

**Wolsey-Wessington School District 2-6**  
375 Ash Street SE Wolsey, SD 57384

School Board Meeting Agenda  
Monday, June 14, 2021 7:00 PM  
Regular Board Meeting; Room 206

1. Call to Order
2. Pledge of Allegiance
3. Community Forum
4. Conflict of Interest Declarations
  - 4.1. Consideration of conflict of interest waivers as presented
5. Adopt agenda
6. Communication and Discussion Items
  - 6.1. Celebrations

Congratulations to the girls' track team for being named 281 Conference Champions.  
Thank you to Mrs. Halsey and Mrs. Luce for a great 4th-5th grade concert and Talent Show.  
Congratulations to all of the MS students for earning superior and excellent ratings at our local contest.  
Thank you to Mrs. Stevens for organizing graduation and to Mrs. Fauth for a wonderful speech.  
Congratulations to the girls' track team for being named Region Champions and to the boys for earning third place.  
Congratulations to all of the student-athletes that made it to the State Track Meet and those that placed in individual and relay events.
  - 6.2. Administrative Reports
    - 6.2.1. Business Manager
    - 6.2.2. Elementary Principal
    - 6.2.3. Secondary Principal
  - 6.3. Mid Central Report
  - 6.4. CORE Cooperative Report
7. Approve Consent Agenda
  - 7.1. Approval and/or correction of the minutes from previous board meetings
  - 7.2. Approval of bills
  - 7.3. Approval and/or correction of the financial reports
  - 7.4. Policy
    - 7.4.1. Approve second reading of updated Title IX policy
  - 7.5. Open Enrollments
    - 7.5.1. Accept WW2022-18 through WW 2022-25
  - 7.6. Surplus
    - 7.6.1. 25 miscellaneous MS/HS novel sets, ceiling projector, welder
  - 7.7. Contracts for board approval
    - 7.7.1. Kathy Stevens and Julie Boomsma-co-HOSA advisors

- 7.7.2 Barry VanZee-HS Science (\$45,600-Base plus Master's Degree and 12 years experience) and Cross Country
- 7.7.3 Rechelle Roberts-Sideline Cheer
- 7.7.4 Josh McGillvrey-Head GBB
- 7.7.5 Baylee Enander-Summer School @ \$15/hr
- 7.7.6 Jaron Waters-Summer School @ \$15/hr
- 7.7.7 SDHSAA Run-off ballot
- 8. Action Items Pulled From the Consent Agenda
- 9. Action Items - New and Unfinished Business
  - 9.1 Set budget hearing
  - 9.2 ESSER funds for consulting firm
  - 9.3 Application for Waiver from an Administrative Rule
  - 9.4 Expetec contract
  - 9.5 Board Member Resignation/Replacement
  - 9.6 After School Program
  - 9.7 Lacey Zerfoss Contract
- 10. Executive Session (SD Codified Law 1-25-2)
- 11. Adjournment



Governing Board Meeting of CORE Educational Cooperative

Armour (21-1), Burke (26-2), Colome Consolidated (59-3), Corsica-Stickney (21-3) Gregory (26-4), Kimball (07-2), Mount Vernon (17-3), Plankinton (01-1), Platte-Geddes (11-5), Wessington Springs (36-2), White Lake (01-3), Wolsey-Wessington (02-6)

Core Educational Cooperative
10:00 am Board Meeting 6/10/2021

Join Zoom Meeting
https://us02web.zoom.us/j/86046477079?pwd=ZTUzZkpMMjl5WlBveE43dC9QaC9mQT09

Meeting ID: 860 4647 7079
Passcode: 782050
Phone: 1-312-626-6799

- 1. Call to Order/Attendance/Pledge of Allegiance
2. Public Forum
3. Additional Agenda Items
4. Approve Agenda

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 5. Approve minutes from May 7, 2021

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 6. Approve Financial Report

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 7. Approve Bills

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 8. Approve Other Payroll

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 9. Approve Disclosure of Potential Conflict of Interest per SDCL 3-23

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 10. Executive Session for Personnel per SDCL 1-25-2 (1) (Contracts)

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

Time In: \_\_\_\_\_ Declare Open Session: \_\_\_\_\_

- 11. Approve Contracts per SDCL 1-25-2 (1)

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 12. Approve School Contracts

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

13. Director's Report

14. Next Meeting June 29, 2021 - July Meeting July 8, 2021

15. Adjourn Meeting

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

**CORE Educational Cooperative  
Report of Cash Transactions  
May 31, 2021**

<b>Fund Totals:</b>	<b>As of 4/30/21</b>	<b>As of 5/31/21</b>
CORE Educational Cooperative:	\$ 489,257.45	\$ 502,455.64
DIAL Grant Writer:	\$ (538.25)	\$ (538.25)
DIAL Virtual School:	\$ 1,022,455.91	\$ 957,659.48
	<u>\$ 1,511,175.11</u>	<u>\$ 1,459,576.87</u>
<b>Beginning Balance of First Fidelity Bank as of 5/1/2021:</b>		<b>\$ 1,193,681.98</b>
<b>Receipts:</b>		
Fund 10 (General Fund)		\$ 400.00
Fund 12 (Grant Writer)		\$ 538.25
Fund 22 (Special Ed)		\$ 170,442.68
Fund 22 (CORE Bank Account Interest 0.03%)		\$ 30.02
Fund 53 (Virtual School)		\$ 235,278.93
<b>Total Receipts:</b>		<u>\$ 406,689.88</u>
<b>Expenditures:</b>		
Fund 10 (General Fund)		\$ 1,331.31
Fund 12 (Grant Writer)		\$ -
Fund 22 (Special Ed)		\$ 5,920.89
Fund 53 (Virtual School)		\$ 76,274.01
<b>Total Expenditures:</b>		<u>\$ 83,526.21</u>
<b>Automatic Withdraw:</b>		
Move into CD		\$ 215,199.16
<b>Automatic Withdraw:</b> ACH Monthly Payment (Fund 22)		\$ 10.00
<b>Total Automatic Withdraw:</b>		<u>\$ 10.00</u>
<b>Payroll:</b>		
Fund 10 (General Fund)		\$ 5,743.74
Fund 12 (Grant Writer)		\$ 538.25
Fund 22 (Special Ed)		\$ 144,668.57
Fund 53 (Virtual School)		\$ 9,931.99
<b>Total Payroll:</b>		<u>\$ 160,882.55</u>
<b>Ending Balance of First Fidelity Bank as of 5/31/2021</b>		<u>\$ 1,140,753.94</u>
<b>Beginning Balance of CD in First Fidelity Bank as of 5/1/2021 (Fund 10)</b>		\$ 51,674.91
<b>Interest:</b> Fund 10 (General Fund) - 18 months (Matures 8/22/22) 0.55%		\$ -
<b>Ending Balance of CD in First Fidelity Bank as of 5/31/2021</b>		<u>\$ 51,674.91</u>
<b>Beginning Balance of CD in BankWest - Geddes as of 5/1/2021 (Fund 10)</b>		\$ 51,948.86
<b>Interest:</b> Fund 10 (General Fund) - 12 Month (Matures 9/13/21) 0.45%		\$ -
<b>Ending Balance of CD in BankWest - Geddes as of 5/31/2020</b>		<u>\$ 51,948.86</u>
<b>Beginning Balance of CD in First Fidelity Bank as of 5/1/2021 (Fund 53)</b>		\$ 213,869.36
<b>Interest:</b> Fund 53 (Virtual School) - 18 months (Matures 11/17/22) 0.55%		\$ 1,329.80
<b>Ending Balance of CD in First Fidelity Bank as of 5/31/2021</b>		<u>\$ 215,199.16</u>
<b>Ending Balance as of 5/31/2021</b>		<u>\$ 1,459,576.87</u>



**Fund: 10 GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
10 1510 000	INTEREST ON INVESTMENTS	0.00	0.00	832.61	0.00	(832.61)
10 1910 000	RENTALS	4,800.00	400.00	4,800.00	100.00	0.00
10 1931 000	GAIN ON SALE OF CAPITAL ASSETS	0.00	0.00	5,121.00	0.00	(5,121.00)
10 1990 000	OTHER	7,650.00	0.00	934.00	12.21	6,716.00
10 1990 016	CHARGES FOR VIRTUAL SCHOOL SERVICES	20,000.00	0.00	0.00	0.00	20,000.00
Subtotal: REVENUE FROM LOCAL SOURCES		32,450.00	400.00	11,687.61	36.02	20,762.39
10 3900 000	OTHER STATE REVENUE	81,050.00	0.00	55,224.00	68.14	25,826.00
Subtotal: REVENUE FROM STATE SOURCES		81,050.00	0.00	55,224.00	68.14	25,826.00
Fund Total:		113,500.00	400.00	66,911.61	58.95	46,588.39

**Fund: 12 GRANT WRITER FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
12 1990 016	OTHER	12,700.00	538.25	538.25	4.24	12,161.75
Subtotal: REVENUE FROM LOCAL SOURCES		12,700.00	538.25	538.25	4.24	12,161.75
Fund Total:		12,700.00	538.25	538.25	4.24	12,161.75

**Fund: 22 SPECIAL EDUCATION FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
22 1510 000	INVESTMENT EARNINGS	0.00	30.02	257.42	0.00	(257.42)
22 1941 004	ARMOUR SCHOOL ASSESSMENT	105,302.28	8,775.19	96,527.09	91.67	8,775.19
22 1941 005	BURKE SCHOOL ASSESSMENT	139,047.37	11,587.28	127,460.08	91.67	11,587.29
22 1941 006	COLOME SCHOOL ASSESSMENT	127,799.00	10,649.92	117,149.12	91.67	10,649.88
22 1941 007	CORSICA-STICKNEY SCHOOL ASSESSMENT	116,550.64	9,712.55	106,838.05	91.67	9,712.59
22 1941 008	GREGORY SCHOOL ASSESSMENT	186,852.91	15,571.08	171,281.88	91.67	15,571.03
22 1941 009	KIMBALL SCHOOL ASSESSMENT	150,295.74	12,524.64	137,771.04	91.67	12,524.70
22 1941 010	MT. VERNON SCHOOL ASSESSMENT	147,483.64	12,290.30	135,193.30	91.67	12,290.34
22 1941 011	PLANKINTON SCHOOL ASSESSMENT	195,289.20	16,274.10	179,015.10	91.67	16,274.10
22 1941 012	PLATTE-GEDDES SCHOOL ASSESSMENT	195,289.20	16,274.10	179,015.10	91.67	16,274.10
22 1941 013	WESSINGTON SPRINGS SCHOOL ASSESSMENT	144,671.55	12,055.96	132,615.56	91.67	12,055.99
22 1941 014	WHITE LAKE SCHOOL ASSESSMENT	74,369.28	6,197.44	68,171.84	91.67	6,197.44
22 1941 015	WOLSEY-WESSINGTON SCHOOL ASSESSMENT	214,973.82	17,914.49	197,059.39	91.67	17,914.43
22 1941 018	EXTENDED SCHOOL YEAR SERVICES	9,500.00	0.00	0.00	0.00	9,500.00
22 1943 000	SERVICES PROVIDED TO NON-MEMBER DISTRICT	59,000.00	9,683.55	64,131.63	108.70	(5,131.63)
22 1990 000	OTHER	0.00	0.00	5,042.21	0.00	(5,042.21)
Subtotal: REVENUE FROM LOCAL SOURCES		1,866,424.63	159,540.62	1,717,528.81	92.02	148,895.82
22 3900 000	OTHER STATE REVENUE	13,195.00	0.00	0.00	0.00	13,195.00
Subtotal: REVENUE FROM STATE SOURCES		13,195.00	0.00	0.00	0.00	13,195.00
22 4129 021	UNRESTRICTED FEDERAL STATE GRANT-CRF	17,525.00	0.00	17,525.00	100.00	0.00
22 4187 000	SPECIAL ED - INFANTS/TODDLERS	20,000.00	1,145.76	20,139.46	100.70	(139.46)
22 4187 017	REVENUE FROM STATE FOR BIRTH TO 3	101,527.43	0.00	69,920.27	68.87	31,607.16
22 4187 019	ENGAGING FAMILY TRAINER CONTRACT	71,387.18	9,786.32	52,353.58	73.34	19,033.60
Subtotal: REVENUE FROM FEDERAL SOURCES		210,439.61	10,932.08	159,938.31	76.00	50,501.30
Fund Total:		2,090,059.24	170,472.70	1,877,467.12	89.83	212,592.12

**Fund: 53 DIAL VIRTUAL SCHOOL**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
53 1311 201	TUITION FROM PUPILS OR PARENTS- EDGENUITY	0.00	6,017.53	22,927.88	0.00	(22,927.88)
53 1311 202	TUITION FROM PUPILS OR PARENTS- BLACKBOARD	0.00	2,187.24	12,086.73	0.00	(12,086.73)
53 1312 201	EDGENUITY TUITION FROM SCHOOLS	360,000.00	11,560.00	475,645.00	132.12	(115,645.00)
53 1312 202	BLACKBOARD TUITION FROM SCHOOLS	140,000.00	315.00	204,440.00	146.03	(64,440.00)

Fund: 53 DIAL VIRTUAL SCHOOL

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
53 1510 000	INVESTMENT EARNINGS	0.00	1,329.80	5,401.21	0.00	(5,401.21)
53 1990 000	OTHER	0.00	0.00	120.00	0.00	(120.00)
Subtotal: REVENUE FROM LOCAL SOURCES		500,000.00	21,409.57	720,620.82	144.12	(220,620.82)
Fund Total:		500,000.00	21,409.57	720,620.82	144.12	(220,620.82)
		<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:		2,716,259.24	192,820.52	2,665,537.80	98.13	50,721.44

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
10	GENERAL FUND						
2227	TECHNOLOGY IN SCHOOL						
10 2227	000 473	1,285.00	0.00	1,284.72	99.98	0.28	0.28
000	COOP WIDE	1,285.00	0.00	1,284.72	99.98	0.28	0.28
2227	TECHNOLOGY IN SCHOOL	1,285.00	0.00	1,284.72	99.98	0.28	0.28
2229	OTHER EDUCATIONAL MEDIA SERVICES						
10 2229	000 471	1,215.00	0.00	0.00	0.00	1,215.00	1,215.00
000	COOP WIDE	1,215.00	0.00	0.00	0.00	1,215.00	1,215.00
2229	OTHER EDUCATIONAL MEDIA SERVICES	1,215.00	0.00	0.00	0.00	1,215.00	1,215.00
2535	BUILDING ACQUISITION, CONSTRUCT & IMPROV						
10 2535	000 520	6,000.00	500.00	6,000.00	100.00	0.00	0.00
000	COOP WIDE	6,000.00	500.00	6,000.00	100.00	0.00	0.00
2535	BUILDING ACQUISITION, CONSTRUCT & IMPROV	6,000.00	500.00	6,000.00	100.00	0.00	0.00
2545	VEHICLE SERVICING & MAINTANCE						
10 2545	000 550	24,000.00	0.00	23,601.00	98.34	399.00	399.00
000	COOP WIDE	24,000.00	0.00	23,601.00	98.34	399.00	399.00
2545	VEHICLE SERVICING & MAINTANCE	24,000.00	0.00	23,601.00	98.34	399.00	399.00
2623	EVALUATION SERVICES						
10 2623	000 111	54,600.00	4,550.00	50,050.00	91.67	4,550.00	4,550.00
10 2623	000 111 021	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
10 2623	000 210	4,200.00	222.84	2,527.74	60.18	1,672.26	1,672.26
10 2623	000 220	3,300.00	270.90	2,979.90	90.30	320.10	320.10
10 2623	000 230	8,400.00	700.00	7,700.00	91.67	700.00	700.00
10 2623	000 240	200.00	0.00	149.04	74.52	50.96	50.96
10 2623	000 319	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
10 2623	000 334	5,000.00	504.48	1,180.56	23.61	3,819.44	3,819.44
10 2623	000 340	300.00	0.00	150.00	50.00	150.00	150.00
10 2623	000 411	500.00	163.28	163.28	32.66	336.72	336.72
10 2623	000 413	3,000.00	163.55	860.10	28.67	2,139.90	2,139.90
10 2623	000 640	500.00	0.00	255.00	51.00	245.00	245.00
000	COOP WIDE	81,000.00	6,575.05	67,015.62	82.74	13,984.38	13,984.38
2623	EVALUATION SERVICES	81,000.00	6,575.05	67,015.62	82.74	13,984.38	13,984.38
10	GENERAL FUND	113,500.00	7,075.05	97,901.34	86.26	15,598.66	15,598.66

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
12	GRANT WRITER FUND						
2226	VIRTUAL SCHOOL FACILITIES/SUPPORT STAFF						
12 2226 000 111	GRANT WRITER SALARY	10,000.00	500.00	1,000.00	10.00	9,000.00	9,000.00
12 2226 000 210	GRANT WRITER SS/MEDICARE	700.00	38.25	76.50	10.93	623.50	623.50
12 2226 000 334	TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
12 2226 000 640	DUES AND FEES	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
000	COOP WIDE	12,700.00	538.25	1,076.50	8.48	11,623.50	11,623.50
2226	VIRTUAL SCHOOL FACILITIES/SUPPORT STAFF	12,700.00	538.25	1,076.50	8.48	11,623.50	11,623.50
12	GRANT WRITER FUND	12,700.00	538.25	1,076.50	8.48	11,623.50	11,623.50

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
22	SPECIAL EDUCATION FUND						
2126	PLACEMENT SERVICES						
22 2126 000 111	EDUCATION EVALUATOR SALARY -CRF	50,400.00	4,197.38	46,171.18	91.61	4,228.82	4,228.82
22 2126 000 111 021	EDUCATION EVALUATOR SALARY -CRF	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
22 2126 000 120	ED EVAL SUBSTITUTE SALARY	0.00	0.00	1,348.75	0.00	(1,348.75)	(1,348.75)
22 2126 000 210	SOCIAL SECURITY	4,000.00	308.12	3,691.88	89.23	431.00	431.00
22 2126 000 220	EMPLOYEES' RETIREMENT SYSTEM	3,100.00	248.24	2,730.64	88.09	369.36	369.36
22 2126 000 230	GROUP HEALTH, LIFE, DENTAL INS	8,400.00	700.00	7,700.00	91.67	700.00	700.00
22 2126 000 240	WORKER'S COMPENSATION INSURANCE	200.00	0.00	149.04	74.52	50.96	50.96
22 2126 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
22 2126 000 334	TRAVEL	1,000.00	0.00	343.14	34.31	656.86	656.86
22 2126 000 340	COMMUNICATION	300.00	0.00	150.00	50.00	150.00	150.00
22 2126 000 411	SUPPLIES	1,000.00	0.00	218.20	21.82	781.80	781.80
22 2126 000 413	FUEL CHARGES	2,500.00	229.32	1,947.96	77.92	552.04	552.04
22 2126 000 640	DUES AND FEES	500.00	0.00	0.00	0.00	500.00	500.00
000	COOP WIDE	71,900.00	5,683.06	65,327.91	90.86	6,572.09	6,572.09
2126	PLACEMENT SERVICES	71,900.00	5,683.06	65,327.91	90.86	6,572.09	6,572.09
2149	PSYCHOLOGICAL SERVICES						
22 2149 000 111	PSYCHOLOGISTS SALARY	280,500.00	23,367.56	257,043.16	91.64	23,456.84	23,456.84
22 2149 000 111 021	SCHOOL PSYCHOLOGIST SALARY- CRF	0.00	0.00	4,400.00	0.00	(4,400.00)	(4,400.00)
22 2149 000 119	ESY SERVICES	1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
22 2149 000 210	SOCIAL SECURITY	22,000.00	1,580.26	17,115.95	80.53	4,284.05	4,284.05
22 2149 000 220	EMPLOYEES' RETIREMENT SYSTEM	15,500.00	1,241.94	13,661.34	88.14	1,838.66	1,838.66
22 2149 000 230	GROUP HEALTH, LIFE, DENTAL INS	25,200.00	2,100.00	23,100.00	91.67	2,100.00	2,100.00
22 2149 000 240	WORKER'S COMPENSATION INSURANCE	1,000.00	0.00	745.04	74.50	254.96	254.96
22 2149 000 319	OTHER PROFESSIONAL & TECH SERVICES	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
22 2149 000 334	TRAVEL	1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
22 2149 000 340	COMMUNICATION	1,500.00	0.00	750.00	50.00	750.00	750.00
22 2149 000 350	PUBLISHING/ADVERTISING	1,000.00	0.00	1,073.00	107.30	(73.00)	(73.00)
22 2149 000 411	SUPPLIES	5,000.00	75.99	1,583.19	31.66	3,416.81	3,416.81
22 2149 000 413	FUEL CHARGES	7,000.00	725.25	4,397.05	62.82	2,602.95	2,602.95
22 2149 000 640	DUES AND FEES	2,000.00	0.00	985.00	49.25	1,015.00	1,015.00
000	COOP WIDE	364,700.00	29,091.00	325,453.73	89.24	39,246.27	39,246.27
2149	PSYCHOLOGICAL SERVICES	364,700.00	29,091.00	325,453.73	89.24	39,246.27	39,246.27
2159	SPEECH PATHOLOGY SERVICE						
22 2159 000 111	SPEECH THERAPIST SALARY	501,000.00	45,135.36	496,488.96	99.10	4,511.04	4,511.04
22 2159 000 111 021	SPEECH THERAPIST SALARY - CRF	8,458.79	0.00	9,800.00	115.86	(1,341.21)	(1,341.21)
22 2159 000 119	ESY SERVICES	7,000.00	0.00	4,524.38	64.63	2,475.62	2,475.62
22 2159 000 120	SUBSTITUTE SALARY	3,000.00	0.00	0.00	0.00	3,000.00	3,000.00
22 2159 000 190	WOLSEY WESSINGTON SPEECH	83,200.00	0.00	40,764.46	49.00	42,435.54	42,435.54
22 2159 000 210	SOCIAL SECURITY	43,000.00	2,930.81	33,332.27	77.52	9,667.73	9,667.73
22 2159 000 220	EMPLOYEES' RETIREMENT SYSTEM	34,000.00	2,642.04	29,423.52	86.54	4,576.48	4,576.48
22 2159 000 230	GROUP HEALTH, LIFE, DENTAL INS	73,000.00	6,032.48	66,446.64	91.02	6,553.36	6,553.36
22 2159 000 240	WORKER'S COMPENSATION INSURANCE	1,936.00	0.00	1,490.40	76.98	445.60	445.60
22 2159 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
22 2159 000 334	TRAVEL	1,500.00	267.12	889.98	59.33	610.02	610.02
22 2159 000 340	COMMUNICATION	3,000.00	0.00	1,350.00	45.00	1,650.00	1,650.00
22 2159 000 350	PUBLISHING/ADVERTISING	1,000.00	0.00	1,310.37	131.04	(310.37)	(310.37)
22 2159 000 411	SUPPLIES	2,500.00	0.00	2,333.57	93.34	166.43	166.43
22 2159 000 411 021	SUPPLIES - CRF	723.90	0.00	723.90	100.00	0.00	0.00
22 2159 000 413	FUEL CHARGES	12,000.00	1,271.51	10,451.44	87.10	1,548.56	1,548.56

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
			Month	Date			
22 2159 000 640	DUES AND FEES	3,000.00	662.00	2,703.89	90.13	296.11	296.11
000 COOP WIDE		778,818.69	58,941.32	702,033.78	90.14	76,784.91	76,784.91
2159 SPEECH PATHOLOGY SERVICE		778,818.69	58,941.32	702,033.78	90.14	76,784.91	76,784.91
2171 PHYSICAL THERAPY		86,650.00	7,219.49	79,414.39	91.65	7,235.61	7,235.61
22 2171 000 111	PHYSICAL THERAPIST SALARY	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
22 2171 000 111 021	PHYSICAL THERAPY SALARY - CRF	0.00	0.00	5,458.58	82.08	1,191.42	1,191.42
22 2171 000 210	SOCIAL SECURITY	6,650.00	489.28	5,458.58	426.57	507.73	507.73
22 2171 000 220	EMPLOYEES' RETIREMENT SYSTEM	5,000.00	426.57	4,692.27	90.24	700.00	700.00
22 2171 000 230	GROUP HEALTH, LIFE, DENTAL INS	8,400.00	700.00	7,700.00	91.67	50.96	50.96
22 2171 000 240	WORKER'S COMPENSATION INSURANCE	200.00	0.00	149.04	74.52	50.96	50.96
22 2171 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
22 2171 000 334	TRAVEL	500.00	0.00	0.00	0.00	500.00	500.00
22 2171 000 340	COMMUNICATION	800.00	40.01	587.76	73.47	212.24	212.24
22 2171 000 411	SUPPLIES	500.00	0.00	0.00	0.00	500.00	500.00
22 2171 000 413	FUEL CHARGES	3,500.00	238.53	1,957.01	55.91	1,542.99	1,542.99
22 2171 000 640	DUES AND FEES	500.00	0.00	461.99	92.40	38.01	38.01
000 COOP WIDE		113,400.00	9,113.88	101,421.04	89.44	11,978.96	11,978.96
2171 PHYSICAL THERAPY		113,400.00	9,113.88	101,421.04	89.44	11,978.96	11,978.96
2172 OCCUPATIONAL THERAPY		129,000.00	10,726.63	117,992.93	91.47	11,007.07	11,007.07
22 2172 000 111	OCCUPATIONAL THERAPIST SALARY	0.00	0.00	2,000.00	60.69	1,295.36	1,295.36
22 2172 000 111 021	OCCUPATIONAL THERAPY SALARY - CRF	0.00	0.00	0.00	0.00	0.00	0.00
22 2172 000 119	ESY SERVICES	5,000.00	0.00	1,093.05	21.86	3,906.95	3,906.95
22 2172 000 120	OT SUBSTITUTE SALARY	3,000.00	554.63	1,500.76	50.03	1,499.24	1,499.24
22 2172 000 210	SOCIAL SECURITY	10,100.00	735.20	7,971.90	78.93	2,128.10	2,128.10
22 2172 000 220	EMPLOYEES' RETIREMENT SYSTEM	8,000.00	611.50	6,792.09	84.90	1,207.91	1,207.91
22 2172 000 230	GROUP HEALTH, LIFE, DENTAL INS	16,800.00	1,400.00	15,400.00	91.67	1,400.00	1,400.00
22 2172 000 240	WORKER'S COMPENSATION INSURANCE	400.00	0.00	298.08	74.52	101.92	101.92
22 2172 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
22 2172 000 334	TRAVEL	800.00	60.90	165.06	20.63	634.94	634.94
22 2172 000 340	COMMUNICATION	600.00	0.00	300.00	50.00	300.00	300.00
22 2172 000 411	SUPPLIES	800.00	0.00	122.80	15.35	677.20	677.20
22 2172 000 413	FUEL CHARGES	5,000.00	272.97	2,923.60	58.47	2,076.40	2,076.40
22 2172 000 640	DUES AND FEES	1,000.00	0.00	669.89	66.99	330.11	330.11
000 COOP WIDE		184,295.36	14,361.83	157,230.16	85.31	27,065.20	27,065.20
2172 OCCUPATIONAL THERAPY		184,295.36	14,361.83	157,230.16	85.31	27,065.20	27,065.20
2213 INSTRUCT STAFF TRAINING SERV		8,000.00	0.00	0.00	0.00	8,000.00	8,000.00
22 2213 000 319	PROFESSIONAL DEVELOPMENT FOR STAFF	0.00	0.00	0.00	0.00	0.00	0.00
22 2213 000 411	SUPPLIES	2,500.00	0.00	1,204.50	48.18	1,295.50	1,295.50
22 2213 000 640	DUES AND FEES	8,000.00	0.00	3,125.00	39.06	4,875.00	4,875.00
000 COOP WIDE		18,500.00	0.00	4,329.50	23.40	14,170.50	14,170.50
2213 INSTRUCT STAFF TRAINING SERV		18,500.00	0.00	4,329.50	23.40	14,170.50	14,170.50
2227 TECHNOLOGY IN SCHOOL		7,000.00	553.75	6,005.00	85.79	995.00	995.00
22 2227 000 319	TECHNOLOGY SUPPORT	7,000.00	553.75	6,005.00	85.79	995.00	995.00
000 COOP WIDE		7,000.00	553.75	6,005.00	85.79	995.00	995.00
2227 TECHNOLOGY IN SCHOOL		7,000.00	553.75	6,005.00	85.79	995.00	995.00
2315 LEGAL SERVICES		5,000.00	0.00	354.39	7.09	4,645.61	4,645.61
22 2315 000 319	LEGAL SERVICES	5,000.00	0.00	354.39	7.09	4,645.61	4,645.61
000 COOP WIDE		5,000.00	0.00	354.39	7.09	4,645.61	4,645.61

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
2315	LEGAL SERVICES	5,000.00	0.00	354.39	7.09	4,645.61	4,645.61
2317	AUDIT SERVICES	8,100.00	0.00	8,100.00	100.00	0.00	0.00
000	COOP WIDE	8,100.00	0.00	8,100.00	100.00	0.00	0.00
2317	AUDIT SERVICES	8,100.00	0.00	8,100.00	100.00	0.00	0.00
2319	BOARD OF DIRECTOR SERVICES	8,000.00	0.00	5,680.00	71.00	2,320.00	2,320.00
22 2319 000 113	BOARD SERVICES	800.00	0.00	434.54	54.32	365.46	365.46
22 2319 000 210	SOCIAL SECURITY	800.00	0.00	0.00	0.00	800.00	800.00
22 2319 000 319	OTHER PROFESSIONAL & TECH SERVICES	4,000.00	0.00	1,455.72	36.39	2,544.28	2,544.28
22 2319 000 334	TRAVEL	5,500.00	0.00	1,575.79	28.65	3,924.21	3,924.21
22 2319 000 350	PUBLISHING/ADVERTISING	224.22	224.22	2,172.22	72.41	827.78	827.78
22 2319 000 411	SUPPLIES	3,036.75	0.00	4,838.75	159.34	(1,802.00)	(1,802.00)
22 2319 000 411 021	SUPPLIES - CRF	40,000.00	0.00	36,728.00	91.82	3,272.00	3,272.00
22 2319 000 550	VEHICLES (LICENSED)	1,500.00	0.00	1,599.00	103.93	(99.00)	(99.00)
22 2319 000 640	DUES AND FEES	15,000.00	0.00	11,387.00	75.91	3,613.00	3,613.00
22 2319 000 651	PROPERTY, LIABILITY & FIDELITY INSURANCE	81,636.75	224.22	65,831.02	80.64	15,805.73	15,805.73
000	COOP WIDE	81,636.75	224.22	65,831.02	80.64	15,805.73	15,805.73
2319	BOARD OF DIRECTOR SERVICES	18,200.00	1,417.50	14,642.25	80.45	3,557.75	3,557.75
2321	OFFICE ASSISTANT	0.00	0.00	625.00	0.00	(625.00)	(625.00)
22 2321 000 113	OFFICE ASSISTANT SALARY - CRF	1,400.00	108.44	1,167.93	83.42	232.07	232.07
22 2321 000 210	SOCIAL SECURITY	1,100.00	85.05	878.54	79.87	221.46	221.46
22 2321 000 220	EMPLOYEES' RETIREMENT SYSTEM	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00
22 2321 000 230	GROUP HEALTH, LIFE, DENTAL INS	200.00	0.00	149.04	74.52	50.96	50.96
22 2321 000 240	WORKER'S COMPENSATION INSURANCE	500.00	0.00	58.23	11.65	441.75	441.75
22 2321 000 411	SUPPLIES	27,650.00	1,610.99	18,239.01	65.96	282.00	282.00
22 2321 000 541	COMPUTER EQUIPMENT	27,650.00	1,610.99	18,239.01	65.96	282.00	282.00
000	COOP WIDE	27,650.00	1,610.99	18,239.01	65.96	282.00	282.00
2321	OFFICE ASSISTANT	95,000.00	7,916.67	87,083.37	91.67	7,916.63	7,916.63
2329	DIRECTOR SERVICES	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
22 2329 000 113	DIRECTORS SALARY	7,500.00	593.50	6,605.00	88.07	895.00	895.00
22 2329 000 210	SOCIAL SECURITY	5,700.00	466.00	5,126.00	89.93	574.00	574.00
22 2329 000 220	EMPLOYEES' RETIREMENT SYSTEM	10,500.00	871.24	9,583.64	91.27	916.36	916.36
22 2329 000 230	GROUP HEALTH, LIFE, DENTAL INS	200.00	0.00	149.04	74.52	50.96	50.96
22 2329 000 240	WORKER'S COMPENSATION INSURANCE	3,000.00	0.00	0.00	0.00	3,000.00	3,000.00
22 2329 000 319	OTHER PROFESSIONAL & TECH SERVICES	2,000.00	262.88	761.10	38.06	1,238.90	1,238.90
22 2329 000 334	ADMINISTRATIVE TRAVEL	300.00	0.00	150.00	50.00	150.00	150.00
22 2329 000 340	COMMUNICATION	1,500.00	44.14	1,081.16	72.08	418.84	418.84
22 2329 000 411	SUPPLIES	3,000.00	68.01	1,118.74	37.29	1,881.26	1,881.26
22 2329 000 413	FUEL CHARGES	2,000.00	0.00	1,974.80	98.74	25.20	25.20
22 2329 000 640	DUES AND FEES	130,700.00	10,222.44	114,632.85	87.71	16,067.15	16,067.15
000	COOP WIDE	130,700.00	10,222.44	114,632.85	87.71	16,067.15	16,067.15
2329	DIRECTOR SERVICES	45,000.00	3,750.00	41,250.00	91.67	3,750.00	3,750.00
2529	FISCAL SERVICES	1,224.80	0.00	1,000.00	81.65	224.80	224.80
22 2529 000 113	BUSINESS MANAGER SALARY	3,200.00	277.94	3,128.57	97.77	71.43	71.43
22 2529 000 210	BUSINESS MANAGER SALARY-CRF	2,700.00	222.90	2,451.90	90.81	248.10	248.10
22 2529 000 220	SOCIAL SECURITY	2,700.00	222.90	2,451.90	90.81	248.10	248.10
22 2529 000 230	EMPLOYEES' RETIREMENT SYSTEM						

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
22 2529 000 230	GROUP HEALTH, LIFE, DENTAL INS	20,400.00	1,700.00	18,202.39	89.23	2,197.61	2,197.61
22 2529 000 240	WORKER'S COMPENSATION INSURANCE	200.00	0.00	149.04	74.52	50.96	50.96
22 2529 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
22 2529 000 334	TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
22 2529 000 340	COMMUNICATION	300.00	0.00	150.00	50.00	150.00	150.00
22 2529 000 341	POSTAGE	1,000.00	0.00	551.00	55.10	449.00	449.00
22 2529 000 411	SUPPLIES	6,500.00	0.00	6,036.32	92.87	463.68	463.68
22 2529 000 413	FUEL CHARGES	500.00	0.00	0.00	0.00	500.00	500.00
22 2529 000 640	DUES AND FEES	800.00	10.00	565.00	70.63	235.00	235.00
000 COOP WIDE		83,324.80	5,960.84	73,484.22	88.19	9,840.58	9,840.58
2529 FISCAL SERVICES		83,324.80	5,960.84	73,484.22	88.19	9,840.58	9,840.58
2549 OTHER OPERATION/MAINT OF PLANT							
22 2549 000 321 001	OFFICE ELECTRICITY	2,800.00	230.00	2,530.00	90.36	270.00	270.00
22 2549 000 340	WATER/SEWER	1,000.00	86.94	873.37	87.34	126.63	126.63
22 2549 000 321 002	OFFICE PROPANE	1,800.00	74.36	1,303.25	72.40	496.75	496.75
22 2549 000 323	REPAIRS AND MAINTENANCE SERVICES	10,000.00	0.00	9,770.08	97.70	229.92	229.92
22 2549 000 325	RENTALS	500.00	0.00	1,320.00	264.00	(820.00)	(820.00)
22 2549 000 340	COMMUNICATION	4,500.00	349.57	3,732.53	82.95	767.47	767.47
22 2549 000 411	SUPPLIES	2,000.00	95.22	1,242.83	62.14	757.17	757.17
22 2549 000 411 021	SUPPLIES - CRF	785.40	0.00	797.31	101.52	(11.91)	(11.91)
22 2549 000 413	FUEL CHARGES	1,000.00	0.00	68.00	6.80	932.00	932.00
000 COOP WIDE		24,385.40	836.09	21,637.37	88.73	2,748.03	2,748.03
2549 OTHER OPERATION/MAINT OF PLANT		24,385.40	836.09	21,637.37	88.73	2,748.03	2,748.03
2765 EARLY INTERVENTION (AGE 0-2)							
22 2765 000 111	BIRTH TO 3 SALARY	74,250.00	6,304.17	67,945.87	91.51	6,304.13	6,304.13
22 2765 000 111 021	BIRTH TO THREE SALARY - CRF	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
22 2765 000 210	SOCIAL SECURITY	5,680.13	432.52	4,734.88	83.36	945.25	945.25
22 2765 000 220	EMPLOYEES' RETIREMENT SYSTEM	4,455.00	370.29	3,989.57	89.55	465.43	465.43
22 2765 000 230	GROUP HEALTH, LIFE, DENTAL INS	4,578.00	316.52	3,392.36	74.10	1,185.64	1,185.64
22 2765 000 240	WORKER'S COMPENSATION INSURANCE	300.00	0.00	223.56	74.52	76.44	76.44
22 2765 000 319	OTHER PROFESSIONAL SERVICES	500.00	0.00	300.00	60.00	200.00	200.00
22 2765 000 334	TRAVEL	7,500.00	115.12	698.30	9.31	6,801.70	6,801.70
22 2765 000 411	SUPPLIES	1,307.30	33.98	350.43	26.81	956.87	956.87
000 COOP WIDE		98,570.43	7,572.60	82,634.97	83.83	15,935.46	15,935.46
22 2765 019 111	BIRTH TO 3 ENGAGING FAMILIES TRAINER SAL	51,294.81	5,274.57	48,020.27	93.62	3,274.54	3,274.54
22 2765 019 111 021	ENGAGING FAMILIES TRAINER SALARY - CRF	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
22 2765 019 210	SOCIAL SECURITY	4,000.00	326.93	2,907.83	72.70	1,092.17	1,092.17
22 2765 019 220	EMPLOYEES' RETIREMENT SYSTEM	3,100.00	314.94	2,864.34	92.40	235.66	235.66
22 2765 019 230	GROUP HEALTH, LIFE, DENTAL INS	6,132.00	511.00	5,621.00	91.67	511.00	511.00
22 2765 019 240	WORKER'S COMPENSATION INSURANCE	144.00	0.00	74.60	51.81	69.40	69.40
22 2765 019 334	TRAVEL	750.00	0.00	0.00	0.00	750.00	750.00
22 2765 019 340	COMMUNICATION	300.00	0.00	150.00	50.00	150.00	150.00
22 2765 019 411	SUPPLIES	2,550.00	0.00	2,038.00	79.92	512.00	512.00
22 2765 019 413	FUEL CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
019 BIRTH TO 3 ENGAGING FAMILIES TRAINER		69,270.81	6,427.44	62,676.04	90.48	6,594.77	6,594.77
2765 EARLY INTERVENTION (AGE 0-2)		167,841.24	14,000.04	145,311.01	86.58	22,530.23	22,530.23
7000 CONTINGENCIES							
22 7000 000 740	CONTINGENCY ACCOUNT	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00
000 COOP WIDE		20,000.00	0.00	0.00	0.00	20,000.00	20,000.00

Expenditure Report by Function

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
7000	CONTINGENCIES	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00
22	SPECIAL EDUCATION FUND	2,087,252.24	150,599.46	1,809,390.99	86.69	277,861.25	277,861.25

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	Unencumbered Balance
53	DIAL VIRTUAL SCHOOL						
2226	VIRTUAL SCHOOL FACILITIES/SUPPORT STAFF						
53 2226 000 111	DIAL VIRTUAL SCHOOL DIRECTOR SALARY	59,500.00	4,954.00	54,494.00	91.59	5,006.00	5,006.00
53 2226 000 114 021	VIRTUAL SCHOOL SALARY - CRF	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
53 2226 000 114	VIRTUAL SCHOOL SUPPORT STAFF SALARY	38,500.00	3,187.06	35,057.66	91.06	3,442.34	3,442.34
53 2226 000 114 021	VS SUPPORT STAFF SALARY - CRF	0.00	0.00	1,000.00	0.00	(1,000.00)	(1,000.00)
53 2226 000 210	SOCIAL SECURITY	7,500.00	604.57	6,803.27	90.71	696.73	696.73
53 2226 000 220	EMPLOYEES' RETIREMENT SYSTEM	6,000.00	486.36	5,349.96	89.17	650.04	650.04
53 2226 000 230	GROUP HEALTH, LIFE, DENTAL INS	16,800.00	700.00	7,700.00	45.83	9,100.00	9,100.00
53 2226 000 240	WORKER'S COMPENSATION INSURANCE	400.00	0.00	298.08	74.52	101.92	101.92
53 2226 000 313	SERVICES PURCHASED FROM A COOP	40,000.00	0.00	0.00	0.00	40,000.00	40,000.00
53 2226 000 315	REGISTRATION FEES	2,000.00	0.00	0.00	0.00	2,000.00	2,000.00
53 2226 000 319	OTHER PROFESSIONAL & TECH SERVICES	500.00	0.00	0.00	0.00	500.00	500.00
53 2226 000 319 201	EDGENUITY TEACHER PAYMENTS	95,000.00	10,700.00	97,400.00	102.53	(2,400.00)	(2,400.00)
53 2226 000 319 202	BLACKBOARD TEACHER PAYMENTS	120,000.00	65,522.50	157,781.20	131.48	(37,781.20)	(37,781.20)
53 2226 000 319 203	OTHER TEACHER PAYMENTS	3,000.00	0.00	0.00	0.00	3,000.00	3,000.00
53 2226 000 334	TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
53 2226 000 340	COMMUNICATION	1,000.00	51.51	807.75	80.78	192.25	192.25
53 2226 000 341	POSTAGE	1,000.00	0.00	978.43	97.84	21.57	21.57
53 2226 000 411	SUPPLIES	1,000.00	0.00	761.62	76.16	238.38	238.38
53 2226 000 411 201	EDGENUITY SUPPLIES	80,000.00	0.00	25,000.00	31.25	55,000.00	55,000.00
53 2226 000 411 202	BLACKBOARD SUPPLIES	15,000.00	0.00	11,451.47	76.34	3,548.53	3,548.53
53 2226 000 413	FUEL CHARGES	500.00	0.00	0.00	0.00	500.00	500.00
53 2226 000 541	COMPUTER EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
53 2226 000 640	DOES AND FEES	500.00	0.00	212.00	42.40	288.00	288.00
000	COOP WIDE	490,200.00	86,206.00	406,095.44	82.84	84,104.56	84,104.56
2226	VIRTUAL SCHOOL FACILITIES/SUPPORT STAFF	490,200.00	86,206.00	406,095.44	82.84	84,104.56	84,104.56
53	DIAL VIRTUAL SCHOOL	490,200.00	86,206.00	406,095.44	82.84	84,104.56	84,104.56

**CORE Educational Cooperative**

**Payroll**

**May 20, 2021**

**Other Payroll:**

Bright Beginnings Stipend - Laura Bergeleen	\$	1,000.00
Occupational Therapist Substitute	\$	615.53
Grant Writer	\$	500.00
Office Assistant	\$	1,417.50
<b>Other Payroll Total:</b>	<b>\$</b>	<b>3,533.03</b>

**Employee ACH:**

Birth to Three Engaging Family Coordinator	\$	4,274.57
Birth to Three Coordinator	\$	6,304.17
Business Manager	\$	3,750.00
Director	\$	7,916.67
Educational Evaluator	\$	4,197.38
Educational Specialist	\$	4,550.00
Occupational Therapist	\$	10,726.63
Physical Therapist	\$	7,219.49
School Psychologist	\$	23,367.56
Speech Therapist	\$	39,512.61
Speech Therapist Assistant	\$	5,622.75
Virtual School Director	\$	4,954.00
Virtual School Assistant	\$	3,187.06
<b>Employee ACH Total:</b>	<b>\$</b>	<b>125,582.89</b>

**Deductions:**

		<b>Employee Share</b>		<b>CORE Share</b>		<b>Check Total</b>
DD #1784	AFLAC	\$ 1,815.40	\$	-	\$	1,815.40
CK # 2640	Avera Health Insurance	\$ 10,727.90	\$	15,631.32	\$	26,359.22
DD # 1785	Delta Dental	\$ 1,512.84	\$	86.02	\$	1,598.86
DD # 1790	Kansas City Life Insurance	\$ 156.48	\$	-	\$	156.48
DD # 1786	SD Supplemental Retirement	\$ 3,410.00	\$	-	\$	3,410.00
DD # 1787	SD Retirement System	\$ 7,474.04	\$	7,386.73	\$	14,860.77
DD # 1788	VSP Eye Insurance	\$ 265.00	\$	13.90	\$	278.90
<b>Total Deductions:</b>			<b>\$</b>	<b>23,117.97</b>		

**Tax Payments:**

		<b>Employee Share</b>		<b>CORE Share</b>		<b>Check Total</b>
DD # 1789	FIT	\$ 8,885.11	\$	-	\$	8,885.11
DD # 1789	Medicare	\$ 1,639.27	\$	1,639.27	\$	3,278.54
DD # 1789	Social Security	\$ 7,009.39	\$	7,009.39	\$	14,018.78
<b>Total Tax Payments:</b>			<b>\$</b>	<b>8,648.66</b>		

**Total Payroll: \$ 160,882.55**



**Governing Board Meeting of CORE Educational Cooperative**

Armour (21-1), Burke (26-2), Colome Consolidated (59-3), Corsica-Stickney (21-3) Gregory (26-4), Kimball (07-2), Mount Vernon (17-3), Plankinton (01-1), Platte-Geddes (11-5), Wessington Springs (36-2), White Lake (01-3), Wolsey-Wessington (02-6)

**Core Educational Cooperative  
10:00 am Board Meeting 6/10/2021**

Join Zoom Meeting  
<https://us02web.zoom.us/j/86046477079?pwd=ZTUzZkpMMjl5WlBveE43dC9QaC9mQT09>

Meeting ID: 860 4647 7079  
Passcode: 782050  
Phone: 1-312-626-6799

- 1. Call to Order/Attendance/Pledge of Allegiance
- 2. Public Forum
- 3. Additional Agenda Items
- 4. Approve Agenda

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 5. Approve minutes from May 7, 2021

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 6. Approve Financial Report

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 7. Approve Bills

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 8. Approve Other Payroll

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 9. Approve Disclosure of Potential Conflict of Interest per SDCL 3-23

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 10. Executive Session for Personnel per SDCL 1-25-2 (1) (Contracts)

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

Time In: \_\_\_\_\_ Declare Open Session: \_\_\_\_\_

- 11. Approve Contracts per SDCL 1-25-2 (1)

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

- 12. Approve School Contracts

M \_\_\_\_\_ S \_\_\_\_\_ N \_\_\_\_\_ A \_\_\_\_\_

13. Approve 2<sup>nd</sup> Reading of Policy ACAA per SDCL 13-8-39

M\_\_\_\_\_ S\_\_\_\_\_ N\_\_\_\_\_ A\_\_\_\_\_

14. Director's Report

15. Next Meeting June 29, 2021 - July Meeting July 15, 2021

16. Adjourn Meeting

M\_\_\_\_\_ S\_\_\_\_\_ N\_\_\_\_\_ A\_\_\_\_\_

## June Board Meeting Notes

Contracts: Several Virtual School contracts and new SLP

School Contracts:

Continue with Lower Brule School Psych

Continue with Marty SLP and School Psych

I have told Huron we will only be able to provide 8 hours of teletherapy at this time.

2<sup>nd</sup> reading of Title IX policy

The policy is attached to the email and has been sent out to all of the superintendents.

Director's Update

New Superintendent Meeting –Valerie will send out a doodle for this meeting date.

This would be an opportunity for the new superintendents to meet the existing ones as well as discuss how the coop operates, the services it provides and the structure of cooperative meetings, etc.

If there is anything else anyone would like to discuss, please let Valerie know.

New special education teacher bootcamp or inservice – Valerie discussed looking at providing this. Maybe within the first couple of months if not in August. Valerie will start working on a format as well as look at dates.

Cooperative offerings

Organization

Data Collection

Para Management

Time Management

Sped Advantage

Title IX

June 10<sup>th</sup> before board meeting

Please bring along or let Valerie know who will be the coordinator and the name and possible role of another individual from your district. Valerie will send out Zoom link for those who may not be able to attend in person.

Para Inservice – August 9<sup>th</sup>

Let Valerie know who will be attending or an approximate number. Special education teachers are welcome to attend as well.

Maybe this would be a good day for the new sped teacher inservice as well?

## New speech therapist

Maci Harrington has been hired to work in Kimball and Lyman County (Lower Brule HeadStart and 0-3). Jamie Griffith will be working with school age in Lyman and also Lyman county 0-3 Service Coordinator

**CPI – If you want CPI training next year, please contact Valerie about setting it up.**

## Board Meetings:

June 10 at 10:00

June 29 at 10:00

July 15 at 10:00 Annual Meeting

## Advisory Meetings:

July 12 at 9:00

**MINUTES OF THE REGULAR BOARD MEETING OF THE  
CORE EDUCATIONAL COOPERATIVE  
BOARD OF DIRECTORS  
THURSDAY, JUNE 10, 2021**

Vice-President D. Larsch called the regular meeting of the Board of Directors of the Core Educational Cooperative to order at 10:00 a.m. on Thursday, June 10, 2021, at CORE Educational Cooperative Office in Platte, SD.

Members present: Tina Westendorf (Armour), Joel Koskan via Zoom (Colome Consolidated), Karen Timanus via Zoom (Gregory), Lisa Pazour (Kimball), Dale Larsch (Mt. Vernon), Lindsey Weich via Zoom (Plankinton), Ross Vanzee (Platte-Geddes), Jim Burg via Zoom. (Wessington Springs), Kris Pursell via Zoom (White Lake), and Ted Haeder via Zoom (Wolsey-Wessington).

Members absent: Joe Kellen (Burke) and Chad Clites (Corsica-Stickney).

Superintendents: Debbie O'Doan via Zoom (Colome), Scott Muckey via Zoom (Corsica-Stickney), Sara Anderson via Zoom (Gregory), Christopher Noid via Zoom (Kimball), Pat Mikkonen via Zoom (Mt. Vernon), Joel Bailey via Zoom (Platte-Geddes), Pandi Pittman via Zoom (Wessington Springs), and Jennifer Boomsma-Kelsey via Zoom (Wolsey-Wessington).

Others present: Valerie Johnson (Director), Catrina Brown (Business Manager), Jane Keller (Office Assistant) Cole Nicholas (Cybertek Systems), Chelsea Biehl (Cybertek Systems) and Aric Hamilton (Cybertek Systems).

**Public Forum**

A presentation was given to the board by Cole Nicholas from Cybertek Sytems.

**Additional Agenda Items**

No additional agenda items were added.

**Approve Agenda**

Motion Armour, seconded by Platte-Geddes approving the agenda. All members present voted aye. Motion carried.

**Approve Minutes from May 7, 2021**

Motion Wessington Springs, seconded by Colome approving the minutes from the regular meeting held on May 7, 2021. All members present voted aye. Motion carried.

**Approve Financial Reports**

Motion Kimball, seconded by White Lake approving the report of cash transactions, payroll summary report, revenue summary, and expenditure reports dated May 31, 2021. All members present voted aye. Motion carried.

**Approve Bills**

Motion Kimball, seconded by Platte-Geddes approving the following bills for payment:

Check #	Vendor Name	Account Number	Invoice Detail Description	Invoice Amount
2642	APPLE INC	10 2229 000 471	10.2 INCH IPAD WIFI 128 GB - SPACE	\$ 1,197.00
2667	US BANK VOYAGER FLEET SYSTEMS	10 2623 000 334	ED SPEC FUEL	\$ 76.10
1802	BURKE, KARLA	10 2623 000 340	ED SPEC PHONE	\$ 150.00
<b>Fund 10 Total:</b>				<b>\$ 1,423.10</b>
1836	THOMAS, RENEE	22 2126 000 340	ED EVAL PHONE	\$ 150.00
1836	THOMAS, RENEE	22 2126 000 411	ED EVAL SUPPLIES	\$ 53.20
2645	CITY OF PLATTE	22 2126 000 411	ED EVAL FINGERPRINTS	\$ 20.00
2656	PEARSON	22 2126 000 411	ED EVAL SUPPLIES - DIAL	\$ 278.40
2659	QUILL CORPORATION	22 2126 000 411	ED EVAL SUPPLIES	\$ 141.53
2660	RIVERSIDE INSIGHTS	22 2126 000 411	ED EVAL SUPPLIES-ECAD	\$ 126.79
2663	SD DIVISION OF CRIMINAL INVESTIGATION	22 2126 000 411	ED EVAL FINGERPRINTS - REZAC	\$ 43.25
2655	OVERWEG AUTO, GLASS, & FUEL	22 2126 000 413	ED EVAL CAR REPAIR - WIPERS	\$ 37.30
2666	TOM'S AUTO SERVICE	22 2126 000 413	ED EVAL OIL CHANGE - RENEE #6	\$ 110.33
2667	US BANK VOYAGER FLEET SYSTEMS	22 2126 000 413	ED EVAL FUEL	\$ 35.87
1810	KAFKA, KRISTI	22 2149 000 334	PSYCH TRAVEL	\$ 47.04
1810	KAFKA, KRISTI	22 2149 000 340	PSYCH PHONE	\$ 150.00
1813	KOCISKO, DAVID	22 2149 000 340	PSYCH PHONE	\$ 150.00

1827	RUBENDALL, JAYNE	22 2149 000 340	PSYCH PHONE	\$ 150.00
1831	SIBBEL, ERIN	22 2149 000 340	PSYCH PHONE	\$ 150.00
1834	TECH, ALISHA	22 2149 000 340	PSYCH PHONE	\$ 150.00
1810	KAFKA, KRISTI	22 2149 000 411	PSYCH SUPPLIES	\$ 7.59
2645	CITY OF PLATTE	22 2149 000 411	PSYCH FINGERPRINTS	\$ 20.00
2663	SD DIVISION OF CRIMINAL INVESTIGATION	22 2149 000 411	PSYCH FINGERPRINTS - KENYON	\$ 43.25
2652	LAWLER AUTOMOTIVE INC	22 2149 000 413	PSYCH OIL CHANGE - JAYNE #12	\$ 31.00
2664	SEVERSON'S SERVICE	22 2149 000 413	PSYCH TIRES - ALISHA #3	\$ 767.52
2667	US BANK VOYAGER FLEET SYSTEMS	22 2149 000 413	PSYCH FUEL	\$ 275.57
1810	KAFKA, KRISTI	22 2149 000 640	PSYCH DUES	\$ 280.00
2669	WOLSEY-WESSINGTON SCHOOL	22 2159 000 190	1/2 SPEECH PAYMENT FOR 21-22	\$ 40,764.46
1800	BRINK, BOBBI	22 2159 000 334	SPEECH TRAVEL	\$ 89.04
1797	BERGELEEN, LAURA	22 2159 000 340	SPEECH PHONE	\$ 150.00
1798	BOYDEN, JENNIFER	22 2159 000 340	SPEECH PHONE	\$ 150.00
1806	GRIFFITH, JAMIE	22 2159 000 340	SPEECH PHONE	\$ 100.00
1812	KLUNDT, JENNIFER	22 2159 000 340	SPEECH PHONE	\$ 150.00
1817	LARSON, ROXANN	22 2159 000 340	SPEECH PHONE	\$ 150.00
1822	PALMER, NICOLE	22 2159 000 340	SPEECH PHONE	\$ 150.00
1837	THOMAS, TAYLA	22 2159 000 340	SPEECH PHONE	\$ 150.00
1839	VOSIKA, MARIA	22 2159 000 340	SPEECH PHONE	\$ 150.00
1841	WITT, TANIA	22 2159 000 340	SPEECH PHONE	\$ 150.00
1842	WRIGHT, NATALIE	22 2159 000 340	SPEECH PHONE	\$ 150.00
1839	VOSIKA, MARIA	22 2159 000 411	SPEECH SUPPLIES	\$ 12.99
2667	US BANK VOYAGER FLEET SYSTEMS	22 2159 000 413	SPEECH FUEL	\$ 751.14
1832	STUKEL, KELLIE	22 2171 000 340	PT PHONE	\$ 150.00
2668	VERIZON WIRELESS	22 2171 000 340	PT MIFI	\$ 40.01
2666	TOM'S AUTO SERVICE	22 2171 000 413	PT OIL CHANGE & GAS - KELLIE #24	\$ 121.46
2667	US BANK VOYAGER FLEET SYSTEMS	22 2171 000 413	PT FUEL	\$ 112.84
1814	KOTT, SONA	22 2172 000 340	OT PHONE	\$ 150.00
1830	SHUMAKE, PAIGE	22 2172 000 340	OT PHONE	\$ 150.00
2642	APPLE INC	22 2172 000 411	10.2 INCH IPAD WIFI 128 GB - SPACE	\$ 399.00
2649	FIRST BANK & TRUST	22 2172 000 411	OT SUPPLIES	\$ 25.00
2665	SYNCB/AMAZON	22 2172 000 411	OT SUPPLIES	\$ 112.76
2652	LAWLER AUTOMOTIVE INC	22 2172 000 413	OT OIL CHANGE - PAIGE #18	\$ 59.30
2667	US BANK VOYAGER FLEET SYSTEMS	22 2172 000 413	OT FUEL	\$ 264.55
1818	LEHR, DAVE	22 2227 000 319	TECH SERVICES; INV #2331	\$ 505.00
2644	CHURCHILL, MANOLIS, FREEMAN, KLUDT, SHELTON & BURNS LLP	22 2315 000 319	LEGAL SERVICES; INV #273931	\$ 253.48
2643	CHARLES MIX COUNTY NEWS	22 2319 000 350	BOARD ADVERTISING	\$ 1,001.48
2648	EDUCATIONAL ADVANTAGES, INC.	22 2319 000 411	BOARD SUPPLIES-MEDICAID	\$ 1,475.12
2649	FIRST BANK & TRUST	22 2319 000 411	BOARD SUPPLIES	\$ 45.90
2657	PLATTE FOOD CENTER	22 2319 000 411	BOARD SUPPLIES	\$ 423.61
1809	JOHNSON, VALERIE	22 2329 000 340	DIRECTOR PHONE	\$ 150.00
2649	FIRST BANK & TRUST	22 2329 000 411	DIRECTOR SUPPLIES	\$ 16.99
2667	US BANK VOYAGER FLEET SYSTEMS	22 2329 000 413	DIRECTOR FUEL	\$ 119.81
1809	JOHNSON, VALERIE	22 2329 000 640	DIRECTOR DUES	\$ 159.50
1809	JOHNSON, VALERIE	22 2329 000 640	DIRECTOR DUES - NASP	\$ 220.00
1801	BROWN, CATRINA	22 2529 000 340	FISCAL PHONE	\$ 150.00
2662	SCHOOL ADMINISTRATORS OF SD	22 2529 000 640	FISCAL DUES	\$ 297.00
2654	NORTHWESTERN ENERGY	22 2549 000 321 001	OFFICE ELECTRICITY	\$ 230.00
2645	CITY OF PLATTE	22 2549 000 321 002	OFFICE WATER AND SEWER	\$ 101.08
2658	PLATTE TREE AND LAWN CARE	22 2549 000 323	OFFICE GRASS MAINTENANCE	\$ 160.00
2653	MIDSTATE COMMUNICATIONS	22 2549 000 340	OFFICE PHONE	\$ 305.73
2668	VERIZON WIRELESS	22 2549 000 340	OFFICE MIFI	\$ 40.01

1806	GRIFFITH, JAMIE	22 2765 000 319	BIRTH TO 3 PHONE	\$	50.00
1821	MOSTERD, HOLLY	22 2765 000 319	BIRTH TO 3 PHONE	\$	150.00
2664	SEVERSON'S SERVICE	22 2765 000 334	BIRTH TO 3 OIL CHANGE - HOLLY #22	\$	54.36
2667	US BANK VOYAGER FLEET SYSTEMS	22 2765 000 334	BIRTH TO 3 FUEL	\$	78.85
2649	FIRST BANK & TRUST	22 2765 000 411	BIRTH TO 3 SUPPLIES	\$	33.98
2659	QUILL CORPORATION	22 2765 000 411	BIRTH TO 3 SUPPLIES	\$	53.98
2665	SYNCB/AMAZON	22 2765 000 411	BIRTH TO 3 SUPPLIES	\$	173.13
2665	SYNCB/AMAZON	22 2765 000 411	BIRTH TO 3 SUPPLIES	\$	169.89
1800	BRINK, BOBBI	22 2765 019 334	BRIGHT BEGINNINGS TRAVEL	\$	153.72
1800	BRINK, BOBBI	22 2765 019 340	BRIGHT BEGINNINGS PHONE	\$	150.00
<b>Fund 22 Total:</b>				<b>\$</b>	<b>54,593.81</b>

2647	DIAL CORPORATION	53 2226 000 313	VS PAYMENT FOR 21-22	\$	20,000.00
1793	HANSEN, ANDREA	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	3,680.00
1794	HOHN, SARAH	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,440.00
1795	LARSON, ERIN	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	160.00
1799	BREWER, LINDSEY	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,760.00
1803	DYK, ROXANE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	880.00
1805	FETTE, NICOLE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	800.00
1807	JENSEN, MICHELE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	560.00
1808	JOHNSON, DILLON	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,280.00
1811	KELEHER, LORI	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,440.00
1815	KOUPAL, KAREN	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,040.00
1816	KREULEN, NANCY	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,840.00
1819	MITTELSTEDT, RODNEY	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,920.00
1820	MOHLING, CHARLOTTE	53 2226 000 319 201	BLACKBOARD TEACHER PAYMENT	\$	3,825.00
1824	PUNT, KANDY	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,120.00
1825	RAAK, CATHERINE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	2,080.00
1826	RENKLY, SHANNON	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,120.00
1828	SCHNEIDER, JEFF	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	240.00
1829	SCHNEIDER, MARY	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,840.00
1833	SUMMERS, RAYNA	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,280.00
1835	TEEL, APRIL	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,240.00
1838	THOMPSON, JULIE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	1,680.00
1840	WITT, KATE	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	400.00
2641	ANDERSON, MERRETTA	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	640.00
2646	DEHAAN, ALLISON	53 2226 000 319 201	EDGE EVAL PAYMENT	\$	600.00
2650	FRIDLEY, SARA	53 2226 000 319 201	EDGE TEACHER PAYMENT	\$	480.00
2651	HERRING, DANI	53 2226 000 319 202	BLACKBOARD TEACHER PAYMENT	\$	250.00
1823	PETERS, KAREN	53 2226 000 340	VS PHONE	\$	150.00
2668	VERIZON WIRELESS	53 2226 000 340	VS PHONE	\$	51.51
2649	FIRST BANK & TRUST	53 2226 000 341	VS POSTAGE	\$	8.85
2663	SD DIVISION OF CRIMINAL INVESTIGATION	53 2226 000 411 201	VS TEACHER FINGERPRINTS	\$	86.50
1796	ANDERSON, EMILY	53 2226 000 411 202	VS FINGERPRINT FEE	\$	20.00
1804	FARWELL, RAEHELLE	53 2226 000 411 202	VS FINGERPRINT FEE	\$	20.00
2649	FIRST BANK & TRUST	53 2226 000 411 202	BLACKBOARD SUPPLIES-ADOBE	\$	452.14
2661	RIVERSIDE TECHNOLOGIES, INC	53 2226 000 541	VS SUPPLIES - HP P24V G4 FHD	\$	155.00
2665	SYNCB/AMAZON	53 2226 000 541	VS COMPUTER SUPPLIES	\$	69.99
<b>Fund 53 Total:</b>				<b>\$</b>	<b>54,608.99</b>

**Report Total: \$ 110,625.90**

All members present voted aye. Motion carried.

**Approve Other Payroll**

Motion Wessington Springs, seconded by Armour to approve the following other payroll:

EMPLOYEE NAME	SERVICES	AMOUNT
Cheryl Pruett	Occupational Therapy Substitute	\$402.15
<b>TOTAL TO BE APPROVED FOR June 20, 2021 PAYROLL</b>		<b>\$402.15</b>

All members present voted aye. Motion carried.

**Approve Potential Conflict of Interest per SDCL 3-23**

No potential conflict of interests were presented.

**Executive Session for Personnel per SDCL 1-25-2 (1) Contracts**

Motion Platte-Geddes, seconded by Armour to enter into executive session at 10:22 a.m. to discuss personnel per SDCL 1-25-2 (1) contracts. All members present voted aye. Motion carried.

Vice-President D. Larsch declared open session at 10:27 a.m.

**Approve Contracts per SDCL 1-25-2 (1)**

Motion Colome, seconded by Plankinton to approve the following contracts:

Maci Harrington	Speech Therapist	EMP2022-033	\$50,000.00
Jamie Griffith	Speech Therapist/Birth to Three Coordinator	EMP2022-023 Addendum	\$64,020.00
Holly Mosterd	Birth to Three Coordinator	EMP2022-008 Addendum	\$58,000.00
Dawn Wirth	Grant Writer for DIAL Corporation	EMP2021-033	\$500 for monthly research and presentation to board Writing/Submission of Grant 1% of submitted award \$500 minimum with a \$5000 maximum Grant Awarded - 1% of the awarded amount

Dani Herring	Ag Leadership and Communications	VS2021-038
Annika Russell	Accounting 1 Advanced Accounting Personal Finance Entrepreneurship	VS2022-001
Brenda Merkel	Pharmacy Technician (\$150 per student)	VS2022-002
Brenda Merkel	Medical Diagnostics Health Careers I Health Careers II	VS2022-003
Charlotte Mohling	Employability Introduction to Education and Training Leadership and Service Teaching and Training as a Profession Interior Design I	VS2022-004
Charlotte Mohling	7th & 8th Grade Exploratory FACS (\$100 per student)	VS2022-005
Breanna Mueller	Advanced Animal Science	VS2022-006
Clayton Gropper	Introduction to Sports Medicine	VS2022-007
Dave Reuland	Automotive Maintenance and Light Repair	VS2022-008
Ellen Hohbach	Health Education Hospitality and Tourism Management	VS2022-010
Emily Anderson	Nutrition and Wellness Relationships Across a Lifespan	VS2022-011
Jean Clarke	Human Development: Prenatal to Toddlers Human Development: Preschool to School Age Human Development: Adolescence to Death	VS2022-012

Jody Converse	American Sign Language I American Sign Language II	VS2022-013
John Fouberg	Creative Writing Speech	VS2022-014
Kate Witt	Visual Art Comprehensive Photography	VS2022-015
Lakisha Jordan	Restaurant Management/Culinary Arts I Youth Internship Senior Experience	VS2022-016
Lori Christensen	Wildlife and Fisheries Companion Animals Medical Terminology	VS2022-017
Shellie Farwell	Native American Art	VS2022-018
Lori Tonak	Fundamental Animal Science Agribusiness Management	VS2022-019
Marda Olson	Foundations of Technology Music History/Appreciation Digital Animation Multi Media Design Cyber Security	VS2022-020
Nicole Fette	Creative Writing	VS2022-021
Dani Herring	Ag Leadership and Communications course	VS2022-022
Suzanne Skinner	Introduction to Hospitality and Tourism	VS2022-023
Tina Novotny	Graphic Design I Fundamentals of Design Visual Communication Design Visual Arts Comprehensive	VS2022-024
Jody Converse	ASL Course (Summer) (\$120 per teacher)	VS2022-026
Taylor Krause	Fundamental Ag Technology Fundamentals of Natural Resources Introduction to Agriculture, Food, and Natural Resources	VS2022-027
Andrea Hansen	Anatomy & Physiology	VS2022-028
Andrea Hansen	Edgenuity Course	EDG2022-001
April Teel	Edgenuity Course	EDG2022-002
Dillion Johnson	Edgenuity Course	EDG2022-003
Erin Larson	Edgenuity Course	EDG2022-004
Jeff Schneider	Edgenuity Course	EDG2022-005
John Fouberg	Edgenuity Course	EDG2022-006
Julie Thompson	Edgenuity Course	EDG2022-008
Kandy Punt	Edgenuity Course	EDG2022-009
Karen Koupal	Edgenuity Course	EDG2022-010
Kate Witt	Edgenuity Course	EDG2022-011
Katie Raak	Edgenuity Course	EDG2022-012
Laura Halvorson	Edgenuity Course	EDG2022-013
Lindsey Brewer	Edgenuity Course	EDG2022-014
Lori Keleher	Edgenuity Course	EDG2022-015
Mary Schneider	Edgenuity Course	EDG2022-016
Michele Jensen	Edgenuity Course	EDG2022-018
Nancy Kreulen	Edgenuity Course	EDG2022-019
Rayna Summers	Edgenuity Course	EDG2022-020

Rodney Mittelstedt	Edgenuity Course	EDG2022-021
Roxane Dyk	Edgenuity Course	EDG2022-022
Maxwell Schaffer	Edgenuity Course	EDG2022-023
Sarah Hohn	Edgenuity Course	EDG2022-024
Shannon Renkly	Edgenuity Course	EDG2022-025
Stephanie Frank	Edgenuity Course	EDG2022-026
Nicole Fette	Edgenuity Course	EDG2022-027

**Blackboard Teacher Payment Schedule**

1-12 students \$255 per student  
 13-22 students \$100 per student  
 23+ \$255 per student

**Edgenuity Teacher Payment Schedule**

\$90 per student  
 All members present voted aye. Motion carried.

**Approve School Contracts**

Motion Kimball, seconded by Wessington Springs to approve the following school contracts:

CORE2021-007	Lyman School	ESY Services	\$50 per hour for Speech, OT, PT, Ed Evaluator
CORE2022-002	Marty School	Speech Services	\$400 per day (SLP), \$250 per day (SLPA)
CORE2022-003	Huron School	Speech Services	\$400 per day (SLP), \$250 per day (SLPA), \$50 per hour for teletherapy
CORE2022-004	Marty School	School Psych Services	\$600 per day

All members present voted aye. Motion carried.

**Approve 2<sup>nd</sup> Reading of Policy ACAA per SDCL 13-8-39**

Motion Kimball, seconded by White Lake to approve the policy ACAA per SDCL13-8-39. All members present voted aye. Motion carried.

**Director's Report**

No action taken.

**Next Meeting:**

June 29, 2021 at 10:00 a.m. at the CORE Educational Cooperative in Platte, SD and July 15, 2021 at 10:00 a.m. at the CORE Educational Cooperative in Platte, SD.

**Adjourn**

Motion Kimball, seconded by Wessington Springs to adjourn the meeting at 10:41 a.m. All members present voted aye. Motion carried.

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**President**

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**Business Manager**

**CORE Educational Cooperative**

**Report of Cash Transactions**

**May 31, 2021**

<b>Fund Totals:</b>		<b>As of 4/30/21</b>	<b>As of 5/31/21</b>
CORE Educational Cooperative:		\$ 489,257.45	\$ 502,455.64
DIAL Grant Writer:		\$ (538.25)	\$ (538.25)
DIAL Virtual School:		\$ 1,022,455.91	\$ 957,659.48
		<b>\$ 1,511,175.11</b>	<b>\$ 1,459,576.87</b>
<b>Beginning Balance of First Fidelity Bank as of 5/1/2021:</b>			<b>\$ 1,193,681.98</b>
<b>Receipts:</b>			
	Fund 10 (General Fund)		\$ 400.00
	Fund 12 (Grant Writer)		\$ 538.25
	Fund 22 (Special Ed)		\$ 170,442.68
	Fund 22 (CORE Bank Account Interest 0.03%)		\$ 30.02
	Fund 53 (Virtual School)		\$ 235,278.93
	<b>Total Receipts:</b>		<b>\$ 406,689.88</b>
<b>Expenditures:</b>			
	Fund 10 (General Fund)		\$ 1,331.31
	Fund 12 (Grant Writer)		\$ -
	Fund 22 (Special Ed)		\$ 5,920.89
	Fund 53 (Virtual School)		\$ 76,274.01
	<b>Total Expenditures:</b>		<b>\$ 83,526.21</b>
<b>Automatic Withdraw:</b>			
	Move into CD		\$ 215,199.16
<b>Automatic Withdraw: ACH Monthly Payment (Fund 22)</b>			
			\$ 10.00
	<b>Total Automatic Withdraw:</b>		<b>\$ 10.00</b>
<b>Payroll:</b>			
	Fund 10 (General Fund)		\$ 5,743.74
	Fund 12 (Grant Writer)		\$ 538.25
	Fund 22 (Special Ed)		\$ 144,668.57
	Fund 53 (Virtual School)		\$ 9,931.99
	<b>Total Payroll:</b>		<b>\$ 160,882.55</b>
<b>Ending Balance of First Fidelity Bank as of 5/31/2021</b>			<b>\$ 1,140,753.94</b>
<b>Beginning Balance of CD in First Fidelity Bank as of 5/1/2021 (Fund 10)</b>			\$ 51,674.91
<b>Interest:</b>	Fund 10 (General Fund) - 18 months (Matures 8/22/22) 0.55%		\$ -
<b>Ending Balance of CD in First Fidelity Bank as of 5/31/2021</b>			<b>\$ 51,674.91</b>
<b>Beginning Balance of CD in BankWest - Geddes as of 5/1/2021 (Fund 10)</b>			\$ 51,948.86
<b>Interest:</b>	Fund 10 (General Fund) - 12 Month (Matures 9/13/21) 0.45%		\$ -
<b>Ending Balance of CD in BankWest - Geddes as of 5/31/2020</b>			<b>\$ 51,948.86</b>
<b>Beginning Balance of CD in First Fidelity Bank as of 5/1/2021 (Fund 53)</b>			\$ 213,869.36
<b>Interest:</b>	Fund 53 (Virtual School) - 18 months (Matures 11/17/22) 0.55%		\$ 1,329.80
<b>Ending Balance of CD in First Fidelity Bank as of 5/31/2021</b>			<b>\$ 215,199.16</b>
<b>Ending Balance as of 5/31/2021</b>			<b>\$ 1,459,576.87</b>

**May 10, 2021**  
**Minutes of Wolsey-Wessington School District**  
**School Board Proceedings**

The Wolsey-Wessington School District's Board of Education met in regular session on May 10, 2021, at 7:00 PM in the High School Room 206 with the following members present: **Present:** Kevin Clarke, Ted Haeder, Suzanne Hamilton, Tara Hochhalter, Jeff Luce, Mike McCready, **Absent:** Jamie Flemming. Also present: Jennifer Boomsma, 7-12 Principal, Lindsay Haider, K-6 Principal, Amy Langbehn, Business Manager, Jason Neuharth, Brooke LeGrand, Julie Boomsma, and Rodney Freeman.

The meeting was called to order by Chairman Ted Haeder.

Pledge of Allegiance was led by Haeder.

Motion by Suzanne Hamilton, second by Mike McCready, to adopt the agenda. Carried.

Boomsma-Kelsey reported on the celebrations of the district.

Administrative reports were given.

Motion by Tara Hochhalter, second by Jeff Luce, to approve the consent agenda that includes the following items: (1) Minutes of April 12, 2021 meeting, (2) bills for payment as presented (see attached list), (3) financial statements (as presented below), (4) approve first reading of update Title IX policy, (5) approve open enrollment WW2022-1 to WW2022-17, (5) surplus riding lawn mower as surplus property, no longer necessary, useful or suitable for school purposes, (6) offering contracts to Adam Haake-asst wrestling, Kevin Haider-head wrestling, Phylicia Hoffmann-7-8th girls basketball, Ralph Newton- 7-8th football and 7-8th boys basketball, Eden White-competition cheer, Greg Vincent-track throwing coach, Brandee Kelsey-competition cheer, Hayden Hooks-asst football, Shayla Muilenburg-7-8 volleyball, Bennett White-asst boys basketball, (7) set rate of pay for certified staff outside of contract at \$25/hr and \$35/hr for presentation to staff, (8) ELO to perform 2020-21 audit, (9) accept resignations of Rachel Halsey, Ashley Neuharth, and Eden White from sideline cheer and thank them for all the work they have done, (10) retirement of Artie Reilly and thank her for all her years of service.

	Bank Balance 4/1/2021	Receipts	Disbursements	Bank Balance 4/30/2021
General Fund	673,763.79	243,041.11	239,008.97	677,795.93
Capital Outlay	2,230,125.16	127,718.55	34,650.27	2,323,193.44
Special Education	564,530.68	\$114,357.61	78,713.64	600,174.65
Food Service	1,915.55	1,052.90	22,617.54	(19,649.09)
Enterprise Fund	5,911.56	2,262.00	2,756.69	5,416.87
Activity Fund	99,237.24	8,014.26	23,860.01	83,391.49
	3,575,483.98	496,446.43	401,607.12	3,670,323.29

Carried.

Rodney Freeman gave a presentation to the school board.

Motion by Mike McCready, second by Tara Hochhalter, to go into executive session at 8:30 pm pursuant to SDCL 1-25-2 Section 1 personnel, 2 student matter, and 4 negotiations. Carried.

Chairman Ted Haeder declared executive session over at 11:09 pm

Board discussed the preschool plan for the 2021-22 school year.

Motion by Ted Haeder, second by Kevin Clarke, to approve the canvas board election results. Kyle Carter-85 votes, Destiny Finn-46 votes, Mike McCready-145 votes and Brooke LeGrand-98 votes. Mike and Brooke will be serving a three year term. There was 246 registered voters in Wessington and 659 registered voters in Wolsey for a total of 905 registered voters. There was 154 ballots voted in Wolsey for a 23% voter turn out and 54 ballots voted in Wessington for a 21% voter turn out and an overall 22% voter turn out. Carried. Abstain: Mike McCready

Motion by Mike McCready, second by Tara Hochhalter, to approve amending 2021-22 School calendar graduation date to May 21, 2022. Carried.

Motion by Kevin Clarke, second by Jeff Luce, to approve the following votes for the SDHSAA ballots: West River at large-Todd Palmer, Division III-Derek Barrios, Division IV-Eric Denning, Amendment 1-yes, and approve the SDHSAA resolution. Carried.

Motion by Ted Haeder, second by Suzanne Hamilton, to approve letting Lyman School into the CORE Cooperative. Carried. Abstain: Tara Hochhalter

Motion by Kevin Clarke, second by Mike McCready, to approve the lease with Premier Equipment for the use of a New Holland W80C for the winter months for snow removal. Carried.

Motion by Ted Haeder, second by Suzanne Hamilton, to approve the negotiation package for certified, non-certified, and Kathy Stevens. Carried.

Motion by Suzanne Hamilton, second by Jeff Luce, to approve negotiation package for Amy Langbehn. Carried. Abstain: Tara Hochhalter

Motion by Tara Hochhalter, second by Mike McCready, to adjourn at 11:26 pm. Carried.

APPROVED: \_\_\_\_\_, Presiding Officer  
Ted Haeder

\_\_\_\_\_, Business Manager  
Amy Langbehn

DATED: \_\_\_\_\_

**Gross  
Payroll:**

<b>Administration</b>	22,486.53	<b>District's Share:</b>	
<b>Instruction</b>	100,642.70	<b>FICA</b>	15,224.36
<b>Substitutes</b>	6,915.00	<b>SD Retirement</b>	44,593.24
<b>Afterschool</b>	4,167.80	<b>Wellmark Health</b>	29,228.00
<b>Extracurricular</b>	5,996.87	<b>Delta Dental</b>	4,176.74
<b>Custodians</b>	12,991.18		
<b>Transportation</b>	7,929.49		
<b>Food Service</b>	11,194.82		
<b>Special Ed</b>	37,143.03		
	<u>209,467.42</u>		

Published 5-25-21 at the total approximate cost of \$

**May 16, 2021**  
**Minutes of Wolsey-Wessington School District**  
**School Board Proceedings**

The Wolsey-Wessington School District's Board of Education met in special session on May 16, 2021, at 6:00 PM in the Commons with the following members present: **Present:** Kevin Clarke, Jamie Flemming, Ted Haeder, Suzanne Hamilton, Tara Hochhalter, Jeff Luce, Mike McCready.. Also present: Jennifer Boomsma, 7-12 Principal, Lindsay Haider, K-6 Principal, Amy Langbehn, Business Manager, and many staff and community members.

Pledge of Allegiance was led by Chairman Ted Haeder.

Motion by Tara Hochhalter, second by Kevin Clarke, to adopt the agenda. Carried.

Motion by Mike McCready, second by Suzanne Hamilton, to go into executive session at 6:03 pm pursuant to SDCL 1-25-2 Section 1 personnel and 4 negotiations. Carried. Ted Haeder and Jeff Luce abstained from part of executive session.

Chairman Ted Haeder declared executive session over at 8:17 pm.

Motion by Tara Hochhalter, second by Suzanne Hamilton, to approve the negotiation agreement with Jennifer Boomsma-Kelsey. Carried. Abstain: Ted Haeder and Jeff Luce.

Motion by Mike McCready, second by Suzanne Hamilton, to approve negotiation agreement with Julie Boomsma. Carried.

Community forum was held.

Motion by Kevin Clarke, second by Tara Hochhalter, to go into executive session at 8:44 pm pursuant to SDCL 1-25-2 Section 1 personnel. Carried. Abstain from executive session was Ted Haeder and Jeff Luce.

Vice Chairman Mike McCready declared executive session over at 9:27 pm

Motion by Jamie Flemming, second by Kevin Clarke, to approve negotiation agreement with Lindsay Haider. Carried. Abstain: Ted Haeder and Jeff Luce.

Motion by Tara Hochhalter, second by Jamie Flemming, to adjourn at 9:28 pm. Carried.

APPROVED: \_\_\_\_\_, Presiding Officer  
Ted Haeder

\_\_\_\_\_, Business Manager  
Amy Langbehn

DATED: \_\_\_\_\_

Published 5-25-21 at the total approximate cost of \$

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	1		
<b>Checking</b>	<b>1</b>	<b>Fund: 10 GENERAL FUND</b>	
281 TRAVEL CENTER	053121	GAS/SUPPLIES	2,827.66
		<b>Vendor Total:</b>	<b>2,827.66</b>
A-OX WELDING SUPPLY COMPANY	249487	CYLINDER RENTAL	19.75
		<b>Vendor Total:</b>	<b>19.75</b>
ALL AUTO COLLISION	041221	REPAIRS	1,670.56
		<b>Vendor Total:</b>	<b>1,670.56</b>
AMAZON	445774364975	SUPPLIES	64.75
AMAZON	458777635879	SPIRIT CARD SUPPLIES	749.70
AMAZON	463875994637	SUPPLIES	61.98
AMAZON	469654437865	SUPPLIES	80.45
AMAZON	566645344966	SUPPLIES	28.41
AMAZON	595583378958	SUPPLIES	21.49
AMAZON	647557575454	SUPPLIES	144.88
AMAZON	687884389396	SPIRIT CARD SUPPLIES	694.70
AMAZON	696677465346	SUPPLIES	21.20
AMAZON	739433588754	SUPPLIES	16.99
AMAZON	846484653479	SUPPLIES	40.60
AMAZON	939574935546	SUPPLIES	12.27
AMAZON	947878444647	SUPPLIES	36.05
		<b>Vendor Total:</b>	<b>1,973.47</b>
ASSOCIATED SCHOOL BOARDS OF SD	5272-H268V9	WORKSHOP	25.00
		<b>Vendor Total:</b>	<b>25.00</b>
BISHOP, ANGIE	052221	REIMBURSE	47.92
		<b>Vendor Total:</b>	<b>47.92</b>
BOERSMA, ANDREW	060121	DAYCARE FLEX	100.00
		<b>Vendor Total:</b>	<b>100.00</b>
BOOMSMA, CARISSA	052521	FLEX	25.00
BOOMSMA, CARISSA	060921	REIMBURSE CLASS	105.00
		<b>Vendor Total:</b>	<b>130.00</b>
CAPITAL ONE TRADE CREDIT	B26018	SUPPLIES	59.99
CAPITAL ONE TRADE CREDIT	B26186	SUPPLIES	35.18
CAPITAL ONE TRADE CREDIT	B27398	SUPPLIES	12.99
CAPITAL ONE TRADE CREDIT	B28021	SUPPLIES	53.94
CAPITAL ONE TRADE CREDIT	B28358	SUPPLIES	39.99
CAPITAL ONE TRADE CREDIT	B30577/A	BUS SUPPLIES	35.98
		<b>Vendor Total:</b>	<b>238.07</b>
CARD SERVICES	050621	FFVG	83.66
CARD SERVICES	051421	FFVG	117.87
		<b>Vendor Total:</b>	<b>201.53</b>
CITY OF HURON	258396	USE OF DUMP	13.10
		<b>Vendor Total:</b>	<b>13.10</b>
CLIMATE SYSTEMS	F-31291	REPAIRS	458.50
		<b>Vendor Total:</b>	<b>458.50</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
COLE PAPERS INC	9981419	MAINT. SUPPLIES	119.38	
COLE PAPERS INC	9983846	MAINT. SUPPLIES	476.63	
COLE PAPERS INC	9985153	MAINT. SUPPLIES	855.34	
COLE PAPERS INC	9993581	MAINT. SUPPLIES	1,205.61	
		<b>Vendor Total:</b>		<b>2,656.96</b>
COMMUNITY COUNSELING SERVICES	24811	SERVICES	401.70	
COMMUNITY COUNSELING SERVICES	24817	SERVICES	401.70	
		<b>Vendor Total:</b>		<b>803.40</b>
CORE EDUCATIONAL COOPERATIVE	ED15145	ONLINE COURSES	1,160.00	
		<b>Vendor Total:</b>		<b>1,160.00</b>
CREATIVE PRINTING	165339	PAPER	99.00	
		<b>Vendor Total:</b>		<b>99.00</b>
DAKOTA WATER SOFTENING INC	21-8866	SOFTNER RENTAL	64.50	
DAKOTA WATER SOFTENING INC	21-8867	WATER COOLER RENT	10.00	
		<b>Vendor Total:</b>		<b>74.50</b>
DIFFERENT ROADS	167677	SUPPLIES	1,221.48	
		<b>Vendor Total:</b>		<b>1,221.48</b>
ELITE BUSINESS SYSTEMS	52712	COPIER STAPLES	104.08	
		<b>Vendor Total:</b>		<b>104.08</b>
ESTELLINE HS	060121	REGION TRACK	116.24	
		<b>Vendor Total:</b>		<b>116.24</b>
EXPETEC	15957	COMPUTER REPAIR	100.95	
EXPETEC	15963	IT SERVICES	4,469.00	
		<b>Vendor Total:</b>		<b>4,569.95</b>
FARMERS CASHWAY	B177671	MAINT SUPPLIES	6.99	
		<b>Vendor Total:</b>		<b>6.99</b>
FARMLAND BUILDING SUPPLY	171263	SUPPLIES	289.00	
FARMLAND BUILDING SUPPLY	171345	SUPPLIES	133.68	
FARMLAND BUILDING SUPPLY	171511	MAINT SUPPLIES	247.75	
FARMLAND BUILDING SUPPLY	171778	MAINT SUPPLIES	6.55	
		<b>Vendor Total:</b>		<b>676.98</b>
GEYER-FUHRMAN, RACHEL	060921	FLEX	2,749.92	
		<b>Vendor Total:</b>		<b>2,749.92</b>
HAIDER, LINDSAY	051021	REIMBURSE	27.41	
		<b>Vendor Total:</b>		<b>27.41</b>
HAND COUNTY PUBLISHING INC	33650	LEGAL	110.25	
		<b>Vendor Total:</b>		<b>110.25</b>
HAUFF MID-AMERICA SPORTS INC	87820	TRACK SUPPLIES	29.85	
		<b>Vendor Total:</b>		<b>29.85</b>
JD CONCRETE PRODUCTS LLC	31102	RED ROCK	46.00	
		<b>Vendor Total:</b>		<b>46.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
JENSEN, KAREN	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
JIM & JAKE'S SPRINKLER SYSTEMS	24111	SPRINKLER REPAIRS	277.44	
		<b>Vendor Total:</b>		<b>277.44</b>
KORMANAGEMENT SERVICES LLC	14520	BUS DRIVER DRUG TESTING	326.42	
		<b>Vendor Total:</b>		<b>326.42</b>
LUCE, TAMARA	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
MANOLIS FREEMAN KLUDT & SHELTO, CHURCHILL	274024	LEGAL FEES	2,281.27	
		<b>Vendor Total:</b>		<b>2,281.27</b>
MILLER SCHOOL DISTRICT	051221	TRACK RENTAL	200.00	
		<b>Vendor Total:</b>		<b>200.00</b>
MYERS, TAMMY	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
NESS, ALLISON	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
NEUHARTH, JASON	060121	DAYCARE FLEX	208.00	
		<b>Vendor Total:</b>		<b>208.00</b>
NORTHWESTERN PUBLIC SERVICE	052721	ELECTRICITY	32.83	
NORTHWESTERN PUBLIC SERVICE	052721-2	ELECTRICITY	3,577.29	
NORTHWESTERN PUBLIC SERVICE	052721-3	ELECTRICITY	940.76	
NORTHWESTERN PUBLIC SERVICE	052821	ELECTRICITY	10.00	
NORTHWESTERN PUBLIC SERVICE	052821-2	ELECTRICITY	51.29	
NORTHWESTERN PUBLIC SERVICE	060321	NATURAL GAS	578.06	
		<b>Vendor Total:</b>		<b>5,190.23</b>
PETERSON, SHAUNA	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
PITNEY BOWES	3313417761	POSTAGE MACHINE	172.86	
		<b>Vendor Total:</b>		<b>172.86</b>
PREMIER EQUIPMENT	10789	PART	190.00	
		<b>Vendor Total:</b>		<b>190.00</b>
RESEL OIL CO	052121	MAINT SUPPLIES	120.00	
		<b>Vendor Total:</b>		<b>120.00</b>
RUNNINGS SUPPLY, INC	4162669	MAINT SUPPLIES	97.98	
RUNNINGS SUPPLY, INC	4163620	MAINT SUPPLIES	34.55	
RUNNINGS SUPPLY, INC	4178409	MAINT SUPPLIES	19.99	
RUNNINGS SUPPLY, INC	4179633	MAINT SUPPLIES	44.74	
RUNNINGS SUPPLY, INC	4185170	MAINT SUPPLIES	81.75	
		<b>Vendor Total:</b>		<b>279.01</b>
SANTEL COMMUNICATIONS	10890396	PHONE SERVICE	555.66	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>555.66</b>
SASD	28575	WORKSHOP	50.00	
SASD	28576	WORKSHOP	50.00	
			<b>Vendor Total:</b>	<b>100.00</b>
SCHUMACHER REPAIR	2917	SUB REPAIR	45.11	
			<b>Vendor Total:</b>	<b>45.11</b>
SCOTT SUPPLY CO	77876P	SUPPLIES	257.95	
			<b>Vendor Total:</b>	<b>257.95</b>
SDHSAA	6697	DUES	186.00	
			<b>Vendor Total:</b>	<b>186.00</b>
SIGNATURE PLUS	22284	AWARDS	419.50	
SIGNATURE PLUS	22311	TRACK PLAQUES	196.00	
			<b>Vendor Total:</b>	<b>615.50</b>
TIME MANAGEMENT SYSTEMS	252457	TIME CLOCK MAINT	46.26	
			<b>Vendor Total:</b>	<b>46.26</b>
TOWN OF WOLSEY	18303	WATER/SEWER SERVICE	45.25	
TOWN OF WOLSEY	18304	WATER/SEWER SERVICE	460.77	
TOWN OF WOLSEY	18305	WATER/SEWER SERVICE	56.15	
			<b>Vendor Total:</b>	<b>562.17</b>
UTTECHT, LINDY	060721	VB DUES	70.00	
			<b>Vendor Total:</b>	<b>70.00</b>
WASTE MANAGEMENT OF HURON	6112879- 1762-3	GARBAGE SERVICE	465.00	
			<b>Vendor Total:</b>	<b>465.00</b>
WELLMARK	211580000182	HEALTH INSURANCE	29,701.75	
			<b>Vendor Total:</b>	<b>29,701.75</b>
WILLIAMS, AMY	052121	REIMBURSE	315.58	
			<b>Vendor Total:</b>	<b>315.58</b>
WOLSEY-WESSINGTON SCHOOL DISTRICT 2-6	052621	REIMBURSE	2,679.80	
			<b>Vendor Total:</b>	<b>2,679.80</b>
			<b>Fund Total:</b>	<b>67,254.58</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 21 CAPITAL OUTLAY FUND</b>		
ELITE BUSINESS SYSTEMS	1022528	COPIER	2,158.37	
			<b>Vendor Total:</b>	<b>2,158.37</b>
MIDAMERICA BOOKS	522394	LIBRARY BOOKS	189.50	
			<b>Vendor Total:</b>	<b>189.50</b>
SHI INTERNATIONAL CORP	B13555337	SOFTWARE	2,777.85	
			<b>Vendor Total:</b>	<b>2,777.85</b>
			<b>Fund Total:</b>	<b>5,125.72</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 22 SPECIAL EDUCATION FUND</b>		

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
AMAZON	435877565649	SUPPLIES	872.06	
AMAZON	447745555378	SUPPLIES	144.00	
AMAZON	583537696764	SUPPLIES	359.90	
AMAZON	777659586933	SUPPLIES	16.99	
AMAZON	797385594747	SUPPLIES	139.99	
AMAZON	799895963645	SUPPLIES	178.99	
		<b>Vendor Total:</b>		<b>1,711.93</b>
CHILDREN'S CARE HOSPITAL & SCHOOL	043021	SERVICES	5,100.00	
		<b>Vendor Total:</b>		<b>5,100.00</b>
CORE EDUCATIONAL COOPERATIVE	202021204	SERVICES	17,914.49	
		<b>Vendor Total:</b>		<b>17,914.49</b>
CORNERSTONES CAREER LEARNING CENTER	2021278	PROJECT SKILLS	222.52	
		<b>Vendor Total:</b>		<b>222.52</b>
ROTH, TASHA	060121	MILEAGE	134.40	
		<b>Vendor Total:</b>		<b>134.40</b>
SD DEPARTMENT OF HUMAN SERVICES	043021	SERVICES	5,508.82	
		<b>Vendor Total:</b>		<b>5,508.82</b>
WELLMARK	211580000182	HEALTH INSURANCE	11,242.91	
		<b>Vendor Total:</b>		<b>11,242.91</b>
		<b>Fund Total:</b>		<b>41,835.07</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 51</b>	<b>FOOD SERVICE FUND</b>	
BIMBO BAKERIES	54162145684	BREAD	53.69	
BIMBO BAKERIES	54162145754	BREAD	110.30	
BIMBO BAKERIES	54162145786	BREAD	41.30	
		<b>Vendor Total:</b>		<b>205.29</b>
CARD SERVICES	051721	PURCHASED FOOD	94.75	
		<b>Vendor Total:</b>		<b>94.75</b>
CAREY, BLAINE	060121	REFUND LUNCH	53.41	
		<b>Vendor Total:</b>		<b>53.41</b>
CASH-WA DISTRIBUTING	12903456	FOOD PURCHASE	1,338.24	
CASH-WA DISTRIBUTING	12909144	FOOD PURCHASE/SUPPLIES	816.49	
CASH-WA DISTRIBUTING	12913326	FOOD PURCHASE	856.55	
CASH-WA DISTRIBUTING	12918557	FOOD PURCHASE/SUPPLIES	548.82	
CASH-WA DISTRIBUTING	12922873	FOOD PURCHASE/SUPPLIES	698.29	
CASH-WA DISTRIBUTING	12927655	FOOD PURCHASE/SUPPLIES	188.88	
CASH-WA DISTRIBUTING	CM2986711	PURCHASED FOOD	(44.01)	
CASH-WA DISTRIBUTING	CM3010987	PURCHASED FOOD	(10.40)	
		<b>Vendor Total:</b>		<b>4,392.86</b>
HAEDER, DONNA	060121	REFUND LUNCH	19.90	
		<b>Vendor Total:</b>		<b>19.90</b>
MUTCHELKNAUS, SCOTT	060121	LUNCH REFUND	42.90	
		<b>Vendor Total:</b>		<b>42.90</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
PETERSON, TONY	060121	REFUND LUNCH	23.55	
			<b>Vendor Total:</b>	<b>23.55</b>
WELLMARK	211580000182	HEALTH INSURANCE	967.50	
			<b>Vendor Total:</b>	<b>967.50</b>
WILLIAMS, AMY	060121	REFUND LUNCH	34.60	
			<b>Vendor Total:</b>	<b>34.60</b>
			<b>Fund Total:</b>	<b>5,834.76</b>
			<b>Checking Account Total:</b>	<b>120,050.13</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	1			
<b>Checking</b>	<b>1</b>	<b>Fund: 10 GENERAL FUND</b>		
BISHOP, ANGIE	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
BISHOP, JASON	061321	REIMBURSE	196.27	
		<b>Vendor Total:</b>		<b>196.27</b>
CENTURY BUSINESS PRODUCTS, INC	571621	COPIER	34.72	
		<b>Vendor Total:</b>		<b>34.72</b>
COLE PAPERS INC	9996464	MAINT. SUPPLIES	861.15	
		<b>Vendor Total:</b>		<b>861.15</b>
FOREMAN SALES & SERVICE	23894	BUS REPAIR	46.13	
		<b>Vendor Total:</b>		<b>46.13</b>
GROSS, KYLE	060921	REIMBURSE CLASS	50.00	
		<b>Vendor Total:</b>		<b>50.00</b>
INGALLS HOMESTEAD	1180	SUMMER CAMP TRIP	488.00	
		<b>Vendor Total:</b>		<b>488.00</b>
J W PEPPER & SONS INC	363372933	MUSIC	11.25	
J W PEPPER & SONS INC	363375639	MUSIC	55.00	
J W PEPPER & SONS INC	363375927	MUSIC	55.00	
J W PEPPER & SONS INC	363391642	MUSIC	55.00	
J W PEPPER & SONS INC	363408632	MUSIC	27.99	
		<b>Vendor Total:</b>		<b>204.24</b>
MCGILLVREY HEATING & COOLING CO	23532	REPAIRS	82.65	
		<b>Vendor Total:</b>		<b>82.65</b>
NORTHWEST PIPE FITTINGS, INC OF HURON	381097	MAINT. SUPPLIES	89.28	
NORTHWEST PIPE FITTINGS, INC OF HURON	381108	MAINT. SUPPLIES	83.88	
NORTHWEST PIPE FITTINGS, INC OF HURON	381174	MAINT. SUPPLIES	198.13	
		<b>Vendor Total:</b>		<b>371.29</b>
PLAINSMAN	18623	LEGALS	15.48	
PLAINSMAN	22215	LEGALS	12.38	
PLAINSMAN	22235	LEGALS	134.80	
PLAINSMAN	22463	LEGALS	33.70	
PLAINSMAN	22482	LEGALS	33.70	
PLAINSMAN	22604	LEGALS	33.70	
PLAINSMAN	22636	LEGALS	33.70	
PLAINSMAN	22668	LEGALS	33.70	
PLAINSMAN	22673	LEGALS	104.49	
PLAINSMAN	37353	LEGALS	108.36	
PLAINSMAN	37354	LEGALS	241.19	
		<b>Vendor Total:</b>		<b>785.20</b>
VISA	051221	WALMART/SCALE	21.17	
VISA	051921	DQ/FIELD TRIP	51.01	
VISA	052721	COUNTRY INN/ROOMS	4,427.55	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
VISA	052921	GAS	95.00	
VISA	061321	FEES	32.83	
VISA	1948462	HURON LUXURY/FIELD TRIP	487.50	
VISA	61321	PROCARE/ASP	49.00	
VISA	61321-2	WYLIE PARK	131.25	
VISA	9DE0119A-0013	ASP SUPPLIES	49.00	
		<b>Vendor Total:</b>		<b>5,344.31</b>
WALMART COMMUNITY/GECRB	052821	SUMMER CAMP SUPPLIES	407.56	
WALMART COMMUNITY/GECRB	060321	SUMMER CAMP SUPPLIES	337.53	
		<b>Vendor Total:</b>		<b>745.09</b>
WASTE MANAGEMENT OF HURON	6113204-1762-3	GARBAGE SERVICE	85.80	
		<b>Vendor Total:</b>		<b>85.80</b>
		<b>Fund Total:</b>		<b>9,344.85</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 21</b>	<b>CAPITAL OUTLAY FUND</b>	
INTEGRATED TECHNOLOGY & SECURITY	68922	CAMERA	744.19	
		<b>Vendor Total:</b>		<b>744.19</b>
STERLING COMPUTERS CORPORATION	98393	SERVER	6,782.51	
		<b>Vendor Total:</b>		<b>6,782.51</b>
		<b>Fund Total:</b>		<b>7,526.70</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 22</b>	<b>SPECIAL EDUCATION FUND</b>	
GEYER-FUHRMAN, RACHEL	061121	REMBURSE	82.26	
		<b>Vendor Total:</b>		<b>82.26</b>
VISA	50-20210519	LESSONPIX SUBSCRIPTION	36.00	
		<b>Vendor Total:</b>		<b>36.00</b>
WALMART COMMUNITY/GECRB	053121	SUPPLIES	173.39	
WALMART COMMUNITY/GECRB	060221	SUPPLIES	41.44	
		<b>Vendor Total:</b>		<b>214.83</b>
		<b>Fund Total:</b>		<b>333.09</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 51</b>	<b>FOOD SERVICE FUND</b>	
VISA	52721	SAFESERVE CLASS	49.95	
		<b>Vendor Total:</b>		<b>49.95</b>
		<b>Fund Total:</b>		<b>49.95</b>
		<b>Checking Account Total:</b>		<b>17,254.59</b>

## Wolsey Wessington School District 2-6 Financial Statement for May 2021

	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION	PRESCHOOL DRIVERS ED	CANS	TRUST & AGENCY
<b>Balance - Apr 30 2021</b>	\$677,795.93	\$2,323,193.44	\$600,174.65	\$5,416.87	(\$19,649.09)	\$83,391.49
<b>RECEIPTS:</b>						
Taxes	\$340,856.60	\$422,642.94	\$279,226.90			
Interest Earned	\$30.89					\$0.77
Lunch money					\$491.50	
Sports	\$1,200.00					
State Aid	\$111,122.00					
State Apportionment						
Student Activities						\$10,763.26
Fed grants			\$29,472.00		\$40,810.39	
Fee						
Transfer						
Medicaid	\$3,951.69		\$856.76			
Misc	\$6,912.21	\$200.00			\$49.46	
Transfer						
<b>Total May Revenue</b>	<u>\$464,073.39</u>	<u>\$422,842.94</u>	<u>\$309,555.66</u>	<u>\$0.00</u>	<u>\$41,351.35</u>	<u>\$10,764.03</u>
<b>TOTAL (Beg. Bal. plus Revenue)</b>	\$1,141,869.32	\$2,746,036.38	\$909,730.31	\$5,416.87	\$21,702.26	\$94,155.52
Less May Disbursements	\$253,514.30	\$271,260.30	\$81,367.82	\$2,756.69	\$22,337.47	\$9,867.32
<b>*CASH BALANCE - May 31, 2021</b>	<u>\$888,355.02</u>	<u>\$2,474,776.08</u>	<u>\$828,362.49</u>	<u>\$2,660.18</u>	(\$635.21)	<u>\$84,288.20</u>
<b>*General Fund Cash Balance includes:</b>						
American Bank and Trust--Wolsey & Heartland State Bank-Wessington	\$888,085.02					
Postage Fund	\$50.00					
Cash Change Fund	\$220.00					
<b>*CANS Cash Balance Includes:</b>						
Cash Change Fund					\$20.00	

TO THE BOARD OF EDUCATION FOR WOLSEY WESSINGTON SCHOOL DISTRICT #2-6  
MONTHLY REPORT OF TRUST & AGENCY ACCOUNTS: Apr 2021

<u>ACCOUNT</u>	<u>BALANCE</u> <u>July 1, 2020</u>	<u>RECEIPTS</u> <u>Yr-to-date</u>	<u>EXPENDITURES</u> <u>Yr-to-date</u>	<u>BALANCE</u>
Imprest Fund	\$2,140.88	\$36,867.30	\$39,605.06	(\$596.88)
HS Student Council	(\$72.79)	\$6,532.44	\$4,307.51	\$2,152.14
Elem/MS Student Council	\$248.46			\$248.46
HS Pop	\$2,502.63	\$1,526.40	\$1,189.98	\$2,839.05
Class of '19	\$760.59			\$760.59
Class of '20	\$743.48			\$743.48
Class of '21	\$3,133.13		\$2,802.12	\$331.01
Class of '22	\$5,034.50	\$233.00	\$2,373.48	\$2,894.02
Class of '23	\$395.89	\$2,494.00	\$1,002.73	\$1,887.16
Class of '24	\$688.31	\$142.00		\$830.31
Cheerleaders	\$1,174.50	\$5,473.00	\$5,707.20	\$940.30
Track	\$3,986.42	\$500.00	\$300.00	\$4,186.42
Volleyball	\$13,648.75	\$7,383.50	\$7,239.81	\$13,792.44
BBB/Football	\$844.98	\$21,975.00	\$17,587.75	\$5,232.23
GBB	\$4,694.17	\$4,577.50	\$2,483.30	\$6,788.37
Clearing Account				
Interest	\$603.54	\$9.11		\$612.65
Miscellaneous	\$237.41	\$28,035.61	\$23,223.06	\$5,049.96
FFA	\$12,858.49	\$11,370.83	\$5,867.63	\$18,361.69
Music	\$16,967.48	\$7,164.04	\$26,099.61	(\$1,968.09)
National Honor Society	\$634.51	\$144.90		\$779.41
Cross Country	\$1,629.86	\$547.50	\$332.82	\$1,844.54
Medical Careers	\$3,654.03	\$3,734.57	\$3,826.90	\$3,561.70
Journalism	\$477.35			\$477.35
Drama	\$566.91			\$566.91
WILD	\$324.05			\$324.05
Interact	\$360.28			\$360.28
Wrestling	\$1,439.75	\$300.00		\$1,739.75
Explorer	\$576.92			\$576.92
PTO	\$2,490.40			\$2,490.40
Scholarships	\$4,950.00	\$1,000.00	\$300.00	\$5,650.00
Snow Queen	\$1,241.58	\$340.00	\$750.00	\$831.58
	<u>\$88,936.46</u>	<u>\$140,350.70</u>	<u>\$144,998.96</u>	<u>\$84,288.20</u>

Balance per Check Stub	<u>\$84,288.20</u>
Beg. Bal. per Bank Statement	<u>\$92,103.27</u>
Less: Outstanding Checks	<u>\$7,815.07</u>
Plus: Deposits in Transit	<u>\$0.00</u>
Ending Bal. per Bank Statement	<u>\$84,288.20</u>

I hereby certify that to the best of my knowledge the records of the Trust & Agency accounts are accurate and up to date.

Respectfully submitted,

Amy Langbehn  
Business Manager

## SECTION A: FOUNDATION AND BASIC COMMITMENTS

Section A contains policies, regulations, and exhibits related to the [districtschoolCooperative](#)'s legal role in providing public education and the basic principles underlying school board governance.

AA	Cooperative Legal Status
AC	Nondiscrimination in Federal Programs
AC-E (1)	Complaint Form
AC-E (2)	Appeal to Director Form
AC-E (3)	Appeal to Board Form
ACAA	Sexual Harassment
<u>ACAA-R(1)</u>	<u>Sexual Harassment - Regulations</u>
ACAA-E (1)	Sexual Harassment Complaint Form
ACAA-E (2)	Appeal Form to Director
ACAA-E (3)	Appeal Form to Board
ACB	Nondiscrimination on the Basis of Handicap/Disability
AG	Attested Hearings
AH	Conflict Disclosure and Authorization
AH-E (1)	Conflict Disclosure and Authorization – Request for School Board Waiver
AH-E (2)	Conflict Disclosure and Authorization – Waiver Authorization Pursuant to SDCL 3-23-3

**COOPERATIVE LEGAL STATUS**

The United States Constitution leaves to the individual states responsibility for public education.

In South Dakota, the legislature is charged by the Constitution “to establish and maintain a general and uniform system of public schools” which is open to all children and free from sectarian control.

~~Core Educational Cooperative was established for the purpose of maximizing the cooperative effort among school district Cooperatives to provide academic and educational services, cooperative purchasing and other services deemed appropriate by a majority vote of the governing board and in keeping with the laws of the State of South Dakota.~~

~~This cooperative constitutes an educational service provider under the name of Core Educational Cooperative, No. 11202 of Brule County, South Dakota.~~

**State Reference**

SD Constitution Article 22  
 SD Constitution Article 26 - 18  
 SD Constitution Article 9 - 1  
[SDCL 13-5-31](#)

**Description**

Compact with the United States  
 Freedom of Religion  
 Uniform system of free public schools  
[Cooperative Educational Service Units](#)

**Federal Reference**

US Constitution 10<sup>th</sup> Amendment

**Description**

Powers of the states and people

**Policy Reference**

BB

**Description**

School Board Legal Status

Written: [5/1/2018](#)  
 Adopted: [7/19/2018](#)  
 Reviewed:  
 Revised: [5/10/2021](#)

## NONDISCRIMINATION IN FEDERAL PROGRAMS

The [Wolsey-Wessington SchoolCORE Educational Cooperative](#) will not violate any of the provisions of applicable federal programs, statutes or regulations, including but not limited to Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), NCLB and McKinney-Vento Act (homeless children). The [Wolsey-Wessington SchoolCORE Educational Cooperative](#) will not discriminate in any of its policies and programs on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

The [Wolsey-Wessington SchoolEducational Cooperative](#) will provide the following:

1. an adequate, reliable, and impartial investigation of complaints, including the opportunity for the complainant and alleged perpetrator to present witnesses and provide evidence;
2. evaluation of all relevant information and documentation relating to a complaint of discrimination;
3. specific, reasonably prompt time frames at each stage of the grievance process;
4. written notice to all parties within a specified timeframe of the outcome or disposition of the grievance at each stage of the process;
5. an opportunity to appeal the findings or remedy, or both;
6. an assurance that the [SchoolCooperative](#) will take steps to prevent recurrence of any discrimination and correct discriminatory effects on others; and
7. language in the policies and grievance procedures indicating that any attempts to informally or voluntarily resolve the complaint or grievance should not delay the commencement of the [SchoolCooperative](#)'s investigation.

In compliance with applicable federal laws and regulations, the Board has appointed the [SuperintendentDirector](#) as the [SchoolCooperative](#)'s Compliance Officer to coordinate program compliance with federal programs. The [SuperintendentDirector](#) can be reached at:

[Wolsey-Wessington SchoolCORE Educational Cooperative](#)  
[375 Ash St612 S. Main Street](#)  
[PO Box 518](#)  
[Wolsey, SD 57384Platte, SD 57369](#)  
 Phone #: 605-[883-4221337-3178](#)

A complaint may also be filed with the United States Office for Civil Rights, U.S. Department of Education at: 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106: Telephone: (816) 268-0550; Facsimile: (816)268-0599; Telecommunication Device for the Deaf: (877) 521.2172; E-mail: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

### COMPLAINT PROCEDURE

The [Wolsey-Wessington SchoolCORE Educational Cooperative](#) has adopted a specific procedure to ensure that parental/student/public complaints related to the provisions of applicable federal programs, statutes or regulations, including claims of retaliation are addressed. The [SchoolCooperative](#) will not discriminate, in any of its policies and programs, on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

The purpose of this complaint procedure is to outline a procedure for addressing parental/student/public complaints about federal program compliance and/or discrimination. *Complaints against [school/cooperative](#) employees and complaints related to sexual harassment are addressed through other [school/cooperative](#) policies and not through this policy.*

For the purposes of this policy, a “complaint” is a perceived or alleged violation of federal programs, statutes or regulations (e.g., Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), NCLB, McKinney-Vento Act (homeless children), etc.) and/or discrimination in a policy and/or program on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

To protect the confidentiality of all concerned, it is imperative that any schoolcooperative employee in receipt of a complaint treat the complaint as confidential and that the complaint not be reproduced in any form, nor disclosed or discussed with any person other than those identified as proper recipients of the complaint (i.e., supervisor, the superintendentdirector, or board).

When a federal program compliance complaint or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints) is brought directly to an individual board member or the entire Board, the board member or entire Board may listen to the person’s complaint but shall take no action unless there has been compliance with this Policy. The person bringing the complaint will be directed to the procedure as set forth below. The following procedure is designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the employee against whom the complaint is made. It is only when the person having the complaint and the employee involved cannot resolve the problem, and the complaint cannot be resolved at the administrative level, will the Board and board members become involved.

Should it be determined that discrimination or harassment occurred based on race, color, national origin, age or sex, the SchoolCooperative will take steps to prevent recurrence of any discrimination or harassment and to correct its discriminatory effects on others, if appropriate.

#### **STEP 1: Initial Complaint**

**A.** The person having the complaint related to federal program compliance or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints), the person must initiate the complaint procedure in one of the following ways:

- meet and discuss the concern with the Employee involved; OR
- meet and discuss the concern with the Employee’s Supervisor/SuperintendentDirector.

1. If the Complainant met with the Employee and the complaint was not resolved, the Complainant must meet and discuss the complaint with the Superintendentvisor/Director within ten (10) calendar days of the meeting with the Employee. The Superintendentvisor/Director shall complete a Complaint Form, Exhibit AC-E (1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its content.
2. If the Complainant initiates the complaint by meeting with the Superintendentvisor/Director, the Superintendentvisor/Director shall complete a Complaint Form, Exhibit AC-E (1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its contents.

**B.** Upon the Complaint Form being signed and dated by the Complainant, the complaint shall be given to the Compliance Officer (Superintendentvisor/Director). The Superintendent visor/Director shall also give a copy of the complaint to the Employee and schedule an informal meeting with only the Complainant, Employee and Superintendentvisor/Director present. At the meeting, the Superintendent visor/Director shall attempt to facilitate discussion between the Complainant and Employee by seeking clarification of the issue(s) and seeking a resolution to the complaint. However, attempts to informally or voluntarily resolve the complaint should not delay the commencement of the SchoolCooperative’s investigation. Should a resolution be obtained, the resolution shall be noted on the Complaint Form. Should a resolution not be obtained, the Complainant and/or the Employee may request a decision by the Superintendentvisor/Director on the merits of the complaint by making the request on the Complaint Form.

**C.** If the Superintendentvisor/Director is asked to make a decision on the merits of the complaint, the Superintendentvisor/Director has the authority to investigate the complaint beyond the information received from the Complainant and Employee during the meeting with the Complainant, Employee and SuperintendentDirector. During the Superintendentvisor/Director’s investigation the complainant and alleged perpetrator shall both have the opportunity, at separate times, to present witnesses and provide evidence to the Superintendentvisor/Director. The Superintendentvisor/Director shall evaluate all relevant information and documentation related to the complaint of discrimination or harassment and shall render a decision in writing within fourteen (14) calendar days of the request for

a decision on the merits of the complaint. The time frame for rendering a decision by the Superintendent/Supervisor/Director may be extended by the Superintendent/Supervisor/Director for good cause and upon written notification to the Complainant and Employee. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant and the Employee shall receive written notification of the Supervisor/Director's determination/resolution.

- D. The Superintendent/Supervisor/Director's decision may be appealed by the Complainant or Employee to the Board within (10) ten calendar days of receipt of the Superintendent/Supervisor/Director's written decision pursuant to Step 2. If the Superintendent/Supervisor/Director does not render a written decision within the required time frame (14 days unless extended) the Complainant or Employee may appeal to the Board pursuant to Step 2.

*Should the complaint be against a Director, the Board shall address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the Board pursuant to Step 3.*

*Should the complaint be against the Director the Complaint Form, Exhibit AC-E (1), shall be given to the Business Manager. The Business Manager shall give the Complaint Form to the Board President or Chairperson. At the Board meeting, the Board will designate a person who is not an Employee of the District School Cooperative to address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the Board pursuant to Step 2.*

## **STEP 2: Complainant's Appeal to the Board**

The following procedure shall be used to address an appeal of the Supervisor's/Director's decision made in Step 2, or if the Superintendent/Director failed to render a decision in the required time frame:

- A. An appeal to the Board shall be in writing using Exhibit AC-E (3). The Complainant must attach the complaint, the Superintendent/Supervisor's written decision if a decision was rendered, the appeal to the Superintendent/Director, the response to the appeal if any, and the Director's-Superintendent's decision if one was rendered.
- B. The appeal must be filed with the President/Chairperson of the Board or Business Manager within ten (10) calendar days of Complainant's receipt of the Superintendent/Director's written decision, or within ten (10) days of the deadline for the Superintendent/Director's written decision, whichever comes first.
- C. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the Employee involved.
- D. Upon receipt of an appeal to the Board, the Board shall schedule a date, time and location for the appeal hearing.
- E. The following procedure shall be applicable at the appeal hearing before the Board:
  1. The Board shall appoint a board member or a person who is not an employee of the School Cooperative as the Hearing Officer.
  2. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session.
  3. The Complainant, Employee and Superintendent/Director each have the right to be represented at the hearing.
  4. The Board shall make a verbatim record of the hearing by means of an electronic device or a court reporter. This record and any exhibits must be sealed and must remain with the Hearing Officer until the appeal process has been completed.
  5. The issue on appeal is whether the Superintendent/Director's decision should be upheld, reversed or modified by the Board; in the absence of a decision by the Superintendent/Director, the Board will make a decision on the merits of the complaint.
  6. All parties shall be given the opportunity to make an opening statement, with the Complainant being given the first opportunity, followed by the Employee and then the Superintendent/Director.

7. The Complainant shall present his or her case first, and the Employee shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The Hearing Officer and board members may ask questions of any witness.
8. After the Complainant and the Employee have presented their respective cases, the SuperintendentDirector shall then present the basis of his/her decision which led to the appeal, if a decision was rendered. The Complainant and Employee shall have the opportunity to ask the SuperintendentDirector questions. The Hearing Officer and board members may also ask questions of the SuperintendentDirector.
9. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the Hearing Officer rules otherwise. All witnesses must take an oath or affirmation administered by the Board President/ Chairperson, Hearing Officer or other person authorized by law to take oaths and affirmations.
10. The Hearing Officer shall admit all relevant evidence. The Hearing Officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist., 281 N.W.2d 595. 602 (S.D. 1979) ("This [school board hearing related to teacher contract nonrenewal] does not mandate nor necessitate the use of strict evidentiary rules.")*.
11. Both parties shall be given the opportunity to make a closing statement, with the Complainant having the first opportunity, followed by the Employee, and then the Superintendent-Director. The Complainant shall be given the opportunity for a brief rebuttal.
12. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the Hearing Officer may meet with the Board during deliberations. During deliberations, the Board may seek advice from an attorney who did not represent any of the parties in the hearing. Consultation with any other person during deliberation may occur only if a representative of the Complainant, Employee and SuperintendentDirector are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date.
13. Within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to the Complainant, Employee and SuperintendentDirector. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.
14. The decision of the Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will reconvene in open session. The Board may uphold, reverse, or modify the SuperintendentDirector's decision, or render a decision on the merits of the complaint in the absence of a Superintendenta-Director's decision. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion, shall be in writing and approved by the Board. The Complainant, Employee, Supervisor, and SuperintendentDirector will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the Board.
15. If the Complainant is dissatisfied with the Board's decision, the Complainant may appeal the decision by filing an appeal to the circuit court pursuant to SDCL Ch. 13-46.

#### **State Reference**

SD Constitution Article 6  
 SDCL 13-37  
 SDCL 20-12  
 SDCL 20-13

#### **Description**

Bill of Rights  
 Special assistance and related services  
 Municipal and county protection of human rights  
 Human rights

#### **Federal Reference**

Public Law 94-142  
 Title VI, Civil rights Act of 1964

#### **Description**

Education for All Handicapped Children Act of 1975  
 Nondiscrimination in Federally Assisted Programs

Title VII, Civil Rights Act of 1964	Prohibits discrimination by covered employers on the basis of race, color, religion, sex or national origin
USC Title 20 Chapter 38 §§1681-1688	Discrimination Based on Sex or Blindness
USC Title 29 Chapter 14	Age Discrimination in Employment
USC Title 29 Chapter 16 §701	Vocational Rehabilitation
USC Title 42 Chapter 76 §6101-6103	Age discrimination in Federally Assisted Programs

<b>Policy Reference</b>	<b>Description</b>
ACB	NONDISCRIMINATION ON THE BASIS OF HANDICAP/DISABILITY
FEFA	CONTRACTOR'S FAIR EMPLOYMENT CLAUSE
GBA	EQUAL OPPORTUNITY EMPLOYMENT
JB	EQUAL EDUCATIONAL OPPORTUNITIES

Written: 12/4/2016  
 Adopted: 8/3/2017  
 Reviewed:  
 Revised: 7/19/2018

**NONDISCRIMINATION IN FEDERAL PROGRAMS  
COMPLAINT REPORT FORM**

Date Form

Completed: \_\_\_\_\_

Form Completed by:

\_\_\_\_\_

Person Filing the Complaint (Complainant):

\_\_\_\_\_

\_\_\_\_\_

Address/Phone # of Complainant:

\_\_\_\_\_

\_\_\_\_\_

Employee Involved:

\_\_\_\_\_

Nature of Complaint: The person making the complaint shall with specificity identify the basis of the complaint (i.e., what, when, where, witnesses, and any other pertinent information).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (use additional sheets if necessary).

**FILE: AC-E (1)**  
**PAGE 2 of 2**

Was a meeting held between the person having the complaint and the employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If a meeting was held, when was it held, what happened at the meeting and what was the outcome of the meeting: \_\_\_\_\_

If a meeting was not held, explain why not: \_\_\_\_\_

Resolution requested/sought by complainant: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Official Completing the Report Form

Step 1 mutually agreeable resolution was reached:

Yes \_\_\_\_\_ No \_\_\_\_\_

If resolution, manner in which the complaint was resolved:

Complainant (initial/date) \_\_\_\_\_ Employee (initial/date) \_\_\_\_\_





ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT, SUPERVISOR'S DECISION, APPEAL TO THE DIRECTOR (Exhibit ACAA-E (2)), EMPLOYEE'S STEP 2 WRITTEN RESPONSE, AND DIRECTOR'S DECISION.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Business Manager

Adopted: 8/3/2017  
Reviewed: 5/1/2018  
Revised: 7/19/2018

FILE: ACAA

## SEXUAL HARASSMENT

### SECTION 1 – Policy Statement

The School Cooperative does not discriminate on the basis of sex in any education program that it operates, including admission and employment. The School Cooperative is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the Cooperative may be referred to the Cooperative's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. (34 CFR § 106(b)(1))

The Wolsey-Wessington School CORE Educational Cooperative is committed to an environment which is free from sexual harassment and conducive to all. Sexual harassment can inhibit a student's educational opportunities and an employee's work. Sexual harassment of cooperative employees, cooperative volunteers, parents, guests, students, visitors and vendors of the cooperative shall also not be tolerated and is strictly prohibited.

All school cooperative employees, cooperative volunteers, parents, guests, students, visitors and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with cooperative policies. This policy prohibiting sexual harassment shall apply to all including students, school cooperative employees, school cooperative volunteers, parents, guests, visitors and vendors while on school cooperative property, while attending or participating in school cooperative activities, on school cooperative-owned property or on non-school cooperative property, while in any school cooperative-owned or leased vehicle, or when in a private vehicle located on school cooperative property.

Federal law (34 CFR § 106.30) defines “sexual harassment” as conduct on the basis of sex that satisfies one or more of the following: (34 CFR § 106.30)

1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity;  
or
3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. (34 CFR § 106.8(a))

Any student who believes that he or she has been or is being subjected to sexual harassment or has reason to suspect another person has been or is being subjected to sexual harassment may also report it to a teacher, guidance counselor, or school administrator. The report may be made verbally or in writing.

The School Cooperative’s response shall treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies with Title IX requirements before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. (34 CFR § 106.44(a))

## **II. Designation of Title IX Coordinator**

The Board has designated the following Cooperative employee to coordinate its efforts to comply with its responsibilities as set forth in 34 CFR Part 106, who shall be referred to as the “Title IX Coordinator.” (34 CFR § 106.8(a))

Name or Title: Jennifer Boomsma-Kelsey Valerie

Johnson

Office Address: 375 Ash St, Wolsey, SD 57384612 S. Main Street, Box 518 Platte, SD 57369

Email Address:

jennifer.boosmavalerie.johnson@k12.sd.us

Telephone Number: 605-883-4221337-3178

The School Cooperative shall notify applicants for employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the School Cooperative, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator. (34 CFR § 106.8(a))

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. (34 CFR § 106.30(a))

### **III. Dissemination of Policy**

The SchoolCooperative shall notify persons entitled to the notification under Section I. above that the SchoolCooperative does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and this policy not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX to the SchoolCooperative may be referred to the SchoolCooperative's Title IX Coordinator, to the U.S. Assistant Secretary of Education, or both.

The SchoolCooperative shall prominently display the contact information required to be listed for the Title IX Coordinator on its website, and in each handbook or catalog that it makes available to persons entitled to a notification pursuant to Section I. above. (34 CFR § 106.8(b))

### **IV. Adoption of Grievance Procedures**

The SchoolCooperative has adopted and published grievance procedures (ACAA-R(1), Sexual Harassment – Regulations) that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX and this policy. The SchoolCooperative shall provide to persons entitled to a notification under Section I above notice of the SchoolCooperative's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the SchoolCooperative will respond. (34 CFR § 106.8(c))

### **V. Definitions (34 CFR § 106.30(a), except when otherwise indicated)**

- a. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the SchoolCooperative's Title IX Coordinator or any official of the SchoolCooperative who has authority to institute corrective measures on behalf of the SchoolCooperative, or to any employee of an elementary and secondary school. Imputation of knowledge based solely on vicarious liability (when a person has a particular legal relationship to the person who acted negligently) or constructive notice (deeming notice of something to a person having been given, even though actual notice did not exist) is insufficient to constitute actual knowledge. This standard is not met when the only official of the recipient with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the SchoolCooperative.
- b. “Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c. “Dating violence” means violence committed by a person:
  1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    1. i. the length of the relationship.
    - ii. the type of relationship.
    - iii. the frequency of interaction between the persons involved in the relationship. (34 U.S.C. 12291(a)(10))
- d. “Decision-maker” means the school administrator who has primary responsibility and authority related to students, staff and attendance center where the alleged sexual harassment occurred, unless otherwise designated by the Board, and who has the authority to make a determination on the complaint as to responsibility of the respondent. (ASBSD sample definition)

- e. “Domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. (34 U.S.C. 12291(a)(8))
- f. “Education program or activity” includes locations, events, or circumstances over which the School Cooperative exercised substantial control over both the respondent and the context in which the sexual harassment occurs. (34 CFR § 106.44(a))
- g. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School Cooperative investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School Cooperative. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the School Cooperative.
- h. “Document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School Cooperative) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Should the Title IX Coordinator sign the formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and the Title IX Coordinator must comply with the Title IX requirements.
- i. “Notice” includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.
- j. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- k. “Sexual assault” means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent. (20 U.S.C. 1092(f)(6)(A)(v))
- l. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:  
  1. fear for his or her safety or the safety of others; or
  2. suffer substantial emotional distress. (34 U.S.C. 12291(a)(30))
- m. “Supportive measures” means nondisciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Cooperative’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School Cooperative’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, escorting the complainant while on School Cooperative property or while a School Cooperative off-campus activity, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

## **VI. School Cooperative’s Response to Sexual Harassment (34 CFR § 106.44)**

A. General response to sexual harassment. Regardless of whether or not a formal complaint is filed, should the School Cooperative have actual knowledge of sexual harassment in a School Cooperative educational program or activity against another person in the United States, the School Cooperative shall respond promptly in a manner that is not deliberately indifferent (i.e., if the School Cooperative's response to sexual harassment is clearly unreasonable in light of the known circumstances).

The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

B. Response to a formal complaint. In response to a formal complaint, the School Cooperative shall follow the grievance process as set forth in ACAA-R(1), Sexual Harassment – Regulations.

C. Time frames. The timeframes set forth in the regulations shall be considered as a maximum length of time within which the related step is to be completed, however, the time frames may be extended for good cause upon written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause includes, but is not limited to, utilization of the informal resolution process, availability of an investigator if not a school employee, complexity of the investigation, absence of a party, a party's advisor, a witness, or decision-maker (including a person necessary for addressing an appeal), concurrent law enforcement activity, or the need for language assistance or accommodation of disabilities.

D. Emergency removal. Nothing in Title IX regulations or this policy prohibits the School Cooperative from removing a respondent from the School Cooperative's education program or activity on an emergency basis, provided that the School Cooperative undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal, however, nothing in Title IX regulations or this policy may be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Additionally, nothing in the Title IX regulations or this policy prohibits the School Cooperative from placing an employee respondent on administrative leave during the pendency of a grievance process, however, nothing in Title IX regulations or this policy may be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

## **VII. Informal Resolution (34 CFR § 106.45(b)(9))**

A. The School Cooperative may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy.

B. The School Cooperative may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed.

C. At any time prior to reaching a determination regarding responsibility the School Cooperative may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School Cooperative:

1. provides to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at

any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

2. obtains the parties' voluntary, written consent to the informal resolution process; and
3. does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **VIII. SchoolCooperative's Grievance Process for Formal Complaints of Sexual Harassment** (34 CFR § 106.45(b))

- A. For the purpose of addressing formal complaints of sexual harassment, the SchoolCooperative's grievance procedure as set forth in ACAA-R(1), Sexual Harassment – Regulations, shall be followed. There must be compliance with the requirements of this section, and any provisions, rules, or practices other than those required by this section that the SchoolCooperative adopts as part of its grievance process for handling formal complaints of sexual harassment must apply equally to both parties.
- B. Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following written notice to the parties who are known (34 CFR § 106.45(b)(2))
  1. Notice of the SchoolCooperative's grievance process, including any informal resolution process.
  2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice must include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice shall inform the parties of any provision in the SchoolCooperative's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- C. The SchoolCooperative shall treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent. Remedies may be disciplinary in nature. Such remedies may include the same individualized services identified as supportive measures. Remedies must be designed to restore or preserve equal access to the SchoolCooperative's education program or activity. (34 CFR § 106.45(b)(1)(i))
- D. The SchoolCooperative shall follow the grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. (34 CFR § 106.44(a))
- E. Investigation of a formal complaint. When investigating a formal complaint and throughout the grievance process, the SchoolCooperative:
  1. shall have the burden of proof and the burden of gathering evidence sufficient to reach a determination, and the parties shall not have either burden; (34 CFR § 106.45(b)(5)(i))
  2. cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the SchoolCooperative obtains that party's voluntary, written consent to do so for a grievance process

under this section. If a party is not an “eligible student,” (i.e., student who has reached 18 years of age), the School Cooperative must obtain the voluntary, written consent of a “parent,” (i.e., natural parent, guardian, or an individual acting as a parent in the absence of a parent or a guardian; (34 CFR § 106.45(b)(5)(i))

3. shall provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; (34 CFR § 106.45(b)(5)(ii))
4. shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence; provided, however, nothing in this provision prohibits the School Cooperative from taking disciplinary action due to a party retaliating against any person due to that person having made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. (34 CFR § 106.45(b)(5)(iii))
5. shall provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School Cooperative may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties. (34 CFR § 106.45(b)(5)(iv))

F. There shall be an objective evaluation of all relevant evidence, and credibility determinations may not be based on a person’s status as a complainant, respondent, or witness. (34 CFR § 106.45(b)(1)(ii))

G. No individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by the School Cooperative to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. (34 CFR § 106.45(b)(1)(iii))

H. The Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process, shall receive training on the definition of sexual harassment, the scope of the School Cooperative’s education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. (34 CFR § 106.45(b)(1)(iii))

1. The decision-makers shall receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant.
2. The investigators shall receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
3. No materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, may rely on sex stereotypes, and training materials must promote impartial investigations and adjudications of formal complaints of sexual harassment.

I. Until a determination regarding responsibility is made at the conclusion of the grievance process, the respondent is presumed to not be responsible for the alleged conduct. (34 CFR § 106.45(b)(1)(iv); 34 CFR § 106.45(b)(2)(i)(B))

J. The School Cooperative’s grievance procedure as set forth in ACAA-R(1), Sexual Harassment – Regulations, shall:

1. include a reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the SchoolCooperative offers informal resolution processes; (34 CFR § 106.45(b)(1)(vi))
  2. include a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities; (34 CFR § 106.45(b)(1)(v))
  3. include the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the SchoolCooperative may implement following any determination of responsibility; (34 CFR § 106.45(b)(1)(vi))
  4. state that for all formal complaints of sexual harassment filed against students and employees, the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard. (34 CFR § 106.45(b)(1)(vii))
  5. include the procedures and permissible bases for the complainant and respondent to appeal; (34 CFR § 106.45(b)(1)(viii))
  6. describe the range of supportive measures available to complainants and respondents; (34 CFR § 1045(b)(1)(ix)) and
  7. not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. (34 CFR § 106.45(b)(1)(x))
- K. If, in the course of an investigation, the SchoolCooperative decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to provision B in this section, the SchoolCooperative shall provide notice of the additional allegations to the parties whose identities are known. (34 CFR § 106.45(b)(2)(ii))
- L. Any party whose participation is invited or expected, shall be given written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. (34 CFR § 106.45(b)(5)(v))
- M. All parties shall have equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. (34 CFR § 106.45(b)(5)(vi))
- N. Prior to completion of the investigative report, the SchoolCooperative must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report. (34 CFR § 106.45(b)(5)(vi))
- O. The investigator shall create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination by a decision-maker regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. (34 CFR § 106.45(b)(5)(vii))
- P. No adversarial hearing shall be held unless the determination of the Superintendent is appealed to the Board, or unless the Superintendent recommends the long term suspension or expulsion of a student, or the suspension without pay or termination of employment of an employee. (34 CFR § 106.45(b)(6)(ii))
- Q. The SuperintendentDirector may also make a recommendation to the Board that an employee determined to having sexually harassed another person be suspended without pay or the person's employment with

the SchoolCooperative be terminated. Should either recommendation be given by the Superintendent, a formal adversarial hearing shall be held before the Board as set forth in ACAA-R(1), Sexual Harassment – Regulations. (34 CFR § 106.45(b)(8)(ii))

## **IX. Appeal**

- A. Both parties have the right to appeal to the Board the Superintendent’s determination regarding responsibility, and also from a dismissal of a formal complaint or any allegations therein, on the following bases:
1. Procedural irregularity that affected the outcome of the matter; (34 CFR § 106.45(b)(8)(i)(A))
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; (34 CFR § 106.45(b)(8)(i)(B)) and
  3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter. (34 CFR § 106.45(b)(8)(i)(C))
- B. As to all appeals, the Title IX Coordinator shall: (34 CFR § 106.45(b)(8)(iii))
1. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
  2. ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
  3. ensure that the decision-maker(s) for the appeal complies with the standard of evidence as required in this policy;
  4. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
  5. ensure that a written decision is issued describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

## **X. Consolidation of Formal Complaints**

The SchoolCooperative may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this section to the singular “party,” “complainant,” or “respondent” include the plural, as applicable. (34 CFR § 106.45(b)(4))

## **XI. Dismissal of a Formal Complaint.**

- A. The SchoolCooperative must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved, did not occur in the SchoolCooperative’s education program or activity, or did not occur against a person in the United States, then the SchoolCooperative must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment, however the dismissal does not preclude action under another provision of the SchoolCooperative’s code of conduct. (34 CFR § 106.45(b)(3)(i))
- B. The SchoolCooperative may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: (34 CFR § 106.45(b)(3)(ii))
- a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
  - b. the respondent is no longer enrolled in or employed by the SchoolCooperative; or specific circumstances prevent the SchoolCooperative from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

c. Upon a dismissal required or permitted pursuant to Section A. or B. above, the SchoolCooperative shall promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. (34 CFR § 106.45(b)(3)(iii))

## **XII. Recordkeeping (34 CFR § 106.45(b)(10))**

- A. The SchoolCooperative shall maintain for a period of seven years records of:
1. each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. any appeal and the result therefrom;
  3. any informal resolution and the result therefrom; and
  4. all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. A recipient must make these training materials publicly available on its website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.
- B. For each response required under XII.A., the SchoolCooperative shall create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the recipient's education program or activity. If the complainant is not provided with supportive measures, the SchoolCooperative shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

## **XIII. Retaliation Prohibited (34 CFR § 106.71)**

- A. Neither the SchoolCooperative or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.
- B. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by title IX or this policy, constitutes retaliation.
- C. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination pursuant to the SchoolCooperative's Nondiscrimination Policy.
- D. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this provision.
- E. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy does not constitute retaliation prohibited by this policy, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

## **XIV. Confidentiality**

- A. The SchoolCooperative shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA), or as required by law, or to carry out the purposes of Title IX (34 CFR part 106), including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. (34 CFR § 106.71(a))

B. The School Cooperative shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School Cooperative to provide the supportive measures. (34 CFR § 106.30(a))

~~The Cooperative shall investigate all reported instances involving sexual harassment. Attempts to informally or voluntarily resolve the complaint should not delay the commencement of the Cooperative's investigation. Unless a different person is designated by the Director to conduct the investigation, the administrator of the attendance center/site where the sexual harassment is alleged to have occurred is responsible for investigating the alleged sexual harassment. Allegations of sexual harassment may also be reported by the administration to other authorities, including but not limited to law enforcement.~~

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

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

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

~~Complaints against cooperative employees and complaints related to bullying are addressed through other policies and not through this policy.~~

## **SECTION 2 – Sexual Harassment Defined**

~~Sexual harassment is defined as sexually oriented words and actions which tend to annoy, alarm or be physically or verbally abusive toward another person and which serve no legitimate or valid purpose regardless of the intent of the person accused of the sexually harassing conduct. Not all harassment falls within the definition of sexual harassment (i.e., harassment that is of a sexual nature). Other laws, regulations and policies also prohibit inappropriate conduct and provide a means for addressing inappropriate conduct should it occur.~~

~~Sexual harassment is a specific type of harassment which is prohibited under this policy. Examples of sexual harassment include, but are not limited to:~~

- ~~\_\_\_\_\_ 1. Unwelcome sexual flirtations, advances or propositions;~~
- ~~\_\_\_\_\_ 2. Verbal comments, jokes, or abuse of a sexual nature;~~
- ~~\_\_\_\_\_ 3. Graphic verbal comments about an individual's body;~~

- 4. Sexually degrading words used to describe an individual;
- 5. Displaying pornographic material;
- 6. Physical contact or language of a sexually suggestive nature.

**SECTION 3 – Sexual Harassment Reporting Procedure**

Any individual who believes that he or she has been or is being subjected to sexual harassment or has reason to suspect another person has been or is being subjected to sexual harassment should immediately report it to a supervisor or director. The report may be made verbally or in writing. A report may be made anonymously, although disciplinary action may not be based solely on an anonymous report. If disciplinary action is being requested, the individual reporting the sexual harassment will be asked to either submit a signed written complaint or sign a completed Sexual Harassment Report Form, Exhibit ACAA-E (1), verifying the accuracy of its content. The written complaint or Sexual Harassment Report Form must include the following:-

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

<u>State</u>	<u>Description</u>
<u>*Moran v. Rapid City Area School Dist.</u>	<u>Employee hearing due process</u>
<u>Federal</u>	<u>Description</u>
<u>CFR Title 34 Part 106</u>	<u>Nondiscrimination on the basis of sex</u>
<u>Title IX of the Education Amendments of 1972</u>	<u>Title IX of the Education Amendments of 1972</u>
<u>USC Title 20 §1092(f)(6)(A)(v)</u>	<u>Definition of sexual assault</u>
<u>USC Title 20 §1681-1688</u>	<u>Nondiscrimination on the Basis of Sex in Educational Programs and Activities</u>
<u>USC Title 34 §12291(a)(10)</u>	<u>Definition of dating violence</u>
<u>USC Title 34 §12291(a)(30)</u>	<u>Definition of stalking</u>

If the signed written complaint was given to a supervisor or if the Sexual Harassment Report Form was completed by an employee or supervisor, the employee or supervisor shall forward the complaint or Sexual Harassment Report Form to the Director.

#### **SECTION 4 – Procedure for Addressing Sexual Harassment Complaints**

##### **STEP 1: Director Investigation and Determination.**

Should there be a report which alleges a cooperative employee, school volunteer, parent, guest, student, visitor or vendor has been subjected to sexual harassment, an investigation into the alleged sexual harassment will be initiated. The Cooperative's investigation may include, but is not limited to, such things as interviewing individuals with actual or possible knowledge regarding the conduct in question, identifying facts related to the conduct in question, identifying when and over what period of time the conduct is to have occurred, determining whether the conduct negatively affects the educational opportunities or employment condition of the victim, identifying prior history of a similar nature by any of the individuals involved, and attempting to obtain possible verification from other persons. The investigation by the supervisor/director responsible for the investigation shall be conducted promptly and completed in a reasonable time frame given the nature of the complaint. Unless the nature of the complaint and investigation dictate otherwise, the investigation should be completed and determination made by the supervisor/director on the merits of the complaint within thirty (30) calendar days of receipt of the complaint.

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

Upon reasonable suspicion by the supervisor/director responsible for the investigation that the allegation of sexual harassment may be true, the employee, student or third person accused of sexual harassment conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, including a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim.

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

Pending the outcome of the investigation the supervisor/director responsible for conducting the investigation may take such action consistent with cooperative policy and state law as deemed appropriate in order to facilitate the investigation and protect the rights of all persons involved. If there is reasonable suspicion to believe that a third person sexually harassed a student, employee or guest while at cooperative or at a cooperative activity on non-cooperative property in violation of this policy, the supervisor/director may prohibit that person from being on cooperative property or at cooperative activities.

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

##### **STEP 2: Appeal to the Board**

If either party is not satisfied with the Director's decision, or if the Director does not render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the Cooperative Board by filing with the Business Manager using Form ACAA-E (3) within ten (10) calendar days of receipt of the Director's written decision, or ten (10) days of the deadline for the Director's written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the supervisor's written decision, the appeal to the Director, and the Director's written decision or notice of the Director's failure to render a written decision.

~~The following procedure shall be used by the Board to address an appeal of the Director's decision on the merits related to a sexual harassment complaint:~~

~~1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the sexual harassment policy.~~

~~2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.~~

~~3. The following procedure shall be applicable at the appeal hearing before the Board:~~

~~A. The Board shall appoint a board member or a person who is not an employee of the cooperative as the hearing officer;~~

~~B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;~~

~~C. The Complainant, person alleged to have violated the policy, and Director each have the right to be represented at the hearing;~~

~~D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;~~

~~E. The issue on appeal is whether the Director's decision should be upheld, reversed or modified;~~

~~F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Director;~~

~~G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;~~

~~H. The Director shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Director questions. The hearing officer and board members may also ask questions of the Director;~~

~~I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the Board president, hearing officer or other person authorized by law to take oaths and affirmations;~~

~~J. The hearing officer shall admit all relevant evidence. The hearing officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. (Moran v. Rapid City Area School Dist., 281 N.W.2d 595, 602 (S.D. 1979)).~~

~~K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other party, and then the Director. The appealing party shall be given the opportunity for a brief rebuttal;~~

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

~~and upon written notification to both parties and the Director, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;~~

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

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

~~O. If either party is dissatisfied with the Board's decision, that party may appeal the decision by filing an appeal pursuant to law.~~

<b>Federal Reference</b>	<b>Description</b>
USC Title 20 Chapter 38 §§1681-1688	Discrimination Based on Sex or Blindness
<b>Policy Reference</b>	<b>Description</b>
JFGD	BULLYING

Written: 12/4/2016

Adopted: 8/3/2017

Reviewed:

Revised:

## SECTION 1 - Policy Statement

The SchoolCooperative is committed to a school environment which is free from sexual harassment and conducive to all students' educational opportunities. Sexual harassment can inhibit a student's educational opportunities and an employee's work. Sexual harassment of students attending school in the SchoolCooperative or students from other schools who are at a SchoolCooperative activity, and sexual harassment of school employees, school volunteers, parents, guests, visitors and vendors of the SchoolCooperative shall also not be tolerated and is strictly prohibited.

All students, school employees, school volunteers, parents, guests, visitors and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies. This policy prohibiting sexual harassment shall apply to all students, school employees, school volunteers, parents, guests, visitors and vendors while on school property, while attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased vehicle, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities.

The SchoolCooperative's policy prohibiting sexual harassment is ACAA. This regulation supplements that policy, and the policy and these regulations are consistent with the federal regulations set forth in 34 CFR Part 106.

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

Complaints based on nondiscrimination in federal programs, complaint against school employees, and complaints related to bullying are addressed through other school-Cooperative policies and not through the policy prohibiting sexual harassment and this regulation.

## SECTION 2 - Definitions

A. Sexual Harassment. Federal law (34 CFR § 106.30) defines "sexual harassment" as conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Sexually oriented words and actions which tend to annoy, alarm or be physically or verbally abusive toward another person and which serve no legitimate or valid purpose regardless of the intent of the person accused of the sexually harassing conduct, constitutes sexual harassment. Not all harassment falls within the definition of sexual harassment (i.e., harassment that is of a sexual nature). Other laws, regulations and policies also prohibit inappropriate conduct and provide a means for addressing inappropriate conduct should it occur.

Sexual harassment is a specific type of harassment which is prohibited under this policy. Examples of sexual harassment include, but are not limited to:

- Unwelcome sexual flirtations, advances or propositions;
- Verbal comments, jokes, or abuse of a sexual nature;
- Graphic verbal comments about an individual's body;
- Sexually degrading words used to describe an individual;

- Displaying pornographic material;
- Physical contact or language of a sexually suggestive nature.

B. Other definitions. Other definitions applicable to these Regulations are the definitions as set forth in Policy ACAA, Sexual Harassment, Section V.

### **SECTION 3 - Sexual Harassment Reporting Procedure**

Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Any student who believes that he or she has been or is being subjected to sexual harassment or has reason to suspect another person has been or is being subjected to sexual harassment may also report it to a teacher, guidance counselor, or school administrator. The report may be made verbally or in writing.

The written complaint or Sexual Harassment - Complaint Report Form, ACAA-E(1), must include the following:

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

If the signed written complaint was given to a teacher, guidance counselor or administrator, or if the Sexual Harassment - Complaint Report Form was completed by a teacher, guidance counselor or administrator, the teacher, guidance counselor or administrator shall forward the complaint or Sexual Harassment - Complaint Report Form to the Title IX Coordinator.

Regardless of whether or not a formal complaint is filed, should the School Cooperative have actual knowledge of sexual harassment in a School Cooperative educational program or activity against another person in the United States, the School Cooperative shall respond promptly in a manner that is not deliberately indifferent (i.e., if the School Cooperative's response to sexual harassment is clearly unreasonable in light of the known circumstances).

### **SECTION 4 - Retaliation Prohibited**

A. Neither the School Cooperative or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

B. The prohibition against retaliation related to a sexual harassment complaint is set forth in full in Policy ACAA, Sexual Harassment, Section XIII, and by this reference incorporated herein as if set forth in full.

## SECTION 5 - Procedure for Addressing Sexual Harassment Complaints

### A. General Provisions.

1. The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures (see Policy ACAA, V(m)) and consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
2. The timeframes set forth in these regulations shall be considered as a maximum length of time within which the related step is to be completed, however, the time frame may be within which the School Cooperative is required to complete a step may be extended for good cause upon written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause includes, but is not limited to, utilization of the informal resolution process, availability of an investigator if not a school employee, complexity of the investigation, absence of a party, a party's advisor, a witness, or decision-maker (including a person necessary for addressing an appeal), concurrent law enforcement activity, or the need for language assistance or accommodation of disabilities;
3. Nothing in the policy or these regulations prohibit the School Cooperative from removing a respondent from the School Cooperative's education program or activity on an emergency basis, provided that the School Cooperative undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal, however, nothing in the policy or regulations may be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Additionally, nothing in the policy or regulations prohibits the School Cooperative from placing an employee respondent on administrative leave during the pendency of a grievance process, however, nothing in the policy or regulations may be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

### B. Confidentiality

1. The School Cooperative shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA), or as required by law, or to carry out the purposes of Title IX (34 CFR part 106), including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.
2. The School Cooperative shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School Cooperative to provide the supportive measures.

### C. Informal Resolution:

1. The School Cooperative may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and

adjudication of formal complaints of sexual harassment consistent with this policy, may not require the parties to participate in an informal resolution process under this policy, and may not offer an informal resolution process unless a formal complaint is filed.

2. Policy ACAA, Sexual Harassment, Section VII, is the section explaining informal resolution and by this reference incorporated herein as if set forth in full.

#### D. Formal Complaint:

1. Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following written notice to the parties who are known:
  - a. Notice of the SchoolCooperative's grievance process, including any informal resolution process.
  - b. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice must include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice shall inform the parties of any provision in the SchoolCooperative's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
2. The SchoolCooperative shall treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent. Remedies may be disciplinary in nature. Such remedies may include the same individualized services identified as supportive measures. Remedies must be designed to restore or preserve equal access to the SchoolCooperative's education program or activity.
3. The SchoolCooperative shall follow the grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

#### E. Investigation of a Formal Complaint

1. The SchoolCooperative must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved, did not occur in the SchoolCooperative's education program or activity, or did not occur against a person in the United States, then the SchoolCooperative must dismiss the formal complaint with regard to that does not preclude action under another provision of the SchoolCooperative's code of conduct.
2. Unless the nature of the complaint and investigation dictate otherwise, the Investigation should be completed within sixty (60) calendar days of receipt of the complaint.
3. When investigating a formal complaint and throughout the grievance process, the SchoolCooperative:

- a. shall have the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility;
  - 
  - b. shall provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
  - 
  - c. shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence, provided, however, nothing in this provision prohibits the SchoolCooperative from taking disciplinary action due to a party retaliating against any person due to that person having made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy;
  - 
  - d. shall provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the SchoolCooperative may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
4. If, in the course of an investigation, the SchoolCooperative decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to provision D.1., the SchoolCooperative shall provide notice of the additional allegations to the parties whose identities are known.
5. Any party whose participation is invited or expected, shall be given written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
6. All parties shall have equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
7. Prior to completion of the investigative report, the SchoolCooperative must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report. The SchoolCooperative shall make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.
8. The investigator shall create an investigative report that fairly summarizes relevant evidence and, at least ten (10) calendar days prior to a determination by a decision-maker regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

#### F. Determination

1. The decision-maker shall not be the same person as the Title IX Coordinator or investigator(s).

2. After the Investigator has sent the investigative report to the parties, and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. All parties shall have ten (10) calendar days from the date the investigatory report was sent to the parties to submit written, relevant questions to the decision-maker, who shall forward the questions to the other party following the ten (10) period, unless all parties submitted questions prior to the end of the ten (10) day period and in such case the decision-maker shall forward the questions upon receipt of questions by all parties. All parties shall have (5) calendar days to submit to the decision-maker and the other parties any written responses to the questions.
3. The decision-maker shall have fourteen (14) calendar days, after the expiration of time frame set forth in E.8. above, to issue a written determination as to the complaint.
4. The decision-maker shall not conduct an adversarial hearing unless the Board conducts a hearing following an appeal of the Superintendent's decision to the Board, or following the Superintendent's recommendation to the Board that a student determined to have sexually harassed another person be suspended long-term or expelled or recommend to the Board that an employee determined to having sexually harassed another person be suspended without pay or the person's employment with the School Cooperative be terminated.
5. Standard of evidence. For all formal complaints of sexual harassment filed against students and employees, the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard.
6. Upon recommendation of a decision-maker, on following an appeal of the decision-maker's determination, the Superintendent may make a recommendation to the Board that a student determined to have sexually harassed another person be suspended long-term or expelled (ARSD 24:07:01:01). The Superintendent may also make a recommendation to the Board that an employee determined to having sexually harassed another person be suspended without pay or the person's employment with the School Cooperative be terminated. Should either recommendation be given by the Superintendent, a formal adversarial hearing shall be held before the Board.
7. Disciplinary sanctions. Following any determination of responsibility the School Cooperative may implement disciplinary sanctions and remedies that include, but are not limited to:
  - a. if a student:
    - i. loss of privileges;
    - ii. detention;
    - iii. in-school suspension;
    - iv. long-term suspension;
    - v. expulsion.
  - b. if an employee
    - i. written reprimand;
    - ii. written plan of improvement, which may include directive to obtain training related sexual harassment and the prohibition against sexual harassment;
    - iii. suspension without pay;
    - iv. termination of employment.
  - c. if a guest or vendor
    - i. restrict access to school property;
    - ii. deny access to school property.

8. The decision-maker must issue a written determination regarding responsibility. To reach this determination, the decision-maker shall apply the preponderance of evidence standard of evidence.

9. The written determination shall include:

- a. identification of the allegations potentially constituting sexual harassment;
- b. a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c. findings of fact supporting the determination;
- d. conclusions regarding the application of the School Cooperative's code of conduct to the facts;
- e. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School Cooperative imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the School Cooperative to the complainant; and
- f. the School Cooperative's procedures and permissible bases for the complainant and respondent to appeal.

10. The School Cooperative shall provide the written determination to the parties simultaneously.

11. The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

#### G. Appeal

1. Both parties have the right to appeal to the Board the Superintendent's determination regarding responsibility, and from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. Procedural irregularity that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

2. As to all appeals, the Title IX Coordinator shall:

- a. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- b. ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- c. ensure that the decision-maker(s) for the appeal complies with the standard of evidence as required in this policy;
- d. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

e. ensure that a written decision is issued describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

3. Appeal to the Superintendent. The following procedure shall be used to address an appeal of the decision-maker's determination to the Superintendent:

a. If a party is not satisfied with the decision-maker's determination, or if the decision-maker's determination does not without good cause render a written decision within fourteen (14) calendar days of the expiration of time frame set forth in E.8., that party may appeal to the Superintendent by filing form ACAA-E(2), Sexual Harassment - Complaint Appeal to the Superintendent. The appeal must be filed within ten (10) calendar days of receipt of the decision-maker's written decision, or ten (10) days of the deadline for the decision-maker's written decision, whichever comes first. The appealing party must attach the decision-maker's written determination.

b. Within fourteen (14) calendar days from the date the appeal was filed, the Superintendent shall render a decision in writing. All parties shall receive copies of the decision. The Superintendent shall uphold, reverse, modify the decision-maker's decision, or the Superintendent may refer the matter back to the decision-maker for further investigation and supplemental decision which decision may restate, modify or reverse the decision-maker's initial decision. A supplemental decision by the decision-maker after a referral back to the decision-maker may be appealed to the Superintendent.

4. Appeal to the School Board. If a party is not satisfied with the Superintendent's decision, or if the Superintendent does not without good cause render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the School Board by filing with the Business Manager using Form ACAA-E(3), Sexual Harassment – Complaint Appeal to the School Board, within ten (10) calendar days of receipt of the Superintendent's written decision, or ten (10) days of the deadline for the Superintendent's written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the decision-maker's written decision, the appeal to the Superintendent, and the Superintendent's written decision or notice of the Superintendent's failure to render a written decision.

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

1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the sexual harassment policy;

2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.

3. The following procedure shall be applicable at the appeal hearing before the Board:

A. The Board shall appoint a board member or a person who is not an employee of the school Cooperative as the hearing officer;

B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;

C. The Complainant, person alleged to have violated the sexual harassment policy, and Superintendent each have the right to be represented at the hearing;

- D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;
- 
- E. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified;
- 
- F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Superintendent;
- 
- G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;
- 
- H. The Superintendent shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent;
- 
- I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board president, hearing officer or other person authorized by law to take oaths and affirmations;
- 
- J. The hearing officer shall admit all relevant evidence. The hearing officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. Moran v. Rapid City Area School Dist., 281 N.W.2d 595. 602 (S.D. 1979).
- 
- K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other party, and then the Superintendent. The appealing party shall be given the opportunity for a brief rebuttal;
- 
- L. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the hearing officer may meet with the Board during deliberations. The Board may seek advice during deliberation from an attorney who has not represented any of the parties to the hearing. Consultation with any other person during deliberation may occur only if a representative of both parties and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date. Within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to both parties and the Superintendent, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;
-

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

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

O. If either party is dissatisfied with the Board's decision, that party may appeal the decision by filing an appeal pursuant to law.

#### **SECTION 6 - Miscellaneous**

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

B. Dismissal of Complaint:

1. The School Cooperative may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

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

b. the respondent is no longer enrolled in or employed by the School Cooperative; or specific circumstances prevent the School Cooperative from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

2. Upon a dismissal required or permitted pursuant to B.1. above, the School Cooperative shall promptly send written

3. notice of the dismissal and reason(s) therefor simultaneously to the parties.

4. Any party whose participation is invited or expected, shall be given written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

5. Both parties shall have equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and

inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

**SEXUAL HARASSMENT  
COMPLAINT REPORT FORM**

Date Form Completed: \_\_\_\_\_

Form Completed by: \_\_\_\_\_

Person Reporting the Sexual Harassment: \_\_\_\_\_

Address/Phone # of the Person Reporting the Sexual Harassment:

Nature of Complaint: (With specificity, identify the person(s) alleged to have sexually harassed, the conduct which is the basis of the sexual harassment complaint, when/where the conduct occurred, the person(s) alleged to have sexually harassed, witnesses, and any other pertinent information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (use additional sheets if necessary).





ATTACH A COPY OF THE SEXUAL HARASSMENT REPORT, SUPERVISOR'S DECISION, APPEAL TO THE DIRECTOR (Exhibit ACAA-E (2)), EMPLOYEE'S STEP 2 WRITTEN RESPONSE, AND DIRECTOR'S DECISION.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Business Manager

Adopted: 8/3/2017

Reviewed:

Revised:

PROHIBITION AGAINST AIDING OR ABETTING SEXUAL ABUSE

Employees, contractors and agents of the Wolsey-Wessington School-CORE Educational Cooperative are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the District or the employee, contractor or agent of the District has knowledge of, or probable cause to believe, that the employee engaged in sexual misconduct with a minor or a student in violation of the law.

- 
- “Assisting” includes but is not limited to giving a positive recommendation to a potential employer, but does not include the routine transmission of administrative and personnel files or information related to name of employee, contractor or agent, dates of employment/contract, and position held or work performed.

- 
- “Probable cause” exists where the facts and circumstances within the [person’s] knowledge, and of which they have reasonably trustworthy information, are sufficient in themselves to warrant a belief by a man of reasonable caution that [an offense] has been or is being committed.”<sup>1</sup>

- 
- “Sexual misconduct” is the umbrella term federal regulators use to categorize behavior that includes sexual assault, unwanted sexual contact, and sexual harassment.”<sup>2</sup>

The requirements of this prohibition do not apply if the information giving rise to probable cause has been properly reported to a law enforcement agency, or any other authorities as required by local, state or federal law or regulations, AND at least one of the following conditions applies:

1. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law; or
2. The school employee, contractor or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
3. The case or investigation remains open and there have been no charges filed against or indictment of the school employee, contractor or agent within four years of the date on which the information was reported to a law enforcement agency.

State v. Stuck, 434 N.W.2d 43 (SD 1988)

<sup>2</sup>Rice University Student Judicial Programs, Sexual Misconduct Policy

## NONDISCRIMINATION ON THE BASIS OF HANDICAP/DISABILITY

It will be the policy of the School Cooperative to adhere to the concept of nondiscrimination on the basis of handicapping conditions. The Board will support section 504 of the Rehabilitation Act of 1973. In doing so the Board will:

1. Not discriminate against a qualified handicapped person in any aspect of school division employment solely on the basis of handicap.
2. Make facilities, programs and activities accessible, usable, and open to qualified handicapped persons.
3. Provide free appropriate education at elementary and secondary levels, including nonacademic and extracurricular services and activities, to qualified handicapped persons.
4. Not exclude any qualified handicapped person solely on the basis of handicap from participation in any preschool education or day care program or activity or any adult education or vocational program or activity.
5. Provide each qualified handicapped person with the same health, welfare, and social services as are provided other persons.

The Board holds the general view that:

1. Discrimination against qualified handicapped persons solely on the basis of handicap is unfair.
2. To the extent reasonably possible, qualified handicapped persons should be in the mainstream of life in a community.

Accordingly, employees of the School Cooperative will comply with the above requirements of the law and any regulations approved by the Board or its administration for ensuring a policy of nondiscrimination on the sole basis of handicap. The Board designates the director or director's designee to act as the cooperative's compliance officer for employees and students.

No person in the District School Cooperative will, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activities.

<b>Policy Reference</b>	<b>Description</b>
AC	NONDISCRIMINATION IN FEDERAL PROGRAMS

Written: 12/4/2016

Date Adopted: 8/3/2017

Last Reviewed:

Last Revised:

## CONTESTED HEARINGS

The Board may be required to assume a judicial role to ensure adherence to districtSchoolCooperative policy. All contested matters will be heard in a fair and impartial manner, and the Board will resolve all disputes. All contested hearings shall adhere to the procedures outlined in this policy.

### HEARING

- Hearings involving personnel and students are closed to the public.
- Requests for hearings to be conducted in open session will be considered by the Board.
- A verbatim record of the hearing will be made.
- Closed hearing records will be sealed pending a determination of the board.

### CONDUCT OF THE HEARING

- The Board shall appoint a school board member or a person who is not an employee of the school districtCooperative as the hearing officer.
- Each party may be represented by an attorney.
- Each party may make an opening statement.
- The complainant or petitioner shall present its case first.

### WITNESSES

- All witnesses must take an oath or affirmation of truth.
- Witnesses may be present only when testifying.
- Each party may present, examine and cross-examine witnesses.
- The hearing officer may ask questions of witnesses and may allow other school board members to question witnesses.

### EVIDENCE

- Each party may introduce evidence.
- All relevant evidence must be admitted.
- Unproductive or repetitious evidence may be limited by the hearing officer.
- Each party may raise objections. The basis for the objection must be stated.
- Each party may make a closing statement.

### DELIBERATION

- After the hearing, the school board shall continue to meet in executive session for deliberation.
- No one other than the hearing officer may meet with the school board during deliberation.
- The school board may seek advice during deliberation from its legal counsel.
- Consultation with any other person during deliberation may occur only if representatives of the parties are present.

### DECISION

- The decision of the Board must be based solely on the evidence presented at the hearing and must be effected by a motion made in open session.
- For closed hearings the motion must omit the names of the parties.
- The Board shall notify the parties in writing of its decision.

### State Reference

State Reference	Description
ARSD 24:07	Student due process
SDCL 1-25-2	Executive or closed meetings
SDCL 1-26-18	Rights of parties at hearings on contested cases
SDCL 1-26-26	Ex parte consultations by agency personnel
SDCL 13-10	School <u>district</u> <u>district</u> employees
SDCL 13-32	Supervision of students and conduct of school
SDCL 13-43	Employment of teachers

## CONFLICT DISCLOSURE AND AUTHORIZATION

SDCL 3-23-6 states

“[n]o board member, fiscal agent, officer, or executive of a local service agency, school ~~district~~Cooperative, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract that the local service agency, school ~~district~~Cooperative, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity is a party to the contract except as provided in § 3-23-8.”

This policy prohibits school~~cooperative~~ board members, the ~~cooperative~~ fiscal agent (business manager), school~~cooperative~~ officers and executives (~~cooperative administrators~~) from having an interest in a contract, or receiving a direct benefit from a contract, if the School~~cooperative~~ is a party to that contract or has a separate contract which is related to the contract of the school~~cooperative~~ board member, business manager or administrator, unless the school~~cooperative~~ board grants a waiver. Disclosure requirements apply to public contracts for labor or services to be rendered, the purchase of commodities, materials, supplies, or equipment of any kind, and any kind of contract related to facilities.

Disclosure is required by the school~~cooperative~~ board member, the business manager or an administrator in each of the following situations:

1. when the school~~cooperative~~ board member, business manager or cooperative administrator has an interest in a contract or receives a direct benefit from a contract.
2. if the spouse of the school~~cooperative~~ board member, business manager or ~~cooperative~~ administrator has an interest in a contract or receives a direct benefit from a contract.
3. if another person with whom the school~~cooperative~~ board member, business manager or ~~cooperative~~ administrator lives and commingles assets has an interest in a contract or receives a direct benefit from a contract.

A school~~cooperative~~ board member, business manager or ~~cooperative~~ administrator derives a direct benefit from a contract, or their spouse or other person with whom assets are commingled derives a direct benefit from a contract:

1. if the person has more than a five percent ownership or other interest in an entity that is a party to the contract;
2. if the person derives income, compensation, or commission directly from the contract or from the entity that is a party to the contract;
3. if the person acquires property under the contract; or
4. if the person serves on the board of directors of an entity that derives income directly from the contract or acquires property under the contract.

A person does not derive a direct benefit from a contract based solely on the value associated with the person's investments or holdings, or the investments or holdings of other persons the state officer or employee lives with and commingles assets.

If in doubt whether an actual conflict exists, this policy also requires disclosure of possible or potential conflicts.

If other specific conflict of interest laws or administrative regulations relating to cooperative board members, ~~cooperative~~ administrators and the cooperative business manager apply in addition to SDCL Ch. 3-23 and this policy, the more restrictive conflict of interest law shall apply.

Any cooperative board member, ~~cooperative~~ administrator or ~~cooperative~~ business manager who knowingly violates SDCL Ch. 3-23 commits a criminal offense (Class 1 misdemeanor). Any cooperative board member who knowingly violates the provisions of this policy is subject to being removed as a cooperative board member. Any cooperative administrator or business manager who knowingly violates the provisions of this policy is subject to his or her employment relationship with the School~~cooperative~~ being terminated. Unless the ~~cooperative~~ board has granted a waiver, the contract in which the cooperative board member, cooperative administrator or cooperative business manager has an interest or

receives a direct benefit is voidable by the schoolcooperative board and any benefit received by the cooperative-board member, cooperative-administrator or cooperative-business manager is subject to forfeiture.

A waiver may be granted by the schoolcooperative board to authorize a schoolcooperative board member, cooperative-administrator or cooperative-business manager to receive a direct benefit from the Schoolcooperative's contract with a person or entity (public, private, for-profit, non-profit) if the following conditions are met:

1. the cooperative board member, cooperative-administrator or cooperative-business manager provides a full written disclosure to the schoolcooperative board;
2. the schoolcooperative board reviews the essential terms of the contract or transaction and the cooperative board member's, cooperative-administrator's or cooperative-business manager's role in the contract or transaction;
3. the schoolcooperative board determines that the transaction and terms of the contract are fair and reasonable and not contrary to the public interest; and
4. the authorization of the schoolcooperative board is in writing and filed with the Auditor-General.

The public records laws (SDCL Ch. 1-27) apply to all requests for a waiver.

#### **APPLYING FOR A WAIVER:**

1. If the potential for a conflict exists, the schoolcooperative board member, cooperative-administrator or cooperative-business manager having the potential conflict of interest must submit the Request for Cooperative-Board Waiver form, Exhibit AH-E(1).
2. The request should be submitted to the cooperative board before entering into a conflicted contract or transaction.
3. Disclosures and requests for a waiver should be submitted to the President/Chairperson of the SchoolCooperative Board, the SuperintendentDirector or the Business Manager, at least 5 calendar days before the scheduled meeting in order to be included in the posted agenda and acted upon at the next scheduled meeting. Disclosures and requested received by the President/ Chairperson of the School Cooperative-Board, the SuperintendentDirector or the Business Manager less than 5 calendar days before the scheduled meeting may be deferred until the following schoolcooperative board meeting.
4. The person applying for the waiver must describe the relationship to the contract in question and why the applicant believes the contract may be subject to disclosure, including how person, his/her spouse or anyone with whom he/she lives and commingles assets might benefit from the contract. Examples of persons other than a spouse might include a girlfriend, boyfriend, roommate, or an adult child.
5. The person requesting the waiver identify and describe the essential terms of the contract:
  - (a) all parties to the contract,
  - (b) the person's role in the contract or transaction,
  - (c) the purpose(s)/objective(s) of the contract,
  - (d) the consideration or benefit conferred or agreed to be conferred upon each party,
  - (e) the length of time of the contract,
  - (f) any other relevant information.
6. The person requesting the waiver should briefly describe why he/she believes a waiver would not be contrary to the public interest (i.e., the contract was part of a competitive bidding process, there are other school districtCooperative people involved in the decision-making process to enter into the contract, or the terms of the contract are consistent with other, similar contracts).
7. The SchoolCooperative's Attorney may answer general questions about the applicability of SDCL Ch. 3-23 or about the other laws that address conflict of interest. However, the schoolcooperative attorney represents the schoolcooperative and the schoolcooperative board, and not schoolcooperative board members, cooperative-administrators, or the cooperative-business manager, in their individual capacities. SchoolCooperative board members, cooperative-administrators, and the cooperative business manager should contact a private attorney if they have questions as to how SDCL Ch. 3-23 and this policy apply to their individual interests and contracts.

#### **BOARD ACTION ON A REQUEST FOR WAIVER:**

1. SchoolCooperative Boards will have a regular agenda item at the beginning of the schoolcooperative board meeting agenda when the cooperative board will address disclosures and requests for a waiver.
2. Disclosures and requests for a waiver submitted to the President/Chairperson of the SchoolCooperative Board, the SuperintendentDirector or the Business Manager, at least 5 calendar days before the scheduled meeting will be included in the posted agenda and acted upon at the next scheduled meeting.
3. Disclosures and requests received by the President/ Chairperson of the SchoolCooperative Board, the SuperintendentDirector or the Business Manager less than 5 calendar days before the scheduled meeting may be deferred until the following school board meeting.
4. If possible, waiver requests will be acted upon at the meeting in which the request is brought forth. If the schoolcooperative board believes the request form information is incomplete, the schoolcooperative board must ask the person requesting the waiver for additional information. The Board will avoid using an incomplete request form as the basis for extending the time for review and decision on the waiver request; the schoolcooperative board may receive the needed information from the requesting party at the cooperative board meeting when the waiver request is being addressed.
5. When considering a waiver request, the schoolcooperative board should be able to determine the requesting party's relationship to the contract, the requesting party's relationship to the outside contracting party, whether the contract terms are reasonable and in the public interest, and any other factors the schoolcooperative board believes will help establish the relevant facts and circumstances surrounding the contract(s) and the request for waiver.
6. At the meeting when the waiver request will be considered by the board, ~~the~~ cooperative board member, cooperative administrator or cooperative business manager submitting the waiver request must be present and prepared to answer questions from the school board about the request for a waiver.
7. The request and the Board's determination must be included in the minutes of the meeting.
8. If the authorization is granted, a written authorization [Exhibit AH-E(2)] shall be prepared following the meeting and signed by the President/Chair of the SchoolCooperative Board or other authorized SchoolCooperative Board Member, and filed with the Auditor General.

Notes: Boards need to consult with their schoolcooperative attorney before the cooperative board goes into executive session to discuss a disclosure and waiver request. Only upon the recommendation of the schoolcooperative attorney should the SchoolCooperative Board discuss the disclosure and request in executive session.

### State

### Description

#### State Reference ——— Description

~~SDCL 1-27 — Public records and files~~

~~SDCL 3-23-6 — Prohibition against contract conflict of interest~~

~~SDCL 3-23-7 — Circumstances resulting in contract conflict of interest~~

~~SDCL 3-23-8 — Exceptions to contract conflict of interest~~

~~SDCL 3-23-9 — Consequences for violation of contract conflict of interest law~~

#### Policy Reference                  Description

BBF    BOARD MEMBER CODE OF ETHICS

BBFA   BOARD MEMBER CONFLICT OF INTEREST

GBC    STAFF ETHICS

GBCA   STAFF CONFLICT OF INTEREST

Adopted: ~~8/3/2017~~

**CONFLICT DISCLOSURE AND AUTHORIZATION - REQUEST FOR COOPERATIVE BOARD WAIVER**

Date: \_\_\_\_\_

Name of the cooperative board member, cooperative administrator or cooperative 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

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

Signature of Person Requesting Waiver: \_\_\_\_\_

Written: 12/4/2016  
Adopted: 8/3/2017

**CONFLICT DISCLOSURE AND AUTHORIZATION - WAIVER AUTHORIZATION PURSUANT TO SDCL3-23-3**

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

The request was acted upon by the members of the Wolsey-Wessington School CORE Educational Cooperative

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 and 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 and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of CORE Educational Cooperative Board President /Chairperson or Authorized Member

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

Date mailed to Auditor General \_\_\_\_\_

Written: 12/4/2016

Adopted: 8/3/2017



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION  
2021 OFFICIAL ELECTION BALLOT  
WEST RIVER AT-LARGE REPRESENTATIVE  
TERM: JULY 1, 2021 TO JUNE 30, 2024**

**West River At Large Representative-** to be filled by an Athletic/Activity Director

This position is currently vacant. The West River At-Large nominee may be from any SDHSAA member school with a high school attendance center physically located West of the Missouri River in South Dakota. This position must be filled by an Athletic/Activity Director. This is a **THREE (3) YEAR POSITION. Any member school may nominate a person for this position and all member schools have the opportunity to vote.**

You may vote for one candidate.

The deadline for the return of this ballot is **July 16, 2021.**

- James Bagwell, Crazy Horse
- Kelly Messmer, Harding County
- Todd Palmer, Sturgis Brown

\_\_\_\_\_  
Name of Member School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

**Unless there are TWO signatures, this ballot will be unacceptable and declared void.**

### **James Bagwell, Crazy Horse**

My name is James Bagwell. I have been in the education field for 7 years. I have served as the Dean of Students/ Athletic Director at Crazy Horse School for the past 6 years. For the last 3 years I have also served as the region 7B boys' basketball chairman. I played collegiate basketball and received my undergraduate degree from the University of Mary in Bismarck, North Dakota. I also obtained a Master of Education Administration degree from Concordia University- Nebraska. Being a former student athlete myself, I understand the value of athletics and education. I look forward to continuing to serve the state of South Dakota and our athletes.

### **Kelly Messmer, Harding County**

My name is Kelly Messmer and I am the Principal and Athletic Director at Harding County High School. I have been in education and athletics for 24 years, with my last 11 at Harding County. I have been a teacher, coach, and administrator in both large and small school districts, and I understand the dynamics of both settings. I have a passion for high school extra-curricular activities and believe students who participate in both fine arts and/or athletics become well-rounded adults and contributors to society.

I will always have an open ear and an honest answer for anyone wanting to give suggestions or ideas to make our great organization even better. I would be honored and humbled to be elected to the SDHSAA Board of Directors and be a voice for all members.

### **Todd Palmer, Sturgis Brown**

My name is Todd Palmer and I am currently the Director of Activities for the Meade School District. My career in education started in the fall in 1992 when I was offered my first teaching/coaching contract at Stanley County. In the 29 years since, I have had the opportunity to serve the students of South Dakota as a teacher, coach, official and administrator. During those years I have also been fortunate to server the SDHSAA in many different capacities. I have served on the Native American Advisory Council as the official representative. I was the Region 5 officials coordinator for both basketball and volleyball. I served on the Calendar Committee that was commissioned by SDHSAA to look at revamping the calendar due to new NFHS protocols pertaining to football. I was asked by then Executive Director Wayne Carney to sit on one of the interviewing committees for the new Executive Director. As the AD in Chamberlain, I hosted numerous SoDak 16 contests in both Volleyball and Basketball. I currently serve as the Awards Chairperson for the SDIAAA and am the secretary for the Black Hill Conference. I am humbled to be nominated for the West River At-Large position as an AD and take the task of representing all the schools of South Dakota, as do all the sitting board members and former board members.

I was honored to be nominated with all of the quality individuals that were nominated at the Annual Meeting in Pierre on April 20, 2021. If you have any questions of myself, please feel free to email ([todd.palmer@k12.sd.us](mailto:todd.palmer@k12.sd.us)) or call (605-381-0698) and I would be happy to visit with you. To carry on the long-lasting servant leadership that all of those who have served our state as a member of the board is what I look forward to doing if your school would feel so inclined to cast your vote for myself. If one of the other very qualified nominees is chosen by the membership, I will support them 100 percent.



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION  
2021 OFFICIAL ELECTION BALLOT  
DIVISION IV REPRESENTATIVE- ATHLETIC/ACTIVITY DIRECTOR  
TERM: JULY 1, 2021 TO JUNE 30, 2026**

**Division IV Representative-** To be filled by an Athletic/Activity Director.

This position is currently filled by Craig Cassens, Faulkton High School Principal. The Division IV nominee may be from any SDHSAA member school with a 2020-21 ADM from 121.422 to 2.000. The Division IV schools include Parker with a 2020-21 ADM of 121.422 to Elk Mountain with a 2020-21 ADM of 2.000. This position must be filled by an Athletic/Activity Director. The person elected will serve a five-year term on the SDHSAA Board of Directors and is unable to run for re-election. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** Member schools in the Division IV Representative Group include: Parker, Flandreau Indian, Rapid City Christian, Webster Area, Deuel, Bennett County, Parkston, Garretson, Stanley County, Dupree, Hanson, Bon Homme, Deubrook, McCook Central, Crow Creek, Elkton, Great Plains Lutheran, White River, Platte-Geddes, Lower Brule, Wolsey-Wessington, Miller, Chester Area, Howard, Ipswich, Gregory, Aberdeen Roncalli, Lyman, Viborg-Hurley, Timber Lake, Britton-Hecla, Irene-Wakonda, Northwestern, Philip, Clark, Arlington, Burke, Andes Central, Castlewood, Scotland, Bridgewater-Emery, Colman-Egan, Alcester-Hudson, Wall, Newell, Warner, New Underwood, Marty, Centerville, Rosholt, Florence, Avon, Faulkton, DeSmet, Crazy Horse, Plankinton, Kadoka, Mount Vernon, Highmore-Harrod, Gayville-Volin, Ethan, Waverly-South Shore, Kimball, Estelline, Aberdeen Christian, Woonsocket, Menno, Sully Buttes, Faith, Gettysburg, Canistota, Corsica-Stickney, Freeman, Lemmon, Wilmot, Frederick Area, Oelrichs, Wessington Springs, Colome, Wakpala, Takini, Willow Lake, Montrose, Hitchcock-Tulare, Armour, Dell Rapids St. Mary, James Valley Christian, Lake Preston, Edgemont, Iroquois, Summit, Henry, Jones County, McIntosh, Bowdle, Selby, Sanborn Central, Waubay, Tiospaye Topa, Harding County, Langford, Marion, Rutland, Oldham-Ramona, Tripp-Delmont, Eureka, Bison, McCrossan Boys Ranch, White Lake, Freeman Academy, Sioux Falls Lutheran, Herried, Leola, Dakota Christian, Edmunds Central, Hoven, Sunshine Bible Academy, Mitchell Christian, Doland, SD School for the Blind & Visually Impaired, and Elk Mountain. Avon and Wakpala are ineligible due to already having members on the Board of Directors.

You may vote for one candidate.

The deadline for the return of this ballot is **July 16, 2021.**

Eric Denning, Mount Vernon

Jeff Kusters, Frederick Area

\_\_\_\_\_  
Name of Member School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

**Unless there are TWO signatures, this ballot will be unacceptable and declared void.**

**Eric Denning, Mount Vernon**

My name is Eric Denning. I am finishing my 26th year at Mount Vernon High School. I currently serve as our 6-12 principal and well as the Activities Director for the MVP Cooperative. My experience and involvement in co-curricular activities is vast. I have served as our school's activity director for the last 16 years. I have been our boys' basketball coach for the last 24 years, and currently still serve in that capacity. I have guided our school through a complete sports consolidation, and have experience in both Class A and Class B. I have served as a Region Chair in both basketball and volleyball. I have also worked closely with the SDHSAA in leadership positions as part of both the basketball advisory board, as well as the in season/out of season committee. I also currently serve as the Region 5 Representative on the SDIAAA Executive Committee as well as the SDIAA Scholarship Selection Committee.

**Jeff Kusters, Frederick Area**

Greetings! My name is Jeff Kusters, and I am running for the Division IV Athletic Director position on the SDHSAA Board of Directors that is being vacated due to the end of Chairman Cassen's term. I will be entering my 26 th year in the field of education/athletics next fall (all in South Dakota) and am currently the Superintendent, High School Principal, and Athletic Director with the Frederick Area School District.

I feel my past experiences would serve me well if elected to this position. I currently serve as a Region representative with the South Dakota Interscholastic Athletic Administrators Association and also as Chairman of the Lake Region Conference. I will serve as our Region Chairman for Boys' Basketball next year, and I have also served as a Region Director with the South Dakota Football Coaches Association and several years as a Region Director for Golf; including one year as State Tournament Director with that activity. I spent 15 years in the US Army National Guard and US Army Reserve, and have also served municipal government roles in the communities I have called home; which included a 14-year stint as Mayor.

I have been married to my wife, Christine, for nearly 30 years; and all four of our children have benefited from being a part of both athletics and the arts. If elected to serve with this organization, I would hope to continue the past practice of affording our students the many wonderful choices of activity involvement outside the classroom. I would truly appreciate your vote and would consider it an honor to serve on the SDHSAA Board of Directors. Thank you for your time and consideration with this process!

**APPLICATION for a Waiver from an Administrative Rule**

**Courses offered Before Grade Nine for High School Credit**

\_\_\_\_\_ School District hereby applies for a waiver from certain South Dakota administrative rules that govern school accreditation, using the procedures outlined in § 24:43:08.

It is the intent of the \_\_\_\_\_ School District to implement the strategies for continued school improvement as outlined herein, and to annually report on the implementation of the of those strategies as described in § 24:43:08:08.

The \_\_\_\_\_ Board of Education has held a public hearing and approved this application. It is understood that the school district must continue to comply with all other administrative rules, including chapter 24:43:11.

The school district will continue to submit all required accreditation reports, plans, and certifications to the South Dakota Department of Education on time.

\_\_\_\_\_  
**Signature of Supt. of Schools/Chief Educational Officer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Board of Education President**

\_\_\_\_\_  
**Date**

*For Department Use Only*

Received: \_\_\_\_\_

Reviewed: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Recommendation: \_\_\_\_\_

Department of Education Secretary's Action: \_\_\_\_ Approve                      \_\_\_\_ Deny

Department of Secretary's Signature: \_\_\_\_\_

Effective Date of Waiver (*Minimum 60 days after receipt*): \_\_\_\_\_

Report Due Date: \_\_\_\_\_

# Managed Services Agreement

## 1. Term of Agreement

This Agreement between Wolsey-Wessington School District, herein referred to as Client, and Expetec of Aberdeen is effective July 1, 2021 and shall remain in force until June 30, 2022, and be reviewed annually to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and Expetec of Aberdeen in advance. The Service Agreement automatically renews for a subsequent One year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client upon ninety (90) day's written notice if the other Party:
  - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
  - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
  - III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) If either party terminates this Agreement, Expetec of Aberdeen will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Expetec of Aberdeen the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- c) Client agrees to allow Expetec of Aberdeen to assign, delegate, subcontract services to third party competent contractors approved by Expetec of Aberdeen.

## 2. Fees and Payment Schedule

Fees will be \$3,100.00 per month plus applicable taxes, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 10 days following date due. Refer to Appendix B for Expetec's Managed Services covered by the monthly fee under the terms of this Agreement.

***It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.***

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I Have read and agree with this page.

Expetec of Aberdeen \_\_\_\_\_

Client \_\_\_\_\_

### **3. Taxes**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Expetec of Aberdeen for the state of use.

### **4. Coverage**

Remote Helpdesk Management of Client's IT networks will be provided to the Client by Expetec of Aberdeen through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

#### ***Support and Escalation***

Expetec of Aberdeen will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets can be opened via our customized portal [na.myconnectwise.net/exp1248](http://na.myconnectwise.net/exp1248) email or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

#### ***Service outside Normal Working Hours***

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

#### ***Limitation of Liability***

In no event shall Expetec of Aberdeen be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. Expetec of Aberdeen or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement

#### ***Service Disclaimer***

Customer grants Expetec of Aberdeen authorization to view any data within the regular routine of the repair or system improvement. Customer also authorizes Expetec of Aberdeen to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

### **5. Additional Maintenance Services**

#### ***Hardware/System Support***

Expetec of Aberdeen shall provide support of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any

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I Have read and agree with this page.

Expetec of Aberdeen \_\_\_\_\_

Client \_\_\_\_\_

hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

### ***Monitoring Services***

Expetec of Aberdeen will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Expetec of Aberdeen will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Expetec of Aberdeen shall make every attempt to rectify the condition in a timely manner through remote means.

## **6. Suitability of Existing Environment**

### ***Minimum Standards Required for Services***

In order for Client's existing environment to qualify for Expetec of Aberdeen's Managed Services, the following requirements must be met: All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.

1. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 Professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
3. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
4. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
5. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
6. All Wireless data traffic in the environment must be securely encrypted.
7. There must be an outside static IP address assigned to a network device, allowing VPN access.

### ***Chronically Failing Equipment***

Experience has shown equipment belonging to the Client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with Expetec of Aberdeen to replace the equipment at additional cost through Expetec of Aberdeen.

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I Have read and agree with this page.

Expetec of Aberdeen \_\_\_\_\_

Client \_\_\_\_\_

## **Units or Products Covered**

Expetec of Aberdeen agrees to provide the services listed on the following equipment:

- 1) 11ea. Servers
- 2) 1ea. BDR
- 3) 176ea. Desktops/Laptops
- 4) 18 iPads
- 5) 284 ChromeBooks
- 6) Smartboards
- 7) Projectors
- 8) Docking cameras
- 9) Wireless Canopy
  - a. 24 Access Points
- 10) Network Printers
- 11) All Applicable Firewalls (work with state of SD), Routers and Switches

## **7. Excluded Services**

Service rendered under this Agreement does not include:

- 1) Parts, equipment or software for customer's telecommunications systems which are not covered by the Vendor's warranty or support.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 4) The cost to bring Client's environment up to minimum standards required for Services.
- 5) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 6) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Expetec of Aberdeen, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Expetec of Aberdeen.
- 7) Maintenance of Applications software packages, whether acquired from Expetec of Aberdeen or any other source unless as specified in Appendix B.
- 8) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 9) Training Services of any kind.
- 10) This proposal does not include replacement of or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones, Blackberry's nor any other specialized accessory), unless this equipment was originally provided under this agreement or a pre-existing Expetec's agreement. All labor required for installation of the above devices is covered under this agreement.
- 11) Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and will be invoiced separately.

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I Have read and agree with this page.

Expetec of Aberdeen \_\_\_\_\_

Client \_\_\_\_\_

**8. Confidentiality**

Expetec of Aberdeen and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

**9. Miscellaneous**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. Jurisdiction and venue shall exclusively lie in the County of Brown, City of Aberdeen. It constitutes the entire Agreement between Client and Expetec of Aberdeen for monitoring/maintenance/service of all equipment listed in "Appendix B". This agreement can be modified by a signed written Addendum by both parties. If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, Expetec of Aberdeen shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Expetec of Aberdeen is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

**10. Acceptance of Service Agreement**

This Service Agreement covers those services and equipment listed in "Appendix B" or as modified with an addendum which may result in an adjustment to the Client's monthly charges. Should Client wish to acquire additional equipment or services and wants Expetec of Aberdeen to provide service, prior approval from Expetec of Aberdeen must be obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Jennifer Boomsma-Kelsey  
Authorized Signature                      Wolsey-Wessington School District                      Date

Bryan German  
Authorized Signature                      Expetec of Aberdeen                      Date

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I Have read and agree with this page.  
Expetec of Aberdeen \_\_\_\_\_  
Client \_\_\_\_\_