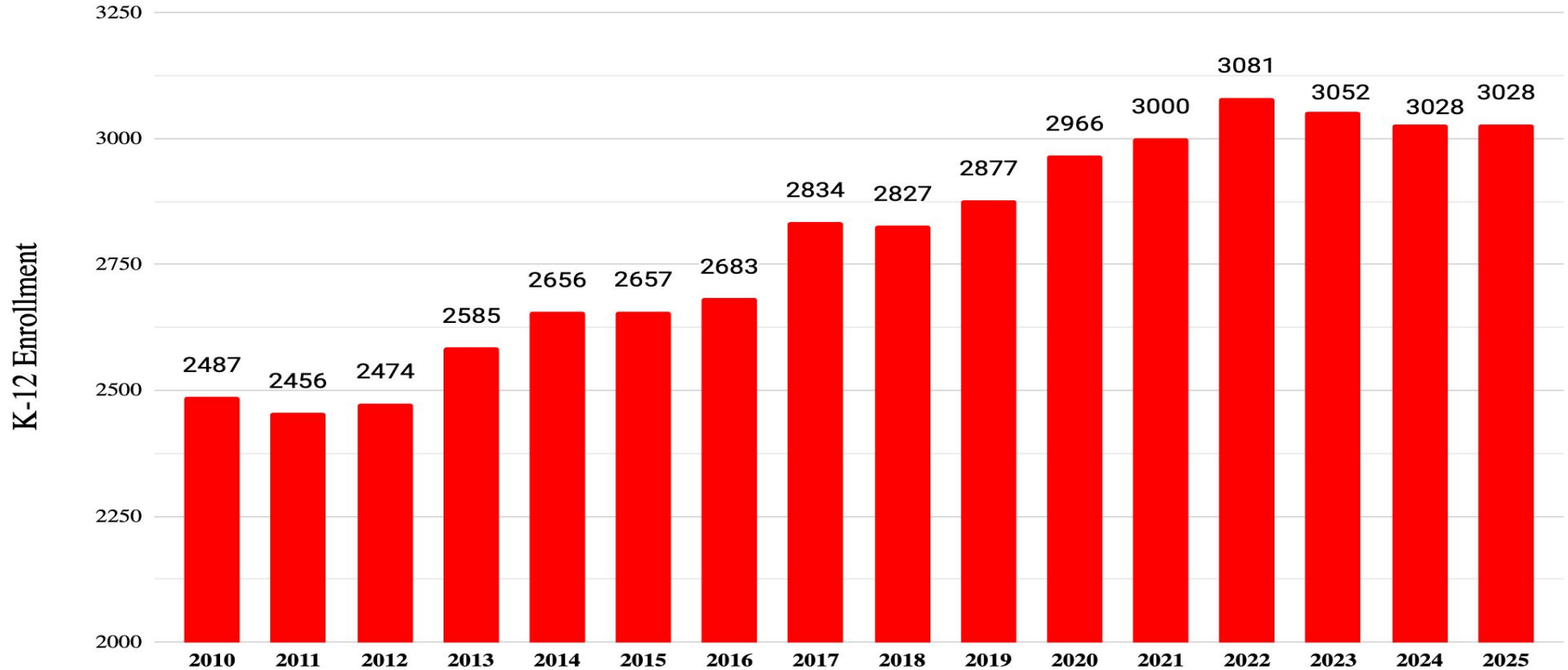
 Food Service

- Support: Student meals, cafeteria operations
- Revenue Source: Federal funds, family meal payments

Enrollment Drives General Fund Revenue


DRAFT

Meade Enrollment History




Background of Current Situation

DRAFT





Meade School District is currently planning for budget corrections to address deficit spending through school years 2026-27 and 2027-28.

 Estimated Fiscal Year 2024-25 Deficit: (-\$268,112)

 Estimated End of 2024-25 Fund Balance: \$5,522,623

 Estimated Fiscal Year 2025-26 Deficit*: (-\$637,846)

 Estimated End of Year 2025-26* Fund Balance: \$4,884,777

 President's budget proposal eliminates Title II/IV loss of \$220,000 (4 teachers) in 2026-27.

*2025-26 deficit may shrink or grow based on enrollment in September 2025 (budget set at 3028 students).

Current General Fund History

DRAFT

| | <u>Enrollment</u> | <u>Revenue</u> | <u>Expenditures</u> | <u>Deficit</u> | <u>Fund Bal.</u> | <u>Fund Bal. %</u> |
|--------------|-------------------|---------------------|---------------------|----------------------|--------------------|--------------------|
| FY 19 | 2877 | \$18,848,909 | \$18,838,203 | \$10,706 | \$4,322,383 | 22.94% |
| FY 20 | 2966 | \$20,885,203 | \$19,463,970 | \$1,421,233 | \$5,743,616 | 29.51%* |
| FY 21 | 3000 | \$21,830,400 | \$21,758,718 | \$71,682 | \$5,815,298 | 26.73%* |
| FY 22 | 3081 | \$21,915,420 | \$21,719,025 | \$196,395 | \$6,011,693 | 27.68%* |
| FY 23 | 3052 | \$23,156,380 | \$23,013,323 | \$143,057 | \$6,154,750 | 26.74%* |
| FY 24 | 3028 | \$23,921,059 | \$24,193,561 | (-\$272,502) | \$5,822,247 | 24.07% |
| FY 25 | 3028 | \$24,843,351 | \$25,111,464 | (-\$268,112) | \$5,554,134 | 22.31% |
| FY 26** | 3028 | \$24,840,248 | \$25,478,094 | (-\$637,846) | \$4,884,777 | 19.17% |

*State allowed fund balance over 25% due to increased federal funds through ESSER.

** Planned General Budget for Review and Approve by Board based on projected enrollment in September 2025 (includes increase in insurance and student placement).

Board Options to Consider



Option 1 - Revenue increases

Option 2 - Efficiencies

Option 3 - Reductions and Cuts

OPTION ONE - Revenue Increase



OPTION ONE - Revenue Increase

1. Increase students attending Meade 46-1
2. Increases in State Aide
3. Increase local property tax effort through 2 funds
 - a. Voter approved opt-out of General Fund Levy
 - b. May transfer Capital Outlay (CO) to General Fund up to 45% of CO revenue
 - i. Should only be done for 1-2 years as a short term reprieve from budget reductions
 1. Consider when fund balance is below 15%
 2. Need to increase CO Levy
 - ii. Cash flow becomes an issue at 13.9%

OPTION TWO - Efficiencies Provide Same Education Opportunities



OPTION TWO - Efficiencies Provide Same Education Opportunities

1. Natural attrition of staff (retirement/resignations)
 - a. Likely increase in class sizes
 - b. May require staff transfers
2. Education located in different schools
 - a. Reduction number of schools/facilities to maintain
 - b. Reduction in number of class sections
 - c. Likely increases in class sizes
 - d. May require staff transfers
 - e. May require reduction in staff

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OPTION THREE - Reductions/Cuts

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OPTION THREE - Reductions/Cuts

1. Provide fewer resources across district
2. Reduce personnel that do not reduce student opportunities
3. Reduce services that do not reduce student opportunities
 - a. May reduce number of opportunities or size of programs
 - b. May reduce personnel
4. Reduce opportunities to students
 - a. Will reduce personnel
 - b. Will increase class sizes
 - c. Elimination of student programming



QUESTIONS

DRAFT

Meade 46-1 School Board Goals 2024-2025

| Meade 46-1 School Board Goals 2024-2025 | | | | | | | | | | | | | | | |
|---|-----------------|-------------------------|----------|--|--|--|--|--|--|-----|-----------------|-------------------------|----------|--|--|
| | Goal | Current | | | | | | | | | | | | | |
| Goal 1: Continuing Education for Board Members | | | | | | | | | | | | | | | |
| Objective: During the 2024-2025 fiscal year, the School Board members will collectively attend 135 hours of continuing education. With each board member is required to complete a minimum of 10 hours of educational activities. | | | | | | | | | | | | | | | |
| Task: School Board attends 135 hours of continuing education. | 135 | 122.96 | | | | | | | | | | | | | |
| Task: All board members attend 10 hours of continuing education hours. (Modified on 5/1/2025 to only 8 board members with Darrel's resignation) | 100% | 75% | | | | | | | | | | | | | |
| Goal 2: Strategic Planning and Vision | | | | | | | | | | | | | | | |
| Objective: During the 2024-2025 fiscal year, the School Board will evaluate and pursue an option for updating the Meade 46-1 Strategic Plan. | | | | | | | | | | | | | | | |
| Task: Survey the administrations to determine the key needs if the district were to hire a company to assist in writing the plan. | 100% | 100% | | | | | | | | | | | | | |
| Task: Survey peer schools in South Dakota to identify who did their most recent plan and satisfaction. | 100% | 100% | | | | | | | | | | | | | |
| Task: Create an RFP to provide to potential Strategic Planning firms. | 100% | 100% | | | | | | | | | | | | | |
| Task: A group of Administration and School Board Members will attend training to learn more about how to effectively execute a strategic plan. | 100% | 100% | | | | | | | | | | | | | |
| Task: Provide suppliers with the RFP. | 100% | 100% | | | | | | | | | | | | | |
| Task: Select a supplier. | 100% | 100% | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td style="background-color: #f8d7da;">Key</td> <td style="background-color: #f8d7da;">33rd Percentile</td> <td style="background-color: #fff3cd;">34th to 99th Percentile</td> <td style="background-color: #d4edda;">Goal Met</td> <td></td> <td></td> </tr> </table> | | | | | | | | | | Key | 33rd Percentile | 34th to 99th Percentile | Goal Met | | |
| | | | | | | | | | | | | | | | |
| Key | 33rd Percentile | 34th to 99th Percentile | Goal Met | | | | | | | | | | | | |