

LACZAZ-YO-FOP

NORTHWESTERN AREA SCHOOL DISTRICT # 56-7

MELLETTTE, SD

Empowering all students to become lifelong learners

EDUCATIONAL PHILOSOPHY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

It is the philosophy and purpose of the Northwestern Area School to give each individual student the best education possible. We recognize that in today's society, education is a continuous process of learning, not only for the present but also for the future. Therefore, the Board will provide an educational environment that promotes and enhances learning as a life-long endeavor. In addition, the Board believes that education is not just the development and refinement of mental capacity but a process that assists the students in meeting their physical, social, aesthetic, and emotional requirements.

The philosophy is to consider each student separately, giving consideration to different attitudes and abilities with the welfare of the student the most important factor. We will strive to provide a good environment for learning by providing good instructors, up to date materials, and classroom atmosphere conducive to learning. The Northwestern Area School Board and Administration will continue to improve by searching for new ideas and methods to provide the learning environment in the school that fosters maximum student growth.

It is further realized that mutual rapport among the home, student, staff, administration, School Board and total community is necessary to implement this philosophy.

MISSION STATEMENT

To empower all students to become lifelong learners.

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: December 8, 2008 LF

SECTION I

GENERAL POLICIES

EQUAL RIGHTS POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern Area School Board believes that everyone has the right to maximize his or her abilities or opportunities. Therefore, no one will be denied educational or employment opportunities based on race, color, creed, religion, sex, handicap, economic status, sexual orientation, national origin, or ancestry.

To accomplish this policy on nondiscrimination, the Northwestern Area School District will make every effort to provide all students and employees equal access with respect to admission or membership in school-sponsored organizations, clubs, or activities; access to facilities; distribution of funds; academic or employment evaluation; or any other aspect of school-sponsored programs or activities.

Anyone believing that the Northwestern Area School District has discriminated against someone on the basis of race, color, creed, religions, sex, handicap, economic status, sexual orientation, national origin or ancestry, may file a complaint with the Northwestern Area School Board. The person filing the complaint need not be the victim of the alleged discrimination, but may complain on behalf of another person or group. This complaint must be filed within 180 calendar days of the date of the alleged discrimination, unless filing is extended by the Northwestern Area School Board for good cause.

The Northwestern Area School District shall operate in compliance with all of the following:

- Title IX of the Education Amendments of 1972
- Title VI of the Civil Rights Act of 1964
- The Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973
- Title II of the Americans with Disabilities Act
- Section 427 of the General Education Provision Act

ADOPTED ON JUNE 12, 2000

Reviewed/Initials September 14, 2015/RB

Public Complaints about School Personnel

The Northwestern Area School District welcomes constructive criticism of the schools when it is motivated by a sincere desire to improve the quality of the education program and to help the school personnel in performing their tasks more effectively.

The School Board places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the School Board as a whole or to a Board member as an individual, it shall be referred to the school administration for study and possible solutions. The individual employee involved shall be advised of the nature of the complaint and will be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them.

In cases of discipline or other school matters relating to their children, parents will first discuss the matter with the teacher. If, for some reason, they are not satisfied, they may further discuss that matter with the following persons in the following order: the building principal, then the superintendent or his/her designee. If the superintendent is unable to satisfy the parents, he/she will report the case to the School Board for consideration and action. The Board will not consider or act on complaints that have not been explored at the appropriate administrative level. The Board will consider hearing citizen complaints when they cannot be resolved by the administration. Matters referred to the Board must be in writing and should be specific in terms of the complaint and the action desired.

If it appears necessary, the administration, the person who made the complaint, or the employee involved may request an executive session of the Board for the purposes of further study and a decision by this body. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues. Hearsay and rumor shall be discounted, as well as emotional feelings except those directly related to the facts of the situation.

The School Board will render its decision, which the superintendent will implement. The decision of the Board may be appealed pursuant to SDCL 13-46, Appeals in School Matters.

APPROVED: OCTOBER 12, 2015

GRIEVANCE POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern Area School Board recognizes that there may be concerns in the school district and that individuals should have some means by which their concerns may be effectively expressed, considered, and dealt with fairly. Such means, if well conceived and understood in advance, can do much to maintain harmonious relationships between the schools, the students and the community.

The Board desires complaints and grievances to be resolved through orderly processes and at the lowest possible level, but the Board in instances provides that channel for eventual hearing when this becomes necessary. Therefore, anyone wishing to file a formal complaint with the Northwestern Area School District should submit in writing within 30 days of the alleged incident the following information in a letter:

- ❖ Your name and address and a telephone number where you may be reached during business hours is helpful but not necessary.
- ❖ A general description of the concern of alleged grievance in sufficient detail to understand what occurred, when it occurred, and the basis for the concern or the alleged grievance.

The Northwestern Area School Board will then review the above information at its next scheduled Board meeting and a determination will be made at that time.

The Board's decision will be final unless an appeal hearing is requested. Hearing Procedures are attached.

ADOPTED ON JUNE 12, 2000

Review date/initials: September 14, 2015/RB

HEARING PROCEDURE

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

- 1) The school board will appoint a school board member or a person who is not an employee of the school district as the hearing officer; said hearing officer will rule on all objections by either side and questions of the procedure.
- 2) At least a majority of the school board members must be present at the hearing and no member of the board not present at the hearing may vote on the decision of the board.
- 3) Each party may make an opening statement and a closing statement. The party that makes the first opening statement shall have the privilege of making the last closing statement. Opening and closing statements shall be made without interruption or objection.
- 4) Each party may introduce evidence, present witnesses, and examine and cross-examine witnesses.
- 5) Each party may be represented by an attorney (at his/her own cost).
- 6) The school administration will present its case first.
- 7) The hearing is closed to the public. The school board will make a verbatim record of the hearing by means of an electronic or mechanical device or by a court reporter. This records and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed.
- 8) Witnesses may be present only when testifying. 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.
- 9) Each party may raise any legal objection to evidence.

- 10) The hearing officer will admit all relevant evidence, however, the hearing officer may limit unproductive or repetitious evidence.
- 11) The hearing officer may ask questions of witnesses and may allow other school board members to interrogate witnesses.
- 12) After the hearing, the school board will 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 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 the opposing party is present.
- 13) After the conclusion of the hearing, the school board will enter a written finding of the fact, conclusions of law and its decision within the time limits provided by law.
- 14) 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 an open meeting.
- 15) If the hearing is for a student, the motion will omit the name of the student and will state the reason for the board's action. The school board will notify the student's parent(s) or guardian, or a student who is 18 years of age or older or who is an emancipated minor in writing of the decision. The notice will state the action that will be taken in the case and if expulsion is required the notice will state the length of expulsion.

COMMUNITY USE OF SCHOOL FACILITIES POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

Since the district schools belong to the people of the school district, and since the district plant facilities are established, maintained, and operated by funds largely provided by local taxes, the Northwestern Area School Board accepts the responsibility for making its plant facilities available to organizations, associations, and individuals of the community for appropriate civic, cultural, welfare, or recreational activities. These activities may not infringe upon nor interfere with the conduct and best interest of the school district or its programs.

More specifically, it is the Board's intention to grant the use of school facilities for activities of cultural, educational, civic, social, recreational, governmental, and general political nature which are to be sponsored by responsible, recognized local persons, organizations, agencies, or institutions. The superintendent will develop regulations to be approved by the board for the use of these facilities. Such regulations will include completion of an application form and a schedule of rental fees that will be determined by the Board.

The superintendent is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the above purposes and limitations.

Right is reserved by the Board to revoke any such permit, without liability, should such action be deemed necessary or desirable.

Applicants requesting permission to use a school building will be held responsible for the preservation of order and for any damage to school facilities. The person signing the application will agree to replace or pay for all damages or lost equipment or material when directed to do so by the school administration.

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: September 14, 2015/RB

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APPLICATION FOR USE OF NORTHWESTERN SCHOOL FACILITIES/EQUIPMENT

Please fill out this sheet and mail or return it to the Office of Superintendent for authorization. An approved copy will be returned to you. Payment is to be in advance of the activity and should accompany this application for facilities.

Organization _____ Address _____

Person in Charge _____ Phone Number _____

Purpose _____

Date Wanted _____ Time Wanted: From _____ To _____

Check the Facilities/Equipment Needed:

_____ Auditorium and Lobby \$75.00 per day
If showers and/or kitchen are used,
\$25.00 additional will be charged for each.

_____ Showers \$25.00

_____ Kitchen \$25.00

_____ Bus \$1.50 per mile + driver salary (school contract)

_____ Genie Lift \$20.00 per hour/\$125.00 per day

_____ Other

Total \$ _____

Supervisor may be required and must be approved by Superintendent! Party renting will be responsible for paying supervisor at the rate of \$10.00 per hour.

Equipment Needed:

_____ Chairs (up to 300) How many? _____

_____ Tables (lobby tables + 2) How many? _____

_____ Piano

_____ Podium

_____ Microphone

_____ Video Screen

Prohibited Activities

The following activities will be prohibited on school grounds or in school facilities.

1. Partisan political meetings.
2. Promulgating any theory of doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence.
3. Any activity that may violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds or equipment.
4. Any purpose in conflict with school activities.
5. Commercial advertising.

- 6. Fund-raising campaigns except as permitted by Board policy or special action of the Board.
- 7. Activities which are discriminatory in the legal sense.
- 8. Alcoholic beverages will not be allowed on school premises.

SDCL 13-24-20 provides:

The school board may rent or grant use of school facilities, motor vehicles or land belonging to the school district for any purposes, which it considers advisable as a community service for such compensation as it determines. The use may not interfere with school activities. Any person or persons or public body using such school facilities motor vehicles or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any suit for damage, which might arise as the result of such use or occupancy.

This agreement is not valid and the facility may not be used unless this Agreement is signed by the person or organization submitting the request prior to the facility use. In addition to the liability undertaken herein by the person or organization using the facility, such person or organization is responsible to leave the facility in the manner in which it was found, without exception, including without limitation that any areas used be left clean and neat and all equipment be returned in the same condition it was when the use was granted.

Signature of person in charge of event

Date

Approved by

Date

ADOPTED ON FEBRUARY 11, 2008

Review Dates/Initials: December 8, 2008/LF

FACILITY USE AND EQUIPMENT AGREEMENT

The School Board of the Northwestern Area School District 56-7 has determined that allowing the to use the facilities listed below would constitute a community service, as that term is used is SDCL 13-24-20.

Please list the specific facility and equipment to be used:

The use of the facility listed above is for use for the _____ . The fee for the use of the facility shall be determined by the school board. Rules for use of the facility and equipment have been prepared by the administration and are attached hereto as Exhibit 1 and incorporated herein by this reference.

NEITHER THE SCHOOL DISTRICT, THE SCHOOL BOARD, NOR ANY OFFICER OR EMPLOYEE OF THE SCHOOL DISTRICT IS LIABLE FOR ANY INJURY THAT OCCURS AS A RESULT OF THE USE OF THIS FACILITY, REGARDLESS OF THE CAUSE OF INJURY, INCLUDING THE DESIGN, MAINTENANCE OF AND CONDITION OF THE FACILITY AND EQUIPMENT USED UNDER THIS AGREEMENT.

THE _____ AND ITS MEMBERS, OFFICERS, AND EMPLOYEES ARE LIABLE FOR DAMAGE TO PROPERTY AND PERSON THAT MAY ARISE AS A RESULT OF THE USE OF THIS FACILITY, AS PROVIDED IN SDCL 13-24-20, AND ARE LIABLE FOR REPLACEMENT COSTS TO RESTORE THE FACILITY OR EQUIPMENT UTILIZED PURSUANT TO THIS AGREEMENT.

SDCL 13-24-20 provides:

The school board may rent or grant the use of school facilities, motor vehicles or land belonging to the school district for any purposes, which it considers advisable as a community service for such compensation as it determines. The use may not interfere with school activities. Any person or persons or public body using such school facilities motor vehicles or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any suit for damage, which might arise as the result of such use or occupancy.

Pursuant to this agreement, "any and all damages" stated in the statute above shall mean replacement costs.

This agreement is not valid and the facility may not be used unless this Agreement is signed by the person or organization submitting the request prior to the facility use. In addition to the liability undertaken herein by the person or organization using the facility, such person or organization is responsible to leave the facility in the manner in which it was found, without exception, including without limitation that any areas used be left clean and neat and all equipment be returned in the same condition it was when the use was granted.

Board Chairman, Superintendent or Business Manager

Date

I have read the foregoing Agreement and agree with its terms. I understand that I, individually, and the organization I represent are liable for any damages, as above defined as replacement costs, caused to the facility, and any damages or injuries that may occur to any person as a result of the use of the facility.

NAME OF ORGANIZATION

Signature of Individual or representative

DATE

PUBLIC GIFTS POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

Gifts, grants, bequests, or other devises to the schools or any school department may be accepted by the school district and will become district school property. All gifts will be accepted in the name of the school district, but may be designated for use in a particular department. All items must be of legitimate use in the school program.

Gifts will not be accepted if there is excessive cost of maintenance or installation. Where installation is required, the gift will be installed under the supervision of district personnel.

The Board is under no obligation to replace the gift if it is destroyed or becomes worn out.

The Board welcomes gifts of books and other materials to school libraries provided they meet the same standards of selection as those applied to the purchase of library materials. School libraries may dispose of gifts as their discretion (for example, if the books is out-of-date or in poor physical condition).

The Board directs the superintendent to assure that an appropriate expression of thanks is given to all donors.

LEGAL REF: SDCL 13-14-5

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: September 14, 2015/RB

SMOKING ON SCHOOL PREMISES POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern Area School Board recognizes that smoking represents a health and safety hazard that can have serious consequences for the smoker and nonsmoker and the safety of the District. In order to protect the students, staff, employees, visitors and guests of the District from an environment that may be harmful to them, and because of possible harm to personal well-being, the Board hereby prohibits smoking by staff members, employees, visitors, or guests in all District buildings, on grounds, and in all school vehicles at all times.

For the purpose of this policy, "smoking" will mean all uses of tobacco, including cigars, chewing tobacco, cigarettes, and pipes.

It is understood that this policy will be in addition to other Board policies concerning the prohibition of smoking by students on school property and in school vehicles.

This smoking prohibition will be in effect 24 hours a day, seven days a week, and will apply to anyone present in District buildings or on District grounds.

The Board hereby directs the superintendent to formulate the necessary rules and procedures to ensure the enforcement and implementation of this nonsmoking policy.

LEGAL REFS: SDCL 34-46-2

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: September 14, 2015/RB

EMERGENCY PLANS POLICY

NORTHESTERN AREA SCHOOL DISTRICT #56-7

Advance planning for emergencies and disasters is essential to provide for the safety of students and staff; it also strengthens the morale of all concerned to know that preparedness plans exist and that students and staff have been trained in carrying out the plans.

The Superintendent will develop and maintain an Emergency Planning Guide containing emergency plans that meet requirements for preparedness in case of fire, violent acts, civil emergencies, and natural disasters. All personnel and students will follow policies and procedures set forth in the guide.

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

ADOPTED ON JUNE 12, 2000

Review date/initials: September 14, 2015/RB

FUNDRAISING POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern Area School Board recognizes the need for organizations to raise funds for various valid needs. However, in order to maintain a high educational environment, there will be no solicitation of or by students or school employees on school properties (including buses) during the school day without approval. For purposes of this policy, the time spent riding the bus to and from school will be included in the school day.

All fundraising activities will have administration approval prior to the activity's occurrence. The activity will occur in a designated place at a designated time. This activity will be monitored by the organization's advisor or administrative designee. It will be the duty of said advisor to oversee the funds and to insure that these funds are deposited with the School Business Manager in a timely manner.

It will be the responsibility of the organization members to setup, engage in actual fundraising activity, cleanup, and all other facets of the activity as deemed by the administration.

ADOPTED JUNE 12, 2000

Review Dates/Initials: September 14, 2015/RB

ALCOHOL AND DRUG USE ON SCHOOL PROPERTY POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern Area School Board commits itself to a continuing good faith effort to maintain a drug free facility. Therefore, there will be no drinking or possession of alcoholic beverages or illegal drugs by anyone at any event held in/or on school facilities, or in any district vehicle or privately owned vehicle which has been designated by the school to officially transport students or staff, or at any school sponsored event at another facility or location.

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: September 14, 2015/RB

SEXUAL HARASSMENT POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

POLICY – It is the district’s policy that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or student of the school district may sexually harass another. Any employee or student will be subject to disciplinary action including possible termination for violation of this policy.

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

RESPONSIBILITY – School district officers, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. Workshops and activities will be provided by the school district to explain the policy and laws. Careful scrutiny will be undertaken of all allegations of sexual harassment. False allegations that are malicious or ill-founded may constitute libel or slander. Copies of the policy will be available at all administrative offices.

COMPLAINTS – Any employee/student who believes that he or she has been a subject of sexual harassment by a district employee or officer should report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor’s immediate supervisor. Students should report such incidents to the guidance counselor and/or responsible administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained.

If an employee or student files a written complaint because of dissatisfaction with the handling of the complaint, he or she may utilize any applicable grievance procedure.

SURROGATE PARENT POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

- I. Identification of member at the district or building level responsible for referring students in need of a surrogate parent.
 - a. Surrogate parents shall be appointed by the district superintendent or designee.
 - b. The district shall ensure that a person selected as a surrogate has no interest that conflicts with the interest of the child he or she represents and has knowledge and skills that ensure representation of the child.

- II. Provide inservice training for determining whether a child needs a surrogate parent.
 - a. Ensure that the rights of a child are protected when no parent can be identified.
 - b. A surrogate parent will not be appointed until after the district, after reasonable effort cannot discover the whereabouts of a parent.
 - c. A surrogate parent may represent the child in all matters relating to the identification, evaluation, education placement of the child, and the provision of a free appropriate public education to the child.

- III. Establish a referral system (placement committee) within the district for the appointment of a surrogate parent.

- IV. The district superintendent is responsible for reporting to the placement committee on the performance of the surrogate parent.

- V. Continuation as a surrogate parent: An individual assigned as a surrogate parent shall continue in that capacity as long as the child meets the following conditions.
 - a. Remains eligible for special education or special education and related services.
 - b. Meets the criteria for the appointment of a surrogate parent or unless the person appointed as a surrogate parent fails to represent the best interest of the child.
 - c. Remains a resident of the placing district.
 - d. Removal of an individual as a surrogate parent shall be accomplished by the district superintendent or designee.

Date

Superintendent

READOPTED JUNE 12, 2000

Review Date/Initials: December 8, 2008/LF

President of the Board

K-8 RETENTION POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

It is well within the scope of the school board's authority to retain those students who have failed to achieve the minimum levels of competency established for a particular grade level. Due to SDCL 13-28-2 Kindergarten students may not be retained absent parental consent. Eighth grade students may be retained.

READOPTED ON JUNE 12, 2000

Review date/initials: September 14, 2015/RB

POLICY ON REIMBURSEMENT OF TRAVEL EXPENSES NORTHWESTERN AREA SCHOOL DISTRICT #56-7

TEACHERS & STAFF

All teacher and staff travel must be approved by the superintendent or his designee and will be reimbursed at the following rates:

Mileage: Employees shall reserve in advance, and drive school-owned vehicles for travel whenever possible. In the event employees are required to use their own vehicle for travel, the school district shall reimburse at the mileage rate set by the school board at its annual meeting in July.

Lodging: When travel requires an overnight stay the school district will pay for lodging. All requests for lodging accommodations must go through the business office and an attempt made to locate lodging as near to the prevailing state rate as possible. Staff and teachers will be encouraged to share rooms with others whenever feasible and economy accommodations used if state rate cannot be obtained. Lodging should be billed to the school directly whenever possible.

Meals: When travel requires an overnight stay the school district will provide reimbursement for meals at the prevailing state rates. Breakfast will be allowed if leaving before 5:30 a.m. or returning after 7:59 a.m.; lunch allowed if leaving before 11:31 a.m. or returning after 12:59 p.m. and dinner allowed if leaving before 5:31 p.m. or arriving after 7:59 p.m. Meal expense will not be allowed when meal is included in the registration.

Other: Employees must furnish receipts for any other authorized out-of-pocket travel expenses including parking fees, motel, airline tickets, taxi or other airport transportation, etc. Payments to employees will be made only upon the submission of a properly executed Staff Travel Voucher (attached).

STUDENTS

Travel expenses for students shall be paid only for overnight trips required for the purpose of participating in South Dakota High School Activities Association sanctioned event.

Lodging: Lodging will be provided by the school. Students are expected to share rooms to the maximum capacity allowed by the hotel/motel facility whenever feasible.

Meals: Reimbursement rates for student meals shall be set at the annual meeting in July. Breakfast will be allowed if leaving before 7:00 a.m. or returning after 8:00 a.m.; lunch allowed if leaving before 11:00 a.m. or returning after 1:00 p.m.; and evening meal allowed if leaving before 5:00 p.m. or returning after 7:00 p.m. Meals shall be allowed for each day of the state activity.

Payments to students will be made only upon the submission of a properly executed Student Travel Voucher (attached).

ADOPTED ON AUGUST 13, 2000

Review Date/Initials: September 14, 2015/RB

STAFF TRAVEL VOUCHER
NORTHWESTERN SCHOOL DISTRICT
Spink County, Mellette, SD 57461

NAME _____ PURPOSE OF TRIP _____

ADDRESS _____

DATE AND TIME:

LEFT HOME _____ RETURNED _____

MILEAGE: FROM _____ TO _____ MILES _____
 FROM _____ TO _____ MILES _____

MEALS: The maximum allowance is \$26.00 per day. To claim the breakfast allowance, you must leave your home station before 5:30 a.m. or return after 8:00 a.m. To claim the noon allowance, you must leave before 11:30 a.m. or return after 1:00 p.m. To claim the evening allowance, you must leave before 5:30 p.m. or return after 8:00 p.m. The \$26.00 allowance is broken down to \$5.00 for breakfast, \$9.00 for lunch, and \$12.00 for the evening meal. If meals are claimed for a full day, the \$26.00 allowance need not be broken down to each meal. Meal expense cannot be claimed when included in registration.

Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____

I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief is true and correct.

Total Claim _____

 Staff Employee Signature

 Staff Employee Signaure

 Staff Employee Signature

 Staff Employee Signaure

 Date

 Date

STUDENT TRAVEL VOUCHER
NORTHWESTERN SCHOOL DISTRICT
Spink County, Mellette, SD 57461

NAME _____ PURPOSE OF TRIP _____

ADDRESS _____

DATE AND TIME:

LEFT HOME _____ RETURNED _____

HOTEL: Rooms to be arranged by instructor (with prior approval from the Superintendent) at the most reasonable rates possible. Students will be asked to share rooms up to the maximum number allowed by the hotel/motel facility.

MEALS: The maximum allowance is \$18.00 per day. To claim the breakfast allowance, you must leave your home station before 5:30 a.m. or return after 8:00 a.m. To claim the noon allowance, you must leave before 11:30 a.m. or return after 1:00 p.m. To claim the evening allowance, you must leave before 5:30 p.m. or return after 8:00 p.m. The \$18.00 allowance is broken down to \$5.00 for breakfast, \$6.00 for lunch and \$7.00 for the evening meal. If meals are claimed for a full day, the \$18.00 allowance need not be broken down to each meal. Meal expense cannot be claimed when included in registration.

Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____
Date _____	Breakfast _____	Noon _____	Evening _____

I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief is true and correct.

Total Claim _____

Student Signatures:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NORTHWESTERN AREA SCHOOL DISTRICT #56-7
SPINK COUNTY SOUTH DAKOTA
INVESTMENT POLICY

1. POLICY

Pursuant to SDCL 4-5-8 it is the policy of the Northwestern Area School District to invest idle public funds in a manner to meet the daily cash flow demands of the District with the primary objectives, in priority order, being: a) Safety b) Liquidity c) Return.

2. DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the Business Manager, who shall refrain from personal business activity that could impair his ability to make impartial decisions. The Business Manager acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. In case of extended leave of absence, the Governing Board shall appoint a replacement Officer.

3. AUTHORIZED FINANCIAL DEALER AND INSTITUTION

The Governing Board authorizes the placement of cash resources in the following financial institutions:

- South Dakota Public Funds Investment Trust I (FIT)
- American Bank & Trust and its branches
- Mansfield State Bank
- United States Government and its subdivisions

4. AUTHORIZED AND SUITABLE INVESTMENTS

The Northwestern Area School District is empowered by statute to invest in the following types of securities:

- Interest bearing checking accounts
- United States Treasury bills, bonds, and notes (SDCL 4-5-6)
- United States Government Agencies (SDCL 4-5-6)
- Certificates of Deposit (CDs) – not to exceed 18 month maturities (SDCL 4-5-6.1)*
- Certificates of Deposit (CDs) purchased through CDARS
- Money Market Mutual Funds – open-end, no-load (SDCL 4-5-6)
- Repurchase Agreements fully collateralized by allowable securities (SDCL 4-5-6)
- Local Government Investment Pool

*When investing in Certificates of Deposit (CDs) public funds will be invested at the highest rate of interest possible from authorized institutions.

5. COLLATERALIZATION

In accordance with the SDCL 4-6A, 51A-10-9, and 52-5-20 Qualified Public Depositories will furnish collateral in the sum equal to one hundred percent (100%) of the public deposit accounts that exceed deposit insurance. The financial institution shall submit a copy of their collateralization report to the Business Manager.

6. REPORTING

The Business Manager shall report periodically, but not less than semi-annually, to the School Board on the status of investments. Presentation may include, but not be limited to:

- Percent invested in each security type (CD, US Treasury, money market funds, etc).
- Listing of investments by maturity date.
- Percent held by each financial institution

7. INTEREST EARNED

The interest earned from investments shall be credited to the General Fund.

POLICY NO B-13

ADOPTED ON FEBRUARY 13, 2007

Review Date/Initials: September 14, 2015/RB

REVENUE CONTRIBUTIONS AND SOLICITATIONS

Solicitation of funds through the school or on school premises, for any purpose, must have prior approval by the Superintendent.

Business sponsorships may be solicited for the acquisition, replacement, improvement or maintenance of certain facilities and equipment. Such business sponsorships will not authorize any particular form of advertisement within the school facilities other than as set forth herein. The School Board may authorize Superintendent to determine the placement of the business' name or logo or both (hereinafter "Business Name") on a particular item or at a particular location for which sponsorship is made, and if appropriate to establish different levels of monetary sponsorship which will result in different size and location of the business name.

The business name to be displayed shall not promote any public or private action, behavior, product or service which, if purchased, performed or used by a student, would constitute a violation of Board policy, state or federal law. Such prohibitions include, but are not limited to:

1. Promoting hostility, disorder, violence or attacks on any person or group of persons;
2. Promoting discrimination including, but not limited to, demeaning, harassing, or ridiculing any person or group of persons on the basis of color, race, national origin, religion, gender, disability, age, or other protected class;
3. Libelous or defamatory statements or information;
4. Promoting, favoring or opposing the candidacy of any person for any public office, or a position on any public political or social issue;
5. Promoting any religious or political organization;
6. Promoting the use of alcohol or tobacco;
7. Depicting, suggesting or promoting pornographic, obscene or sexually-suggestive images, material or activities that are inappropriate in the public school setting, as determined by prevailing community standards in this District; or
8. Any message that is inconsistent with the educational mission of the District.

Displays of business name pursuant to this policy shall not be done in classroom areas or in hallways adjoining classrooms. Generally, such displays shall be limited to facilities that are regularly viewed and utilized by the public, such as the gymnasium, ball field, other outdoor facilities, auditorium and the like.

Any display of business name pursuant to this policy shall not be construed as endorsement or approval of the business or any product or service by the District.

No public forum is created pursuant to this policy, and no person or business shall have an enforceable right to sponsor any particular item, project, or improvement that would result in a display of business name. If there is insufficient space to accommodate all sponsors who wish to participate in a particular project, the Superintendent is authorized to limit or restrict participation based upon the timeliness of the request to participate with respect to the timeliness of other sponsors' requests, and further based upon whether the sponsor's display would be in compliance with the intent and provisions of this policy. If the foregoing does not adequately address the shortage equally qualifying businesses may chosen by lot.

Revenue enhancement that involves the use of sponsorship resulting in the display or a business name shall be done pursuant to a written agreement between the sponsoring business and the School Board. The agreement will describe the nature and form of the business name, the time duration for which the display will be made, location of the display, and the amount of revenue the District will derive as well as terms of payment. All payments will be deposited into the District's general fund. The business may indicate its preference as to the principal purpose for which the sponsorship revenue will be used, but the final decision as to the use of the funds is within the sole discretion of the School Board.

ADOPTED:8/8/11 LF

B14

Policy 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 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 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 board members, the school district fiscal agent (business manager), school officers and executives (school administrators) from having an interest in a contract, or receiving a direct benefit from a contract, if the school district is a party to that contract or has a separate contract which is related to the contract of the school board member, business manager or school administrator, unless the school 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 board member, the business manager or a school administrator in each of the following situations:

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

A school board member, business manager or school 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 school board members, school administrators and the school business manager apply in addition to SDCL Ch. 3-23 and this policy, the more restrictive conflict of interest law shall apply.

Any school board member, school administrator or school business manager who knowingly violates SDCL Ch. 3-23 commits a criminal offense (Class 1 misdemeanor). Any school board member who knowingly violates the provisions of this policy is subject to being removed as a school board member. Any school administrator or business manager who knowingly violates the provisions of this policy is subject to his or her employment relationship with the school district being terminated. Unless the school board has granted a waiver, the contract in which the school board member, school administrator or school business manager has an interest or receives a direct benefit is voidable by the school board and any benefit received by the school board member, school administrator or school business manager is subject to forfeiture.

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

1. the school board member, school administrator or school business manager provides a full written disclosure to the school board;
2. the school board reviews the essential terms of the contract or transaction and the school board member's, school administrator's or school business manager's role in the contract or transaction;
3. the school 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 school 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 school board member, school administrator or school business manager having the potential conflict of interest must submit the Request for School Board Waiver form, Exhibit AH-E(1).
2. The request should be submitted to the school 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 School Board, the Superintendent 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 Board, the Superintendent or the Business Manager less than 5 calendar days before the scheduled meeting may be deferred until the following school 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 district 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 School District 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 school district attorney represents the school district and the school board, and not school board members, school administrators, or the school business manager, in their individual capacities. School board members, school administrators, and the school 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. School Boards will have a regular agenda item at the beginning of the school board meeting agenda when the school board will address disclosures and requests for a waiver.
2. Disclosures and requests for a waiver submitted to the President/Chairperson of the School Board, the Superintendent or the Business Manager, at least 5 calendar days before the scheduled meeting will included in the posted agenda and acted upon at the next scheduled meeting.
3. Disclosures and requests received by the President/ Chairperson of the School Board, the Superintendent 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 school board believes the request form information is incomplete, the school 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 school board may receive the needed information from the requesting party at the school board meeting when the waiver request is being addressed.
5. When considering a waiver request, the school 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 school 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 school board member, school administrator or school 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 School Board or other authorized School Board Member, and filed with the Auditor General.

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

ADOPTED: February 6, 2017

Reviewed/Initials:

NORTHWESTERN AREA SCHOOL DISTRICT 56-7 SCHOOL BOARD

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

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

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

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

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

Signature of School Board President/Chairperson or Authorized Member:

Printed Name: _____

Date: _____

Date mailed to Auditor General _____

THIS IS A PUBLIC DOCUMENT

REQUEST FOR SCHOOL BOARD WAIVER

Date: _____

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

Brief explanation of the potential conflict of interest:

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

- (1) All parties to the contract

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

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

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

- (5) The length of time of the contract

- (6) Any other relevant information

Signature of Person Requesting Waiver: _____

RESTRAINT AND SECLUSION POLICY

I. Policy Rationale and Philosophy

Reasonable efforts should be made to prevent the use of restraint and the use of seclusion thus enhancing academic and social behavioral outcomes for all students.

The District believes that the school environment should be one in which the care, safety, and welfare of all students and staff members are priorities. Efforts to promote positive interactions and solutions to potential conflict should be extensive. In the event that an individual's behavior presents a threat of imminent harm to self or others, the use of approved physical intervention or seclusion strategies to maintain a safe environment may be used as the last resort.

II. Definitions

a. Physical Restraint:

- i. The use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include physical escort, mechanical restraint, or chemical restraint.
- ii. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes:
 1. To break up a fight;
 2. To knock a weapon away from a students' possession;
 3. To calm or comfort;
 4. To assist a student in completing a task/response if the student does not resist the contact;
 5. To prevent an impulsive behavior that threatens the student's immediate safety (i.e. running in front of a car).

b. Seclusion:

- i. The involuntary isolation of a student in a room, enclosure or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

c. Time Out:

- i. A behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

III. Requirements for the Use of Physical Restraint:

Physical restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible. If physical restraint is applied the staff members must:

- a. Implement in a manner that is age and developmentally appropriate;
- b. Ensure safety of other students and protect the dignity and respect of the student involved. Combine use with other approaches (non-physical interventions are always preferred) that will diminish the need for physical intervention in the future;
- c. Use the least amount of force necessary, for the least amount of time necessary;
- d. Be appropriately-trained.

- e. Continually observe the student in restraint for indications of physical or mental distress.
- f. Contact appropriate emergency entities according to district crisis policy if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved;
- g. Remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated; following the use of physical restraint, the individual should be assessed for injury or psychological distress and monitored as needed following the incident.

IV. Prohibited Practices for Use of Restraints

Staff members are not to use any physical restraints for which they have not been trained by the district. Staff members are not to use any unauthorized physical restraints. This includes but is not limited to:

- a. Prone restraint, which is physical pressure applied to any part of the student's body to keep the student in a face down position on the floor or other surface, except when the use is necessary and reasonable in manner and moderate in degree; Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that involves the use of pinning down a student by placing knees to the torso, head, and or neck of the student;
- b. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
- c. Uses pressure point, pain compliance, or joint manipulation techniques;
- d. Corporal punishment;
- e. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
- f. Deprivation of basic needs;
- g. Chemical restraint;
- h. Mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);
- i. Using other students or untrained staff to assist with the hold or restraint;
- j. Securing a student to another student or fixed object;
- k. Aversive behavioral interventions; or
- l. Seclusion in a locked room or area.

V. Requirement for Use of Seclusion

Given a threat of immediate risk of physical harm to the student or others, the following principles must always be applied:

- a. A room or area used for seclusion must:
 - i. Provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and
 - ii. Not be locked.
- b. Staff must:
 - i. Implement in a manner that is age and developmentally appropriate;
 - ii. Ensure safety of other students and protect the dignity and respect of the student involved;
 - iii. The least amount of time necessary;
 - iv. Be appropriately-trained;
- c. Staff must continually observe the student for the duration of the seclusion;

- d. If at any point the staff assesses that the intervention is insufficient to maintain safety of all involved, emergency personnel will be contacted;
- e. Seclusion ceases when the immediate risk of physical harm to self or others has dissipated;
- f. Upon each use of seclusion, the student shall be assessed for injury or psychological distress and monitored as needed following the incident.

VI. Prohibited for Use of Seclusion

- a. Use of seclusion in any environment that does not meet the above criteria.
- b. Deprivation of basic needs;
- c. Seclusion shall not be used;
 - i. As a form of discipline/punishment
 - ii. As a means to coerce, retaliate or in a manner that endangers the student;
 - iii. For the convenience of staff;
 - iv. As a substitute for an educational program;
 - v. As a substitute for less restrictive alternatives;
 - vi. As a substitute for inadequate staff; and/or
 - vii. As a substitute for positive behavior supports or other crisis prevention.

VII. Reporting and De-Briefing Requirements after the use of Physical Restraint or Seclusion:

- a. The staff member(s) using physical restraint or seclusion shall complete all district required reports and document staff observations of the student.
 - i. As soon as possible under the circumstances the staff member(s) using physical restraint or seclusion shall inform the appropriate school administrator of the use of physical restraint or seclusion.
 - ii. The District's Incident Report shall be completed upon occurrences of physical restraint or seclusion.
 - iii. Completion of the form and submission of the Incident Report to the appropriate administrator must be done the same day the staff member(s) used physical restraint or seclusion.
 - iv. An administrator shall attempt to contact the parent/guardian during the same day of the incident.
 - v. A copy of the Incident Report must be made available to parent/guardian by the administrator within 24 hours after receipt of the Incident Report.
- b. The administration shall conduct a debriefing with all involved staff and parents and, if appropriate, the student;
 - i. Debrief utilizing the District's Debriefing Form.
 - ii. Evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; During the Debrief, if the behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavioral Assessment, and/or a Behavior Intervention Plan must be completed.
 - iii. During the Debrief, if the behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavioral Assessment, and/or a Behavior Intervention Plan must be completed.

VIII. Training and Professional Development

- a. The District will ensure that an appropriate number of personnel in each building are trained in crisis management and de-escalation techniques.

- b. The school district will maintain written or electronic documentation on training provided and lists of participants in each training.
 - c. All student personnel shall be trained annually on this policy.
- IX. District Monitoring:
- a. The school board and superintendent shall monitor the implementation of this policy.
 - b. This policy shall be accessible on the District's website.
 - c. The District shall notify all parents annually on the school's website of its policy on seclusion and restraint.
- X. Complaint:
- a. A parent/guardian who feels that a school employee violated this policy may file a complaint.
 - b. If the student is a student with a disability, the parent/guardian of the students with a disability may file a complaint with the South Dakota Department of Education, Office of Special Education instead of filing a complaint.

Adopted: July 9, 2018

School Boards Ethics Policy

Members of the District's Board of Education are elected or appointed officials of local government, and are responsible for governing the educational system of the public school district. Each Board of Education governing board member shall:

1. Adhere to the principle that the responsibility of the school board is to govern the District, which includes but is not limited to establishing goals, planning, developing effective policies, and evaluation;
2. Practice good stewardship of the District's resources;
3. Leave the daily administration of the schools to the Superintendent;
4. Continue professional development;
5. Recognize and follow the legal principles that (a) the authority vests with the majority of the members of the governing board when assembled in meetings as authorized by law, (b) no individual school board member has, or a minority of school board members have, the legal right to bind the District, and (c) no individual school board member may make decisions on behalf of the District unless upon approval of a majority of school board members.
6. Make informed decisions on matters brought before the school board;
7. Recognize and adhere to the policy that it is the responsibility of the school board to plan, make, implement, appraise, and enforce policies and that it is not the responsibility of the school of the school board to plan, make, implement, appraise, and enforce policies and that it is not the responsibility of the school board or school board members to run the day-to-day operations of the District;
8. Observe and enforce federal and state laws and regulations;
9. Respect the limited intent and scope of executive sessions as set forth in statute;
10. Respect confidential communications made during executive sessions held pursuant to SDCL 1-25-2 and shall not divulge privileged communications made during executive session held pursuant to SDCL 1-25-2 unless required by law, and shall respect confidential communications related to students and employees, and shall not discuss such confidential information at home, at work or in public;
11. Distinguish between personal views and those of the school board when making public comments regarding school district matters;
12. Present information to the school board without distortion and accurately represent facts concerning school district matters in direct or indirect public statements;
13. Maintain professional relationships in a manner which are free of vindictiveness, recrimination and harassment;
14. Refer persons having complaints to the applicable complaint policy and appropriate school administrator; refrain from giving an opinion on the merits of the complaint unless, following the complaint procedure required in the school board complaint policy, the matter is before the school board;
15. Respect the legitimacy of the goals and interests of other school board members and respect the rights of other school board members to pursue goals and policies different from their own;
16. Respect, require and contribute to the maintenance of order and decorum in proceedings before the school board;
17. Be honest, patient, dignified, and courteous to those with whom he/she deals with in his/her official capacity;
18. Diligently discharge responsibilities and dispose promptly of the business of the school district for which he/she is responsible;
19. Inform the school board president or school district business manager as soon as possible upon learning that he/she will not be in attendance at a school board meeting;
20. Refrain from personal, professional, business and financial dealings that interfere with or are in conflict with, or give the appearance of interfering with or being in conflict with, the performance of official duties;
21. Not use the office of a school board member to promote political candidates or partisan political activities;

22. Not accept nor offer any gratuities, gifts, services, or things of value that (a) impair professional judgment, (b) offer special advantage or benefit to any person or organization, or (c) provide a direct or indirect personal benefit.
23. Not commit any act of moral turpitude or gross immorality;
24. Render a decision as a school board member only after having discussed the matter with other board members in a legal school board meeting, after having reviewed applicable information and data, and after having considered recommendations including but not limited to recommendations from school administration;
25. Support Board decisions made by the majority of governing board members, subject to a board member's right to formally make a motion at a school board meeting to have the decision reconsidered or rescinded;
26. Not have any direct pecuniary interest in a contract with the school district or furnish directly any labor, equipment or supplies to the district unless the amount involved is less than five thousand dollars (\$5,000).
27. Not participate in the discussion or vote on any issue in which I have an actual or the potential of a conflict of interest in the following circumstances:
 - a. "direct pecuniary interest, (a matter benefiting the board member's own property or affording a direct financial gain);
 - b. An "indirect pecuniary interest" (a matter that financially benefits one closely tied to the board member, such as an immediate family member or an employer);
 - c. A "direct personal interest" (a matter that benefits a blood relative or close friend in a non-financial way); and
 - d. An "indirect personal interest" (a matter in which the board member individual's judgment may be affected because of membership in some organization and a desire to help that organization further its policies); or
 - e. When at least two-thirds of the governing board members vote that there is an identifiable conflict of interest that should prohibit the member from voting on a specific matter.
28. Pursuant to SDCL 1-25-2(1), the Board of Education may enter into executive session to discuss the performance of an elected school board member, which may include discussing a perceived or alleged violation of this policy. Should the majority of the school board members determine that a school board member has violated one or more provisions of this policy, the school board may, in open session, reprimand the school board member for a violation of the School Board Member Code of Ethics.

ADOPTED: NOVEMBER 12, 2018

School Sentinel Policy

School Sentinel Program

The Northwestern Area School District authorizes the use of the School Sentinel Program per SDCL Chapter 13-64.

School Sentinels

Individuals interested in becoming a School Sentinel (SDCL Chapter 13-64) will first make application with the superintendent by submitting the School Sentinel Application (Form 1A). The application will be reviewed by the school board during executive session at a following school board meeting. The superintendent and board will then either approve or deny proceeding with this request. If either the superintendent or the majority of the school board (at least 3 school board members) do not sign for approval, the application will be considered denied.

If denied, the individual will not be considered for a school sentinel position for the Northwestern Area School District. If approved for proceeding in the application and testing process, the individual must then complete all the requirements located in Chapter 13-64 inclusive; such as the law enforcement training course per SDCL 13-64-3. In addition, the individual will be required to complete a psychological evaluation and consent to the access and sharing of these results with the superintendent and school board.

Testing results will be reviewed in executive session before determining final approval or denial of a school sentinel designation for the applicant (Form 2B). Final approval will then be contingent upon the signing of acceptance by the superintendent and the majority of the school board (at least 3 school board members).

The costs associated with the School Sentinel Program such as the law enforcement training program, the psychological evaluation, and weapon (if needed) will be the responsibility of the Northwestern Area School District if the applicant has an approved Form 1A. This may also include the costs associated with substitutes for staff.

Northwestern Area School Sentinels will remain confidential and these individuals will not be publicly disclosed. The superintendent is authorized by the school board to revoke an individual's school sentinel designation at any time. It will be the responsibility of the superintendent to inform the board and law enforcement of any changes with personnel regarding the school sentinel program.

APPROVED JUNE 12, 2017

School Sentinel Application
Form 1A

Name: _____

Current Position: _____

Please check the appropriate box:

Y N

I wish to make a formal application to be a Northwestern Area School Sentinel.

I currently have a valid South Dakota concealed weapons permit.

I understand that if approved I will need to complete School Sentinel training per SDCL 13-64-3.

I understand that if authorized I will need to complete psychological testing and allow access to these results by the school district.

I understand that being a School Sentinel is a completely voluntary and unpaid position.

I have submitted the Northwestern Non-disclosure Agreement.

Briefly explain why you wish you be a school sentinel. Include any information that you may want the district to know in making its decision. Attach an additional sheet if necessary.

Signed: _____

Date submitted to superintendent: _____

For Office Use:

Date discussed with school board: _____

This application to proceed with the school sentinel application and testing process has been:

Approved Denied

Date: _____

Signature of Superintendent: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

School Sentinel
Form 2B

Name: _____

Y N

Has provided documentation of successful completion of the school sentinel training program per SDCL 13-64-3.

Has provided documentation of a (current) valid South Dakota concealed weapons permit.

Has undergone psychological testing and shared access to these results with the school district.

Has submitted the Northwestern Area Non-Disclosure Agreement.

For Office Use:

Final discussion with school board: _____

A Northwestern Area School Sentinel designation for this individual has been:

Approved. **Denied.**

Date: _____

Signature of Superintendent: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

Signature of School Board member: _____

First Reading:

**Any approved forms will have a copy:*

- *Placed in the employee's file.*
- *Sent to the Spink County Sheriff's office.*
- *Kept on file in the Superintendent's office.*

School Sentinel Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____, ("School Sentinel Applicant") and The Northwestern Area School District, located at 221 3rd St. Mellette, SD ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value, all information discussed in executive session per SDCL 1-25-2, or other utility in the business in which Disclosing Party is engaged.
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

_____ (Signature of School Sentinel Applicant)

_____ (Typed or Printed Name)

Date: _____

_____ (Signature of Superintendent or Board Chair)

_____ (Typed or Printed Name)

Date: _____

ALCOHOL, NICOTINE, AND OTHER DRUG ABUSE

Northwestern Area School District #56-7

DRUG AND ALCOHOL USE

The School Board and staff at Northwestern School recognize their share of responsibility for the health, welfare, and good of the students who attend the district's school. Alcohol, tobacco use, and other drug abuse are wrong/illegal and harmful and can interfere with a student's ability to learn and function responsibly in the school setting and community. To support and model a healthy lifestyle for our students, the Board adopted the following 4-pronged approach to address the issue of drug and alcohol use: prevention/treatment, education, intervention, and discipline.

A. Prohibited Conduct

A student shall not possess, use, distribute, transfer, conceal, sell, attempt to sell, deliver, not be under the influence of alcohol, nicotine, and/or other drugs. Students shall not engage in alcohol, nicotine and/or other drugs, nor do they possess paraphernalia specific to the use of alcohol, nicotine or other drugs. Students who use prescription drugs authorized by a licensed physician do not violate this policy if the students conform to the prescription and appropriate school policies.

This policy applies to all Northwestern School buildings and property owned, leased or maintained by the school 24 hours a day, 365 days a year and applies to all students, employees, and visitors. This includes all days when school is not in session and all school-related functions taking place on and off school grounds, such as athletic functions and other activities not associated with, or sponsored by, the school or whose conduct at any time or place directly interferes with the operations, discipline or general welfare of the school. This policy also applies to vehicles used to transport students to and from school or other activities and vehicles parked on school property.

This policy prohibits tobacco, alcohol and other drug advertising on signs, clothing, or through sponsorship of school events, in school buildings, at school functions, and in school publications.

B. Enforcement

All individuals on school premises share in the responsibility for adhering to and enforcing this policy. Policy enforcement is designed to educate students, staff, and others about the health risks associated with tobacco, alcohol and other drugs. Punitive measures, in accordance with district policy, will be used for repeat offenders.

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

Employees. Any district employees found in violation of this policy may be subject to disciplinary action pursuant to district policy.

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

C. Disciplinary Action

Definition of Activity

Activities that fall under the rules and guidelines set forth in this section are as follows: all athletic participation, FBLA, FCA, Oral Interp, Drama, Cheer, SADD, Student Council, school sponsored dances including homecoming and prom, co-curricular activities not part of the curriculum (marching band performance, music contests, etc.), and other school sponsored events and activities not associated with the curriculum. Items not included are: graduation ceremony, band and chorus concerts that are included in the curriculum, and field trips or other curriculum items. If a student does not participate in any extra-curricular activities, they will not be allowed to attend events as a spectator at home-school sponsored events until restitution and suspension have been completed.

Specific Violations and Penalties

A. First Violation

1. Penalty--after confirmation of the first violation, the student shall immediately lose eligibility for participation in extra-curricular and co-curricular activities and school sponsored dances for 12 days, including the 12th day, two events or 25% of the season, whichever is longer. This does not include practices.
2. The student shall carry out an educational program of five hours under the direction of the prevention coordinator and/or counselor. A student will not be allowed to participate in any activities during the current school year or following years until the required restitution is completed.
3. The student will be suspended for 1-3 days, which will be determined by administration.
4. The school will offer the parent/guardian information on an assessment for potential chemical abuse (excluding tobacco).
5. Administration will contact Law Enforcement

B. Second Violation

1. Penalty--after confirmation of the second violation, the student shall immediately lose eligibility for participation in extra-curricular and co-curricular activities and school sponsored dances for 45 days, including the 45th day, 5 events or 50% of the season whichever is longer. This does not include practices.
2. Before being re-admitted to activities following suspension for the second violation, excluding tobacco, the student shall show evidence in writing that he/she has sought an assessment and/or counseling from an certified Chemical Dependency Counselor. The assessment, counseling and/or drug treatment will be at the student's expense.

3. The student shall carry out an educational restitution program of five hours under the direction of the prevention coordinator and/or counselor. A student will not be allowed to participate in any activities during the current school year or following years until the required restitution is completed.
4. The student will be suspended for 1-3 days, which will be determined by administration.
5. Administration will contact Law Enforcement.

C. Third Violation

1. Penalty--after confirmation of the third and subsequent violations, the student shall immediately lose eligibility for participation in extra-curricular and co-curricular activities and school sponsored dances for the remainder of the school year or athletic season whichever is longer. If another violation occurs during the school year, the year suspension will start on the date of this violation.
2. Before being re-admitted to activities following suspension for the third violation, excluding tobacco, the student shall show evidence in writing that he/she has sought an assessment and/or counseling. The assessment, counseling and/or drug treatment will be at the student's expense.
3. The student shall carry out an educational restitution program of five hours under the direction of the prevention coordinator and/or counselor. A student will not be allowed to participate in any activities during the current school year or following years until the required restitution is completed.
4. The student will be suspended for 1-3 days, which will be determined by administration.
5. Administration will contact Law Enforcement.

D. Instances in which other school rules and regulations have been violated on a school sponsored trip, in a school building, or on school property, the administration shall deal with the student in addition to this policy.

E. Any student convicted for drugs will be suspended from school activities in accordance with state statute which can be found in the SDHSAA Handbook. If the student completes the prescribed treatment plan they will receive suspension for the number of events under the corresponding violation.

Appeals

1. In the event the student or parents believe the student's rights have been violated, they may appeal the principal's decision within five school days to the superintendent or designee. The superintendent or designee has five school days to respond to the appeal.
2. The student or parent may appeal the superintendent or designee's decision to the local board of education within 30 days. The board of education has 30 days to render their decision.
3. The student will remain ineligible during the appeal process.

D. Prevention/Education

The school will provide students with appropriate information and activities focused on educating students about drugs and alcohol and preventing their use. Programs shall teach students that the use of drugs and alcohol is wrong and harmful; how to resist peer pressure; and address the legal, social, and health consequences of drug and alcohol abuse. Evidence-based programs, such as Project SUCCESS, not only provides classroom curriculum, but also school-wide prevention awareness campaigns and activities, and encourages students to participate in the Northwestern SADD (Students Against Destructive Decisions) Chapter. Drug and alcohol education should be integrated across the curriculum.

E. Intervention

The principal and/or counselor will intervene with students with drug/alcohol problems by providing intervention services such as information, individual counseling, group counseling and additional educational services for those students in need. Students will be assisted in addressing their drug/alcohol problems and in continuing their educational program and cessation resources.

F. Treatment

For students needing more intensive assistance, the principal and/or counselor will refer them to counseling, treatment and/or relapse prevention support at their own expense. For further assistance, students and their families may contact:

- Worthmore 605-622-5800
- NADRIC 605-622-5960
- Quitline (tobacco) 1-866-SDQUITS

G. Communication

This policy will be printed in both employee and student handbooks on a yearly basis and be available on the school website. Parents and guardians shall be sent notification in writing, including, but not limited to, through the school registration packet. Teachers, staff, coaches, and students will be informed through, but not limited to, staff meetings, Scratching Post articles, school announcements and student orientations. The local media will also be asked to communicate this policy community-wide. Signage shall be placed in appropriate locations throughout the district’s buildings and grounds. Event programs and similar documents that are often viewed by visitors shall contain a notification of the policy. Coaches will disseminate this information during collective sports and/or individual team meetings such as the Fall Sports Meeting.

ADOPTED ON AUGUST 5, 2013
Review Dates/Initials: October 12, 2015/RB

CO-CURRICULAR POLICY

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

It is the belief of the Northwestern Area School Board that co-curricular activities are an essential element of the student's educational growth. It shall be the policy of the Northwestern School to encourage student participation in these activities. It shall also be the policy that these co-curricular activities shall be viewed and treated as equal activities.

The following guidelines will govern the student activities programs:

1. Student activities are those school activities that are voluntarily engaged in by students, have the approval of the school administration and are sponsored by the faculty, and do not carry credit toward promotion or graduation.
2. Activities must be open to all students, regardless of race, religion, sex, national origin, or handicaps.
3. Student activities must be managed in a professional manner.
4. The activity will abide by the rules and bylaws of the governing body of the organization, such as the South Dakota High School Activities Association (SDHSAA), National Honor Society, Future Business Leaders of America, etc.
5. It shall be noted that the student's opportunity to participate in an activity does not guarantee the student's level of participation. The level of participation shall be determined by the instructor of the activity. The decision of the instructor in charge of the activity shall be final.
6. Each co-curricular activity instructor/advisor must develop definite written activity guidelines.

EXTRA-CURRICULAR ACTIVITY GUIDELINES

The code of conduct set forth by the Northwestern Area Board is considered to be a minimum standard. Each coach, director, supervisor, etc. may set codes above and beyond those minimums set by the school board.

LEGAL REFS: SDCL 13-36-4

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: February 9, 2009/LF

INSTRUMENTAL SELECTION NORTHWESTERN AREA SCHOOL DISTRICT #56-7

While the intention of our music department is that of allowing our young instrumental music students to begin their lessons on the instrument of their choice, this ideal must be reconciled with the desire to allow these musicians to rehearse and perform with a band whose instrumentation as closely as possible resembles that of the ideally balanced band.

Since students are most likely to continue performing on the instrument they play when starting, it is necessary to consider balanced instrumentation for a future high school band at the fifth grade level. Also, since it is not always possible to merely convince fifth graders or their parents of the need to begin on the proper instruments, it becomes necessary to adopt a policy regarding instrument selection as it especially pertains to the fifth grade level.

Each year, maximum figures will be set regarding the number of students allowed to begin each instrument. If there is an imbalance as determined by the director (too many wishing to begin on a certain instrument), a balance will be achieved using the following procedural steps:

- 1) The director will check physical characteristics to see if there are any physical barriers to beginning a particular instrument (for example – crooked teeth)
- 2) The director will attempt to convince the students that perhaps some of them should consider another instrument, allowing them to weigh the advantages and disadvantages of one instrument over another.
- 3) If at this point too many students wish to play a particular instrument, it must be considered an honor to be selected to begin on that instrument, and so the director will consider musical preparation and aptitude. A musical aptitude test will be given and previous musical experience will be considered. The students most successful on the test and proving most experienced musically will be allowed to fill the maximum numbers previously set by the director. Please note that this is a last resort and will only be used if the imbalance is such that the quality of our band in the future will be compromised.

ADOPTED: Feb 1988

Review Date: Feb 9, 2009/LF

EXTRA-CURRICULAR PARTICIPATION REGULATIONS NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The following regulations serve as a minimum to govern students eligibility for all extra-curricular activities:

- A. Code of Conduct – The code of conduct applies to all extra-curricular participants and is in effect from the first August practice to 24 hours after the last event of the school year.
1. Transportation – Students will ride to and from out of town activities in school transportation when it is provided, unless driven by a parent or a note is provided to a school official from the parent granting permission to ride only with another parent.
 2. Conduct – Students should always act in the best interest of their school.
 3. School Suspension – If a student is suspended from school he/she will miss all events during the suspension.
 4. Dress – Dress will be determined by the individual coach/supervisor.
 5. School Attendance – Students must attend 6/7 of the school day in order to participate in an evening event. Any exceptions to this rule will require prior permission from the administration.
 6. Alcohol, Tobacco Use and Other Drug Abuse – See Alcohol, Tobacco, and Other Drug Abuse Policy.
- B. Academic Requirement
1. Students participating in extra-curricular activities are required to pass all core courses and a minimum of **five** classes.
 2. Extra-curricular eligibility is determined at the midterm of the first nine weeks of each semester and every two weeks thereafter. Semester grades do not affect eligibility.
 3. Students not meeting these requirements are ineligible until the grade is raised to passing status and the class instructor signs off on the eligibility form.
 4. The student regains eligibility after the form is received and filed by the principal. Students with incomplete assignments may be deemed ineligible at the discretion of the administration.
 5. The ineligible student is required to attend all practices and rehearsals. Extra-curricular activities include: junior high and high school cheerleading, football, basketball, volleyball, and track; All-State band and chorus; FBLA; school play; oral interp; quiz bowls; Math Counts; and spelling/geography bee, etc.
- C. Acceptance of Regulations - Each student and his/her parent/guardian must sign the following **Acceptance of Extra-Curricular Participation Regulations Form** before being allowed to participate in any extra-curricular activities.

The code of conduct set forth by the Northwestern Area Board is considered to be a minimum standard. Each coach, director, supervisor, etc. may set codes above and beyond those minimums set by the school board. The code of conduct applies to all extra-curricular participants and is in effect from the first practice to 24 hours after the last event of the school year.

ADOPTED ON August 21, 2001

Review Dates/Initials: February 9, 2009/LF

(Section B. updated)

C-2E(b)

PRACTICES/REHEARSALS/ACTIVITIES

1. Sunday Activities/Practices/Rehearsals: The Northwestern Area School Board has agreed by consensus that there shall be NO school activities scheduled on Sundays. Exceptions to this consensus would be post-season play or extraordinary circumstances approved at the discretion of the administration.

C-2 E(b)

C-2E(b)

ACCEPTANCE OF EXTRA-CURRICULAR REGULATIONS FORM

Student's Name _____

Student Participants Acceptance:

I have read the Northwestern School EXTRA-CURRICULAR PARTICIPATION REGULATIONS and understand and agree to support the rules and regulations contained therein during the current academic year.

Student's Signature _____ Date _____

Parent/Guardian Acceptance:

I have read the Northwestern School EXTRA-CURRICULAR PARTICIPATION REGULATIONS and understand and agree to support the rules and regulations contained therein during the current academic year.

Parent/Guardian Signature _____ Date _____

C-2E(b)

POLICY FOR RENTAL OF SCHOOL OWNED BAND INSTRUMENTS NORTHWESTERN AREA SCHOOL DISTRICT #56-7

In order to facilitate and enhance the music education opportunities at Northwestern School it has historically been a practice to allow students to use certain school-owned band instruments. This has accomplished a two-fold objective: to provide the larger, more expensive instruments to students without personal cost; and to encourage students to play instruments which round the band and which are often times difficult to recruit for.

We do not want to alter that primary objective; however, it has become increasingly more expensive to repair and maintain these instruments in good working order without some personal responsibility and compensation from those students who are using the instruments.

It shall, therefore, be the policy of the Northwestern Area School District that a \$5.00 per month rental fee will be charged to students who play a school-owned instrument. Also, students who rent instruments from the school will be required to leave a \$25.00 deposit at the beginning of the school year. If at the end of the school year there is no major damage to the instrument, the deposit will be returned to the student.

If a student already owns an instrument of their own, but is asked to play a school-owned instrument at the director's request, the rental fee will not apply.

If a student would like to keep the school-owned instrument over the summer, a summer rental fee of \$10.00 will be assessed and the deposit on the instrument will be held.

It shall be the responsibility of the band instructor to insure that all fees are properly assessed and collected.

ADOPTED ON MAY 8, 2001

Review Date/Initials: October 12, 2015

STUDENT COMPLAINTS AND GRIEVANCES POLICY NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The Northwestern School Board recognizes that there may be concerns in the school district and that students should have some means by which their concerns may be effectively expressed, considered, and dealt with fairly. Such means, if well conceived and understood in advance, can do much to maintain harmonious relationships between the schools and the students and community.

The Board desires student complaints and grievances to be resolved through orderly processes and at the lowest possible level, but the Board in instances provides that channel for eventual hearing when this becomes necessary. Therefore:

- 1) Any students or his parents or guardian will be provided the opportunity to discuss with the student's teacher a decision or situation which he/she considers unjust or unfair.
- 2) If the incident remains unresolved, the student or his parents or guardian or the teacher may bring the matter to the principal's attention for his consideration or action.
- 3) If the matter is still unresolved after the procedure outlined above, it may be brought to the superintendent for his consideration.
- 4) Complaints that remain unresolved following any action of the superintendent may be referred in writing to the Board for review within 30 days of the incident.

The Northwestern School Board will then review the above information at its next scheduled board meeting and a determination will be made at that time.

The Board's decision will be final unless an appeal hearing is requested. Hearing procedures are attached.

ADOPTED ON JUNE 12, 2000

Review Date: October 12, 2015

HEARING PROCEDURE

NORTHWESTERN AREA SCHOOL DISTRICT #56-7

- 1) The school board will appoint a school board member or a person who is not an employee of the school district as the hearing officer; said hearing officer will rule on all objections by either side and questions of procedure.
- 2) At least a majority of the school board members must be present at the hearing and no member of the board not present at the hearing may vote on the decision of the board.
- 3) Each party may make an opening statement and closing statement. The party that makes the first opening statement shall have the privilege of making the last closing statement. Opening and closing statements shall be made without interruption or objection.
- 4) Each party may introduce evidence, present witnesses, and examine and cross-examine witnesses.
- 5) Each party may be represented by an attorney (at his/her own cost).
- 6) The school administration will present its case first.
- 7) The hearing is closed to the public. The school board will make a verbatim record of the hearing by means of an electronic or mechanical device or by 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.
- 8) Witnesses may be present only when testifying. 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.
- 9) Each party may raise any legal objection to evidence.
- 10) The hearing officer will admit all relevant evidence, however, the hearing officer may limit unproductive or repetitious evidence.
- 11) The hearing officer may ask questions of witnesses and may allow other school board members to interrogate witnesses.
- 12) After the hearing, the school board will 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 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 the opposing party is present.
- 13) After the conclusion of the hearing, the school board will enter a written finding of the fact, conclusions of law and its decision within the time limits provided by law.
- 14) 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 an open meeting.
- 15) If the hearing is for a student, the motion will omit the name of the student and will state the reason for the board's action. The school board will notify the student's parent(s) or guardian, or a student who is 18 years of age or older who is an emancipated minor in writing of the decision. The notice will state the action that will be taken in the case and if expulsion is required the notice will state the length of expulsion.

Review Date: February 9, 2009/LF

COMPLAINT POLICY FOR FEDERAL PROGRAMS NORTHWESTERN AREA SCHOOL DISTRICT #56-7

A parent, student, employee, or district stakeholder who has a complaint regarding the use of federal NCLB funds is unable to resolve the issue, may address the complaint in writing to the district's superintendent.

Disputes addressing the enrollment, transportation (including inter-district disputes), and other barriers to the education of children and youth experiencing homelessness are also addressed under this procedure. Parents, guardians, and unaccompanied youth may initiate the dispute resolution process directly at the school they choose, as well as at the district or district's homeless liaison's office. The parent or guardian or unaccompanied youth shall be provided with a written explanation of the school's decision including the rights of the parent, guardian, or youth to appeal the decision. Students should be provided with all services for which they are eligible while disputes are resolved.

- ❖ The superintendent will investigate, within one week, the circumstances of the complaint and render a decision, within two weeks, after receipt of the complaint.
- ❖ The superintendent will notify the complainant of the decision in writing.
- ❖ The complainant will be allowed one week to react to the decision before it becomes final.
- ❖ The complainant will either accept or disagree with the decision and will provide such acknowledgment in writing, addressed to the district superintendent.
- ❖ If the issue is not resolved with the superintendent, the complaint will be forwarded to the district's Board of Education for further review. The parent or guardian or unaccompanied youth shall be provided with a written explanation of the district's decision including the rights of the parent, guardian, or youth to appeal the decision.
- ❖ Unresolved complaints may be forwarded by the stakeholder to the South Dakota Department of Education for review. (Consult SD Department of Education Complaint Procedure)

Approved 7-14-08/Action 08-153

Review Date February 9, 2009/LF

C3-F

C3-E (b)

STUDENT RECORDS POLICY NORTHWESTERN AREA SCHOOL DISTRICT #56-7

In order to provide students with appropriate instruction and educational services, it is necessary for the district to maintain extensive and sometimes personal information about students and their families. It is essential that pertinent information in these records be readily available to appropriate school personnel, be accessible to the student's parents or legal guardian or the student in accordance with law, and yet be guarded as confidential information.

It will be the responsibility of the Superintendent to provide for the proper administration of student records in keeping with state law and federal requirements, and to standardize procedures for the collection of necessary information about individual students throughout the district.

Those categories of information designated as "directory information" may be released by the school district without the written consent of the parents to any party except for use in a profit-making plan or activity. It is the responsibility of the parents to notify the school **in writing** with a request to not disclose directory information about their student.

For purposes of this policy "directory information" means information contained in an educational record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational agency or institution attended.

LEGAL REF: Family Educational Rights and Privacy Act (FERPA) of 1974.

ADOPTED ON JUNE 12, 2000

Review Date/Initials: October 12, 2015/RB

NORTHWESTERN AREA SCHOOL DISTRICT 56-7

221 3RD Street, Mellette, SD 57461

(605) 887-3467 phone (605) 887-3101 fax

Ryan Bruns-Superintendent

Rich Osborn-Secondary Principal

Lisa Frericks -Business Manager

RECORD RELEASE REQUEST

Previous School _____

Address _____

Phone _____

Fax _____

Dear Registrar,

The student(s) listed below have enrolled at Northwestern School District. Their registration shows that they were last enrolled in your school. We request that you send all pertinent records including but not limited to transcripts, reports cards, placement tests, health records, attendance, achievement, psychological, IEP, or personality tests. This letter has been countersigned by the parents indicating their permission for release of these records to us.

Student(s)

Grade Level

Enrollment Date

Student(s)	Grade Level	Enrollment Date

Thank you for providing this information in a timely manner.

Sincerely,

Ryan Bruns
Elementary Principal/Superintendent

Richard Osborn
6-12 Principal

Parental Release: Permission is hereby granted for the release of all records for my above named children to Northwestern Area School District 56-7 of Mellette, SD.

Date

Parent/Guardian Signature

not necessary for parents to sign a release when records are being passed from public school to public school. Note Federal Register, June 17, 1999, 64 Fed. Reg. 11824, 11825. 6. Part II H.E.W. - Privacy Rights of Parents and Students. Final rule on education records, Vol. 41 #118-24673. "99.31 prior consent for disclosure not required." (a) An education agency or institution may disclose personally identifiable information from the education records of students without the written consent of the parent of the student or eligible student, if the disclosure is to other school officials, including teachers within the educational institution or local education agency who have been determined by the agency or the institution to have legitimate educational interests; to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in 99.34.

C-4E(a)

CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize _____
(Parent/legal guardian) (Northwestern Area School District)

to disclose to _____
(name of person or organization to which disclosure is to be made)

the following information _____
(nature of information)

The purpose or need for such disclosure

I will also authorize _____ to exchange information to the above topic with the above-mentioned Administrator.

I understand that my records are protected under the Federal Confidentiality Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent ant any time except to the extent that action has been taken in reliance on it and that in any event this consent expires automatically.

(Specification of the date, even, or condition upon which this consent expires)

Executed this _____ day of _____, 20_____
(Signature of Parent/Guardian)

Signature of Witness

Signature of parent, guardian or
authorized representative (when required)

NOTICE OF PROHIBITING REDISCLOSURE

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). These Federal rules prohibit you from making a further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol of drug abuse patient.

SCHOOL NOTIFICATION FORM TO PARENT CONCERNING STUDENT RECORDS

(DATE)

Dear Mr. & Mrs. _____:

This is to advise you that on _____ the Northwestern Area School is in receipt of a subpoena or court order from _____ stating that Northwestern Area Schools must produce the school personnel file of your student _____, in the matter of _____, and we intent to comply with such subpoena or court order on the _____ day of _____, 20____. If you feel this information should not be provided, you should contact your attorney.

(SCHOOL OFFICIAL)

Note to Administrator: Said notice above must be mailed to parent under Certified Mail with a return receipt.

STUDENT COMMUNICABLE DISEASES POLICY NORTHWESTERN AREA SCHOOL DISTRICT #56-7

The quality and quantity of learning for each student is in direct proportion to the student's physical, mental, emotional, and social levels of health. The Northwestern School Board recognizes its responsibility to provide a healthy, safe environment for all school students and employees, and in addition, further recognizes its responsibility that, to the extent possible, all students should be permitted to continuously attend school and to participate in school activities.

The decision as to whether an infected student should be excluded from school or school activities shall be made on a case by case basis in accordance with policy guidelines.

In situations where the decision requires additional skill and knowledge, the principal will refer the case to an advisory committee for assistance in determining the proper course of action. The principal or designee will be responsible for establishing the advisory committee with a membership that shall include the following:

- 1) The principal or designee
- 2) The county nurse
- 3) The superintendent or designee

The advisory committee, when appropriate, may also consult the following:

- 1) The State Dept of Health, Communicable Disease Program Representative
- 2) The student's personal physician
- 3) The student's parents or guardian(s)
- 4) Other medical personnel as deemed necessary

The advisory committee shall consider the following in the deliberations:

- 1) The type and severity of the communicable disease
- 2) The guideline recommendations
- 3) The potential risk to the infected student and other students and staff members
- 4) The expected type(s) of interaction with others in the school setting
- 5) The physical condition of the student

If it is determined that the student will not be permitted to attend classes and/or participate in school activities, arrangements will be made to provide an alternate educational program. If that requires personal contact between student and school employees, only trained volunteer employees will be utilized.

Public information will not be revealed about the student who may be infected. If the student is permitted to remain in the school setting, the following procedure will be followed by the superintendent/principal:

Information will be provided, as appropriate, to school employees who have regular contact with the student, as to the student's medical condition and other factors needed for consideration in carrying out job responsibilities.

Health guidelines for school attendance are established and interpreted within the context of the case. The guidelines are not inclusive but are available to be used as a resource. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

Instructions in appropriate handling of blood and bodily fluids will be provided. Hand washing after contamination, food preparation and health/hygiene care performed in different sink and work areas, maintenance cleaning and other personal hygiene measures are part of creating a healthy environment.

LEGAL REF: SDCL 13-28-7.3

ADOPTED ON JUNE 12, 2000

Review Date: October 12, 2015

REGULATIONS: Student Communicable Diseases

DISEASE	EXCLUSION RULES	RESPONSIBLE
Acquired Immune Deficiency Syndrome (AIDS)	Determination will be made the Advisory Committee as outlined in the Communicable Disease Regulations	Advisory Committee
Chicken Pox	The student may attend school after all pox are dry and scabbed.	Principal after consultation with School Health Office
Cytomegalovirus (CMV)	The student may attend school. Precautions should be taken by contacts who are immunosuppressed such as those undergoing cancer treatment, organ transplant, debilitating disease, AIDS, or anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk or transfer of infection.	Physician's written permission
Fifth Disease (Erythema Infectiosum)	The student may attend when afebrile. Rash may persist for several weeks.	Principal after consultation with School Health Office
Herpes Simplex	The student may attend school during an active case. Good hand washing in all cases should eliminate risk of transfer of infection.	Principal after consultation with School Health Office
Impetigo	The student may attend school if treatment is verified and covered or dry.	Principal after consultation with School Health Office
Infectious Hepatitis	The student may attend school with physician's written permission and if the student has the ability to take appropriate personal hygiene precautions.	Physician's written permission
Intestinal Infection (Campylobacter Enteritis, Giardiasis, Salmonellosis, Shigellosis)	The student may attend school once diarrhea has subsided. Good hand washing in all cases should eliminate the risk of transfer of infection. Students may be excluded from food handling until the physician/health department gives approval.	Principal after consultation with School Health Office
Mono (Infectious Mononucleosis)	The student may attend school with the physician's permission. The student may need adjusted school days and activities.	Principal after consultation with the School Health Office
Pediculosis (lice)	The student may attend school after treatment. After repeated infestation of the same student, the student may be excluded until all nits are removed.	Principal after consultation with School Health Office
Pink Eye (Conjunctivitis)	The student may attend school after the eye is no longer inflamed or under medical management.	Principal after consultation with School Health Office
Ring Worm (Scalp, body, athlete's foot)	The student may attend school if the area is under treatment and covered. Restrict known cases of athlete's foot from pools and showers until under treatment.	Principal after consultation with School Health Office
Vaccine Preventable Diseases	The student will be excluded until presenting physician's note stating that the student is in the process of receiving or has completed adequate treatment and may return to school.	School Health Office after consultation with the SD Communicable Disease Advisory Staff
Scabies (mites)	The student may attend school after treatment.	Principal after consultation with School Health Office

Streptococcal Infections (Scarlet Fever, Scarletina, Strep Throat)	The student may attend school upon presentation of a physician's written statement that he/she is not communicable.	Principal after consultation with School Health Office
Tuberculosis	The student may attend school upon representation of a physician's written statement that he/she is not communicable.	Physician's written permission

All communicable and chronic diseases must be reported to the Health Office.

Any questions pertaining to interpretation of these guidelines should be referred to the School Health Office

REFERENCE Control of Communicable Diseases Manual, 18th Edition, 2004

EXPOSURE CONTROL – STUDENT REGULATIONS:

Universal precautions shall be practiced by all students to eliminate or minimize exposure to human blood or other potentially infectious materials. If possible, do not handle blood and other body fluids. All human blood and other potentially infectious materials shall be treated as if known to be infectious, regardless of the perceived status of the source individual.

1. Handwashing ---Wash hands with warm water and soap after exposure to contamination.
2. Any surfaces or instruments exposed to blood or other body fluids are to be cleaned using approved procedures (GBGA-R) by custodial staff.
3. Use of personal items --- Students should be discouraged from using each other's personal items.
4. Containers for Sharps --- All contaminated sharps (including needles, syringes, lancets, etc.) shall be discarded in puncture resistant, leak proof containers, which are labeled with the biohazard warning. Filled containers will be sealed and collected by the District Health Office. Operational Services personnel will make arrangements for proper disposal.
5. Work Area Restrictions --- Sink and work stations for food preparation must be separate from personal hygiene care areas.
6. Laundry Procedures --- Student's personal clothing items replaced because they are soiled with urine, feces, vomit, etc., shall be handled using universal precautions. Soiled clothing shall be bagged and sent home with the student for home care.
7. Athletics ---
 - a. Latex gloves are to be worn when working with athletes in any situation that may involve contact with any form of human body fluids.
 - b. Athletes who have open sores or wounds must wear a protective cover to guard against transfer of blood or body fluids from person to person.
 - c. Athletes are to be provided individual drinking containers during practices and athletic events.

REFERENCE Infectious Diseases in the School Setting: Classroom Connections, Inc., 1998

NUISANCE DISEASES: Student Regulations

Close cooperation and consultation between parents, school officials, physicians, and/or public health officials are essential for the effective control of "nuisance" diseases such as head lice.

District Head Lice Procedures

Upon verification of live head lice by school personnel, students will be excluded from school. Parents will be notified and given information regarding the treatment and control of head lice.

Since head lice is not a medical emergency, the school personnel will examine students and follow-up on potential contact cases as schedule allows.

After being treated at home, students returning to school will be checked for lice by school personnel. Rechecks by the school personnel will continue to be done every 7 to 10 days until the infestation is resolved.

The district's guideline regarding persistent nits is as follows: persistence of nits without living lice does not necessarily indicate treatment failure. However, because the distinction between live and dead nits is difficult to discern, school officials may exclude children with repeated infestation until nits are no longer present.

Exclusion from school due to repeated infestation does not exempt a child from mandatory school attendance. Truancy procedures will be followed.

Review Date: February 9, 2009/LF

CIPA Compliant Internet Safety Policy

Introduction

It is the policy of Northwestern Area School District 56-7 to : (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

Definitions

Key terms are as defined in the Children's Internet Protection Act.

Access to Inappropriate Material

To the extent practical, technology protection measures (of "Internet filters" shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information,.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Northwestern online computer network when using electronic mail, chatrooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the Northwestern Area School District 56-7 staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the technology coordinator.

Northwestern School Staff is providing students with information regarding social networking sites, chat rooms, and cyber bullying during appropriate class times. Parents will also be invited to informational meetings held once a year for the purpose of educating parents on current information regarding technology. (action 12-087).

CIPA definitions of terms

Technology Protection Measure. The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
2. CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to Minors

HARMFUL TO MINORS. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represent, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

SEXUAL ACT; SEXUAL CONTACT. The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.

1. Collaboration with Adult Literacy

This is not applicable to our school.

2. Evaluation

Because the whole world of technology is so dynamic, it is imperative that the program be assessed on an ongoing basis. The technology coordinator together with the technology committee is primarily responsible for this assessment. The committee will meet on a quarterly basis to review the current status of the program. Informally, the plan will be assessed on a day-by-day basis as teachers have contact with students and other teachers.

ADOPTED ON:12/10
AMENDED:2/06/12 LF

NORTHWESTERN AREA SCHOOL DISTRICT 56-7
INTERNET ACCEPTABLE USE POLICY
Revised June 11, 2008

Please read this document carefully before signing.

Internet access is now available to students and teachers in Northwestern School. We are very pleased to have Internet access, as we believe it offers valuable, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in the district by facilitating resource sharing, innovation, and communication.

For those not familiar with the term, the Internet is an "electronic highway" connecting millions of computers all over the world, and millions of individual users. Access to the Internet will enable students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with users throughout the globe. In addition, the system will be used to increase school and District communication, enhance productivity, and assist employees in upgrading their skills through greater exchange of information with their peers. The system will also assist us in sharing information with the local community, including parents, social service agencies, government agencies, and businesses.

With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material obtained via the Net may contain items that are illegal, defamatory, inaccurate, or potentially offensive. We have taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information, either by accident or deliberately. We firmly believe, however, that the benefits to students from online access far outweighs the possibility that users may procure material that is not consistent with our educational goals.

The purpose of this policy is to ensure that use of Internet resources is consistent with the our stated mission, goals, and objectives. The smooth operation of the network relies upon the proper conduct of the students and faculty who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. If a user violates any of these provisions, his or her account will be terminated and future access could be denied in accord with the rules and regulations discussed in this document.

To gain access to the Internet, all students must sign and return the Student Section of the Internet Use Agreement at the end of this document. All students under the age of 18 must obtain parental permission and return the Parent Section of the Internet Use Agreement, signed by a parent. The signature(s) at the end of this document is (are) legally binding and indicate(s) the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

INTERNET - TERMS AND CONDITIONS

- 1) Students are responsible for good behavior on the school computer networks, just as they are in a classroom, or a school hallway. General school rules for behavior and communications apply.
- 2) The network is provided for students to conduct research and communicate with others. Access to network services is given to students who agree to act in a considerate and responsible manner. Access is a privilege - not a right. That access entails responsibility. Inappropriate use will result in a suspension or cancellation of Internet privileges. The system administrators will deem what is inappropriate use and their decision is final. Also, the administrators may close an account at any time as required. The administration, faculty, and staff may request the system administrator to deny, revoke, or suspend specific user accounts.
- 3) Users are expected to abide by their generally accepted rules of network etiquette and conduct themselves in a responsible, ethical, and polite manner while online.
- 4) Users are not permitted to use the computing resources for commercial purposes, product advertising, political lobbying, or political campaigning.
- 5) Users are not permitted to transmit, receive, submit, or publish any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive, or illegal material. Northwestern School currently uses the FortiGuard program as a filter to block transmission of offensive Web sites and newsgroups. FortiGuard is considered one of the best devices for this purpose, but no filter can be guaranteed to eliminate access to all undesirable material; that responsibility ultimately rests on the user.
- 6) Physical or electronic tampering with computer resources is not permitted. Damaging computers, computer systems, or computer networks intentionally will result in cancellation of privileges.
- 7) Users must respect all copyright laws that protect software owners, artists and writers. Plagiarism in any form will not be tolerated.
- 8) Downloading music, especially in .mp3 format and from sites such as Napster, is a possible violation of copyright law (see item 7 above), and the practice has been widely questioned recently both from legal and ethical standpoints. In addition, it places a severe drain on bandwidth, making use of the Internet far slower for other users during the process. Therefore, unauthorized downloading of music or placement of music site icons on the desktops is prohibited. Listening to downloaded music or possession of .mp3 files in one's network directory is also prohibited without prior authorization from a staff member. Use of actual CDs is more likely to be authorized than is use of downloaded music, since legal possession of the music is not in question.
- 9) The use of e-mail is allowed with a state authorized email account. This email account will be monitored and filtered by the state. Any students in grades 6-12 can make a request for an E-mail account from the technology coordinator. E-mail may be accessed outside school hours, assuming appropriate conduct by the user.
- 10) Use of chat rooms is strictly prohibited.
- 11) Students in grades 6-8 are not to use the computers in the elementary lab without permission from the elementary staff, and unless accompanied by a staff member.

12) Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem in the school's computers, network, or Internet connection, you must notify a system administrator. Do not demonstrate the problem to others. Using someone else's password or trespassing in another's folders, work, or files without written permission is prohibited. Attempts to logon to the Internet as anyone but yourself may result in cancellation of user privileges.

13) Northwestern School makes no warranties of any kind, whether expressed or implied, for the service it is providing. We assume no responsibility or liability for any phone charges, line costs or usage fees, nor for any damages a user may suffer. This includes loss of data resulting from delays, nondeliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. We specifically deny any responsibility for the accuracy or quality of information obtained through its services.

14) All communication and information accessible via the computer resources shall be regarded as private property. However, people who operate the system may review files and messages to maintain system integrity and insure that users are using the system responsibly. Messages relating to or in support of illegal activities may be reported to the authorities.

15) There will be several laptops available for student checkout. The computers checked out must be returned the following morning. Students and parents must sign a user agreement form and must make arrangements for checkout with the technology coordinator.

Any violations may result in a loss of computer access, as well as other disciplinary or legal action. Users are considered subject to all local, state, and federal laws.

NORTHWESTERN SCHOOL INTERNET USE AGREEMENT

STUDENT SECTION

I have read the District Internet Acceptable Use Policy and the terms and conditions for Internet use at Northwestern School. I agree to follow the rules contained in this Policy. I understand that if I violate the rules my account can be terminated and I may face other disciplinary measures.

User Name (please print) _____ Grade _____

School _____

User's signature: _____ Date: _____

PARENT OR GUARDIAN SECTION

As the parent or legal guardian of the student signing above, I have read this Internet Acceptable Use Policy and the terms and conditions for Internet use at Northwestern School, and grant permission for my son or daughter to access the Internet. I understand that the district's computing resources are designed for educational purposes. I also understand that it is impossible for Northwestern School to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the network. I understand that individuals and families may be held liable for violations. Furthermore, I accept full responsibility for supervision if and when my child's use is not in a school setting.

Parent Signature _____ Date _____

Parent Name _____

Home Address _____ Phone _____

Reviewed/Initials: October 12, 2015/RB

NORTHWESTERN AREA SCHOOL DISTRICT 56-7
DISCIPLINE LETTER

Dear Mr./Ms. _____:

This letter is to inform you that your son/daughter has been caught violating Northwestern Area School's Internet Acceptable Use Policy. As you may remember, when we came online originally, you and your child read and signed an Internet Use Agreement promising to adhere to the rules and regulations regarding Internet use in his/her school.

After repeated warnings, your child was found to be abusing the computer system in the following manner:

As a result of this, we are taking the following disciplinary action:

- A) Loss of Internet privileges for one week.
- B) Loss of Internet privileges for 30 days.
- C) Permanent loss of Internet privileges.
- D) Other District Consequences (see below):

Please be aware that depending on the severity of the action, your child could be subject to further punishment and even potential legal action if deemed necessary.

If you have any questions, feel free to consult your copy of the Acceptable Use Policy and terms and conditions for Internet use, or call us during the day at 605-887-3467. We appreciate your support and understanding in this matter and hope that we can work with you in the future under better circumstances.

Sincerely,

**SEARCH POLICY
NORTHWESTERN SCHOOL DISTRICT 56-7**

INTRODUCTION AND PURPOSE:

The superintendent, school principals, and other authorized school officials may properly conduct or authorize the search of a student or school property loaned to him or her where the purpose of the search is to maintain the safety and discipline of the student body, or to promote the continued orderly functioning of the educational process.

POLICY

LOCKERS AND DESKS:

School desks and lockers are considered to be school property, loaned to the students for their convenience. Students should therefore have no expectation of privacy in desks, lockers, and personal belongings therein. School authorities may search desks, lockers, and personal belongings therein without prior warning at any time when searching for "contraband". When used herein, "contraband" shall include, but not necessarily be limited to drugs, alcohol, weapons, stolen property, prohibited materials, anything in violation of school rules or state, local, or federal laws, or anything that may present a danger to the health, safety, or welfare of students or others.

PERSONAL SEARCHES:

Under ordinary circumstances, a search of a student by school authorities will be justified at its inception when there are reasonable grounds for suspecting that the search will turn up evidence that the student possesses contraband. A search must reasonably relate in scope to the circumstances which justified the interference in the first place; that is, the excessively intrusive in light of the age and sex of the student, the nature of the infraction, and the student's prior conduct.

GUIDELINES:

The following may be consulted as a guide to facilitate the interpretation and application of the above stated policy. It is not necessarily to be considered as standard operating procedure as each search may depend on distinct underlying facts giving rise to the need for the search.

REASONABLE SUSPICION

Reasonable suspicion may be predicted on one or more of the following:

- Visual observation of contraband by school officials recently in the possession of the student or premises to be searched;
- Reliable reports or information from credible sources made known to school officials. If the source is anonymous, the information must show that the informant has a relationship to the school or student so as to give it credibility;
- Suspicious or evasive behavior suggesting violation of a school policy or law, or concealment of contraband, weapons, drugs or alcohol, stolen property, or other prohibited items;
- Observation of a student engaging in prohibited conduct or being in a restricted area.

REASONABLE SCOPE

In determining if a search is related to the objectives sought, school officials should consider:

- The nature and severity of the violation to determine the permissible amount of intrusion into the student's privacy rights;
- The area to be searched so that it would be no more extensive than required to serve the school's legitimate objectives;
- Time and place where the search is conducted so that it will be as close as possible to the time and place of the suspected violation;
- The duration of the search so that it will be no longer than necessary to serve the school's legitimate objectives.

LOCKER OR DESK SEARCHES

The search of an area assigned to a student should be for a specifically identified item. Emergency situations may necessitate a search with or without the student's knowledge or consent. Whenever possible, the student should be aware of and involved in the search of such property. In the absence of the student, a second party should witness any search.

PERSONAL SEARCHES

- Personal searches of students should be conducted in private by authorized personnel of the same sex, and in the present of one or more school authorities of the same sex.
- The school officials should first ask the student to empty bags, purses, or other containers in his/her possession or control, and to empty the pockets of any outerwear, such as jackets, coats, or sweaters worn by the student.
- The school official may then examine the bag, backpack, purse, or other container to make sure it is empty. The student should then remove the outerwear, and the school official should feel the garment to make sure there is nothing more in it.

- The school official should then ask the student to empty his or her pockets and the official may then “pat down” the student to determine whether he or she still has any objects or containers in his or her person. A “pat down” is conducted by patting or running the searcher’s hands over the outside of clothing, feeling for any objects in or under the clothing. If the school official detects any object during the pat down, the student should remove and produce it for observation.
- At any time a container is produced by emptying of bags, pockets, or as a result of a pat down, the school official should ask the student to open the container and allow inspection of its contents if the contents cannot otherwise be observed.
- A strip search of an individual student by a school official of the same sex shall only be conducted in the event of an emergency. In any search, removal of a student’s underwear is generally discouraged.

DRUG TESTING

Drug testing shall only be conducted if there is a documented problem of drug use and shall be focused on a narrow group of students, such as athletes.

INTERROGATION

When law enforcement officials find it necessary to question students during the school day or period of extra curricular activities, an effort will be made to contact the student’s parent or guardian so that the responsible individual may be notified of the situation.

NON-EMERGENT SITUATIONS

In situations where it appears unnecessary that a student search be conducted immediately, the police may be contacted and a search warrant obtained, and the student’s parents may be consulted.

ADOPTED ON: 9-19-00

Review Date/initials: October 12, 2015/RB

**ADMISSION OF NONRESIDENT STUDENTS/ASSIGNMENT OF RESIDENT
STUDENTS POLICY
NORTHWESTERN AREA SCHOOL DISTRICT 56-7**

The policy is enacted to fairly allow admission and assignment of both resident and non-resident students in the Northwestern Area School District. For the purposes of this policy, the term "resident district" means the district in which the student has legal residence as determined by SDCL 13-28-9. The term "non-resident district" means any district in which a non-resident student seeks to enroll.

The board will accept all students from other districts wishing to enroll, providing the non-resident district facilities can accommodate the student without adversely affecting the quality of the educational program. This determination will be based upon criteria adopted by the board, see Section C below, and is subject to the following conditions:

A. GENERAL PRINCIPLES

1. A student who is a legal resident of another South Dakota district seeking to transfer to the Northwestern Area School District must make application to Northwestern. The application must be on triplicate forms provided by the Department of Education and Cultural Affairs. The application must be made by an unemancipated student's parent or guardian or the emancipated student. In the event pupil-to-teacher ratios are maximized, preference for acceptance will be granted to students who received transfer approval in the immediately preceding school year.
2. The application will be approved by the Northwestern Area School board or designee unless the transfer would result in an inability to provide a quality educational program.
3. The application may be withdrawn by the applicant before approval through notification to the affected school boards.
4. Once approved by the non-resident district, the applicant's intent to enroll obligates the student to attend school in the receiving non-resident district, unless the two boards agree in writing to allow a student to return to the original district, or if the parent, guardian, or student changes residence to another district.
5. Once enrolled in a non-resident district, the enrollment will continue unless a bona fide change of residence occurs or a subsequent transfer application is received.
6. A non-resident district will accept credits granted for any course successfully completed in another accredited district. The non-resident district may award a diploma to a non-resident student only if the student satisfactorily meets the non-resident districts graduation requirements.

7. Transportation of non-resident students to school is the responsibility of the applicant. Both the resident and non-resident districts may provide transportation to non-resident students if approved by the school boards. At the discretion of the non-resident school district board and based on available pace, time limitations and feasibility, non-resident students may be picked up by school-furnished transportation at designated stops.

B. CRITERIA FOR MAKING TRANSFER DETERMINATIONS

The standards will be available to any individual so requesting. Discrimination based upon race, gender, religious affiliation, or disability is prohibited. All members of the same family residing in the same household will be treated the same.

1. The standards to determine whether a transfer would result in an ability to provide a quality education program will be established based on the capacities of some or all of the following elements within the district:
 - a. Programs
 - b. Classes
 - c. Grade levels
2. The Department of Education and Cultural Affairs has authority to promulgate rules setting forth procedural and administrative requirements of the open enrollment program. The school district will follow any and all such rules and procedures.
3. The board may deny applications for any of the following reasons
 - a. The standards established in paragraph B-1 above are violated.
 - b. The applicant is under suspension or expulsion.
 - c. The applicant has been convicted of possession, use, or distribution of any controlled substance, including marijuana and is under suspension pursuant to SDCL 13-42-43.
 - d. The applicant has been convicted of a weapons charge relating to the schools and is under suspension pursuant to SDCL 13-32-43.

C. MISCELLANEOUS PROVISIONS

1. The district will make relevant information about the district, schools, programs, policies, and procedures available to all interested people.
2. Appeals from board action under the 1997 Open Enrollment Act can be made under SDCL ch. 13-46 and the court will conduct a de novo review.

ADOPTED ON JUNE 12, 2000

Review date/initials: February 9, 2009/LF

TITLE I PARENTAL INVOLVEMENT POLICY NORTHWESTERN AREA SCHOOL DISTRICT 56-7

Title I Part A-Basic Programs Section 1118 requires Local Education Agencies (LEA) to develop written policies to ensure that parents are involved in their child's education.

- 1) Parents of the children being served in Title I will have an opportunity to participate in the design and implementation of this program
 - a) Parents are notified of their child's participation in Title I through conversations with general and Title I teachers as well as a letter, stating instructional objectives, each year.
 - i. Using the information completed on the needs assessment worksheet, parents are provided information by school staff so they can become involved in the implementation of the Title I Program
 - b) Annual Parent's Meeting
 - i. Parents will be invited (through mailed invitation) to an informational meeting each school year, generally in the fall to discuss Northwestern' Title I Program.
 - ii. Those parents unable to attend the meeting will be informed o the program through a follow-up letter as well as newsletters and the Title I Policy Book.
 - c) Parental Surveys
 - i. Parents are asked to fill out a survey regarding the current Title I Program and their child's involvement in the program.
 - ii. Parent responses are considered and changes are made, to the program, as needed.
- 2) A parent advisory council is open for all parents of Title I students to participate in the decision making.
 - a) Each year the parent advisory council is asked for input regarding the Title I Program
 - b) Parents are also asked to assist in special projects that the Title I Program may complete.
- 3) A Title I meeting will be held for all parents of Title I students.
 - a) Information will be given regarding how students are selected for participation in the Title I Program.
 - b) Parents will also be informed of state and federal regulations for Title I Programs.
 - c) Parents' suggestions in the planning and development of the Title I Program will be solicited.
 - d) Parents will be consulted on how the school can achieve the program's objectives.
 - e) Student and parent requirements are also discussed and the Student/Teacher/Parent Compact is signed.
- 4) Parent-teacher conferences are held twice a year to report each child's progress.
 - a) Title I staff completes progress reports at the end of each quarter, to inform parents of their child's progress.
 - b) Parents are informed of instructional objectives
 - c) Suggestions to parents to help them promote education in the home will be given.
 - i. Suggestions are also included in the quarterly newsletters that are sent home to Title I parents. Summer packets are developed and individualized for students to reduce regression through the summer months.

- 5) Testing Results will be provided for parents
 - a) Title I parents will be given their child's Dakota STEP results at the fall parent/teacher conferences (tests are taken in the spring with results arriving at the school in late summer)
 - b) Other test results are discussed as tests are taken throughout the year to discuss progress.
 - i. Star Reading (September, December, and May)
 - ii. DIBELS (September, December, and May)
- 6) Parents will be encouraged to become involved in the Title I program by:
 - a) Helping their children at home by:
 - i. Reading with their child each day and reading as a family.
 - ii. Visit the library
 - iii. Provide a quiet environment for their children to read and complete homework
 - b) Parents are encouraged to become involved in the Title I program by:
 - i. Visiting the Title I classroom
 - ii. Conferring with teachers (attending parent/teacher conferences &/or telephone and e-mail conversations)
 - iii. Offering suggestions for program improvement
 - iv. Informing teachers of situations that may affect their child's education

Review date/initials: October 12th, 2015/RB

TITLE I SCHOOL-PARENT-STUDENT COMPACT NORTHWESTERN AREA SCHOOL DISTRICT 56-7

As a result of our assessment, your child has been selected to receive additional assistance from the Title I program. In order to increase the academic gains of the participating student, the work done in Title I will require a team effort. This team is made up of teachers, parents, and students, each of which has their own separate responsibilities.

As a teacher, I am an important part of the team. I believe that Title I is an important part of your child's educational program and I will support and encourage your child in the Title I program by:

- Meeting with your child on a daily basis to provide instructional strategies in reading and /or writing using quality curriculum in a positive learning environment.
- Providing parents reasonable access to staff.
- Showing respect for each child and his/her family.
- Providing an environment conducive to learning.
- Helping each child grow to his/her potential.
- Providing high quality curriculum and instruction to assist student in meeting the state standards.
- Sending home progress reports quarterly.
- Maintaining open lines of communication with the student and his/her families through parent-teacher conferences at least bi-annually.
- Seeking ways to involve parents in the school program (volunteer, participate, observe).

As a parent, you are an important part of the Title I team. Your responsibilities are to support and encourage the Title I program by:

- Providing a home environment that encourages your child to learn.
- Listening to your child read each day.
- Helping your child with reading and/or writing assignments.
- Attending parent-teacher conferences and family activity nights.
- Volunteering with your child's school when possible.
- Making sure that your child attends school regularly and on time.

As a student, you are an important part of the Title I team. Your responsibilities are:

- Doing your best in your work and in your behavior.
- Respecting yourself, your school, and other people.
- Coming to school prepared with your at-home assignments.
- Working cooperatively with your classmates.

Parent Involvement in Title I

Teacher Signature

Date

Parent Signature

Date

Student Signature

Date

Review date/initials: February 9, 2009/LF

WELLNESS POLICY
Northwestern Area School District 56-7
December 2014

Rationale: A healthy and physically active child is more likely to be academically successful.

The Local Wellness policy will consist of the following four components:

- nutritional education
- physical education
- other school-based activities
- nutrition standards

The Local Wellness Committee will consist of representative members from:

- Food Service
- Administration
- School board
- Community
- Faculty
- Student Body
- Physical Education Teacher
- School Health Professional

2014-15 Local Wellness Committee:

Food Service:	Rita Walter, Food Service Director
Administration:	Lisa Frericks, Business Manager
School Board Member:	Heidi Boekelheide, Mary Mielke
Parent/Community Member:	Doug Stahl, Audrey Ewalt, Stephanie Schentzel, Kris Boekelheide
Faculty Member:	Wade Rozell
Student(s):	Codi Sparling, Elizabeth Heidenreich
PE Teacher:	Kayla Sparling
School Health Professional:	Amy Rothacker

Nutritional Education Component

Nutrition education will be offered at each grade level as part of a sequential, comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to promote their health. Nutrition education will be incorporated into the school day as often as possible. The primary goal of nutrition education is to influence students' eating behaviors.

Nutrition Education:

- teaches scientifically-based nutrition messages throughout the school, classroom, cafeteria, home, community, and media;

- includes the school cafeteria which serves as a “learning laboratory” to allow students to apply critical thinking skills taught in the classroom;
- uses the SD Health Education Standards and addresses nutrition concepts progressively in grades K-12;
- provides enjoyable, developmentally appropriate, culturally relevant, and participatory activities (e.g. contests, promotions, taste testing, farm visits, and school gardens);
- offers information to families that encourages them to teach their children about health and nutrition, and assists them in planning nutritious meals for their families
- will include a school nutrition/health team, such as Team Nutrition to conduct nutrition education activities and promotions that involve parents, students, and the community.
- intended for students, parents, staff and the community;
- Part of health education classes and/or stand-alone courses;
- Encourages staff to be role models for health and to exhibit a positive outlook toward healthy behaviors
- School staff and parents should be encouraged to “celebrate accomplishments and share successes”

Physical Activity Component

The primary goal for the school’s physical activity component is to provide opportunities for every student to develop the knowledge and skills for specific physical activities, maintain physical fitness, regularly participate in physical activity, reduce sedentary time and provided health education in order to instill an understanding of the short and long-term benefits of a physically active and healthful lifestyle.

Daily/Mandatory Physical Education/Activity Classes K-8; Optional 9-12

- All students K-8 will receive physical education with 150 minutes per week for elementary school students, K-5 and 225 minutes per week for middle school students, 6-8 for the entire school year. Students with disabilities, special health-care needs, and those in alternative educational settings will be included.
- Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.
- The physical education curriculum should demonstrate progression and sequence and be consistent with South Dakota and/or National Physical Education standards for Pre-K through grade 12.
- All physical education will be taught by highly qualified physical education teachers.
- Class teacher-to-student ratios should be equivalent to those of other subject area classes in school.
- Student participation in other activities involving physical activity (e.g., interscholastic or intramural sports) will not be substituted for meeting the physical education requirement.

Physical Activity across the Curriculum

- Opportunities for physical activity are regularly incorporated into other subject areas (e.g. math, language arts, science, and social studies).
- Designated physical activity time should not be used for the purpose of individual lessons, classes, and/or therapies or scheduling said events, unless all other options have been exhausted.

Daily Recess

- All elementary school students will have at least 20 minutes a day of supervised recess, preferably outdoors, during which students are encouraged (verbally and through provision of space and equipment) to engage in moderate to vigorous physical activity.
- When possible, recess or PE will occur prior to lunch to ensure appropriate healthful food intake.
- Extended periods of inactivity, two hours or more, are discouraged. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, students will be given periodic breaks during which they are encouraged to stand and be moderately active.
- When appropriate, physical activity should be encouraged during transition, break and free time.

Physical Activity Opportunities Before and After School

- Middle, and high schools will offer extracurricular physical activity programs, such as physical activities clubs or intramural programs.
- All high schools and middle schools as appropriate, will offer interscholastic sports programs.
- Schools will offer activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs.
- Schools will educate and encourage participation in community or club activities.
- Encourage active transportation (walking, biking, etc) to and from school as a healthy alternative.

Withholding or Punishing

- Food will not be withheld from students as a consequence for inappropriate behavior or academic performance. It is recommended that teachers and other personnel will not prohibit or deny student participation in recess or other physical activity as a consequence for inappropriate behavior or academic performance; nor will they cancel recess or other physical activity of instructional make-up time, unless all other options have been exhausted.
- Withholding meal time will not be used as a punishment.

Safe Routes to School

- The school district will assess and, if necessary and to the extent possible, make needed improvements to make it safer and easier for students to walk and bike to school. When appropriate, the district will work together with local public works, public safety, and/or police departments in those efforts.
- The school district will encourage students to use school transportation when available and appropriate for travel to school.

Use of School Facilities Outside of School Hours

- School weight room, cardio room and small gym will be available to students, staff, and community members before, during, and after the school day; on weekends; and during school vacations. The appropriate forms will need to be filled out at the school's business office.
- Schools will educate the community, including parents and staff, about utilizing the facility. These spaces and facilities will also be available to community agencies and organizations offering physical activity and nutrition programs.
- School policies involving safety and use of facilities will apply at all times.

Wellness Council/Committee

- Schools will develop a Wellness/Team Nutrition committee comprised of school personnel, community members, and students to plan, implement, and assess ongoing activities that promote healthy lifestyles, particularly physical activity for all age groups within the school community.

Employee wellness:

- School wellness policy provides staff opportunities to participate in physical activities and healthy eating programs.
- School staff will serve as role models and will practice healthy eating, physical activity, and other activities that support staff and student wellness.

Other School-Based Activities Component

Schools will create an environment that provides consistent wellness messages, is conducive to healthy eating and physical activity; and contributes to forming healthy life long habits

Professional Development

- Schools will provide ongoing professional development and education for food service professionals, educators, administrators and other staff.
- Schools will provide nutrition and physical education for students, staff, and parents.

Eating Environment

- Students and staff will have adequate space to eat meals in clean, safe, pleasant surroundings and will have adequate time scheduled as near the middle of the school day as possible to eat, relax, and socialize.
- Safe drinking water and convenient access to facilities for hand washing and oral hygiene will be available during all meal periods.
- Consideration will be given for passing time, bathroom break, hand washing, and socializing so as to allow ten minutes for breakfast and twenty minutes for lunch once the student is seated.

Recess before Lunch

- Schools will schedule recess for elementary grades before lunch when possible so that children will come to lunch less distracted and ready to eat. Activity before lunch also encourages nutrient intake.

Rewards, Incentives, and Consequences

- Rewards and incentives will be given careful consideration as to the messages they send to the students receiving them.
- It is recommended that teachers and other school personnel will only as last resort prohibit or deny recess or other physical activity as a consequence for inappropriate behavior or poor

academic performance; and will avoid canceling recess or other physical activity for instructional make-up time.

Vending Machines

- Vending machines with food and beverages will not be available in elementary schools. The school will provide healthy snacks as part of the after-school care activities. In the event that these snacks are not available as part of the after-school care activities, the school may provide vending services with healthy choices.
- No vending services will be available one-half hour before and one-half hour after the breakfast and lunch service.

Fundraising

- School fundraising activities will support health lifestyles. Such activities may include physical activity (e.g. walk-a-thon), school support (e.g. selling school memorabilia) and/or academic achievement (e.g. spelling bee).
- The sale of food or beverages as a fund raiser will not take place from one-half hour before and one-half hour after the breakfast and lunch service. If food and/or beverages are sold, it is recommended that the Nutrition Standards as guidelines for the food sold and encourage locally-sourced items where appropriate. If USDA regulations change to be more restrictive, the school shall follow the regulations.
- Schools will encourage fundraising activities that promote physical activity.
- The school district will make available a list of ideas for acceptable fundraising activities.

Nutrition Standards Component

Students' life-long eating habits are greatly influenced by the types of foods and beverages available to them. Foods of good nutritional content including fruits, vegetables, low-fat dairy foods, and low-fat grain products will be available wherever and whenever food is sold or otherwise offered at school during the normal school day. Examples may include a la carte, snacks, vending machines, fund raising activities, parties, celebrations, and school sponsored events.

General Guidelines

- Food pricing strategies will be designed to encourage students to purchase nutritious items.
- Procedures will be in place for providing information to families, upon request, about the ingredients and nutritional values of the foods served during the day.
- We recommend that food and beverages sold, served or brought onto school grounds or at school-sponsored events during the normal school day will meet the Dietary Guidelines for Americans and the Standards for Food and Beverages set forth in this policy. If USDA regulations change to be more restrictive, the school will address the issue.

School Meal Program

- The school food service program will operate in accordance with the National School Lunch Act and the Child Nutrition Act of 1996 as amended and with applicable laws and regulations of the state of South Dakota. All schools will comply with USDA regulations and state policies.
- Schools will offer varied and nutritious food choices that are consistent with the federal government's Dietary Guidelines for Americans. for the purpose of this policy, "dietary Guidelines for Americans" refers to the current set of recommendations of the federal government that are designed to help people choose diets that will meet
- School food service departments will not offer or serve extra portions unless sold as a la carte.
- Nutrient requirements, promote health, support active lives, and reduce chronic disease risks.
- Menus will be planned with input from students, family members, and other school personnel.
- Students with special dietary needs (e.g. diabetes, celiac sprue, allergies,) will be accommodated as required by USDA regulation.

Snacks

- Healthy snacks will include fresh, dried, or canned fruits (in 100% juice only); vegetables; 1% or skim milk.

Parties and Celebrations

- The district will disseminate a list of healthy party ideas to parents and teachers.
- Schools should limit celebrations that involve food during the school day.
- It is recommended that each party should include no more than one food or beverage that does not meet the Standards for Food and Beverages as outlined in this policy.

School Sponsored Events (such as but not limited to athletic events, dances, or performances)

- Healthy choices of food and beverages that meet the Standards For food and Beverages will be recommended at school-sponsored events outside the school day.

Vending Machines and Other Sales Venues

- All foods and beverages sold during school must meet the Standards for Foods and Beverages.
- These guidelines will be recommended to all other sales venues in the school.

Best Choices:

Due to students with peanut allergies, nothing containing peanut products should be brought to the school.

- Granola bars, whole-grain fruit bars
- Fresh fruit of all varieties
- Dried fruit
- Fresh vegetables
- Low sodium varieties of jerky or buffalo jerky
- Yogurt, low fat and no sugar added
- String cheese
- Fruit/vegetable juice (100% juice)
- 1% or skim milk

- Plain water
- Fruit bars
- Frozen fruit juice bars (no sugar or high fructose corn syrup)

Good Choices:

- Popcorn without hydrogenated fats
- Individually packed fruit in natural juices only
- Fruit leather
- Animal crackers and graham crackers
- Pretzels
- Low fat ice cream and sherbet bars
- Low-fat pudding
- Baked chips

Adopted: 8-14-06

Review date/initials: February 9, 2009/LF; January 7, 2015/LF

STUDENT BULLYING POLICY

A. DEFINITIONS

1. **Bullying:** For the purposes of this policy, “bullying” means any physical, verbal, written or electronic conduct directed toward a student that is so severe, pervasive, and objectively offensive that it:
 - a. has the purpose of effecting or creating an intimidating, hostile or offensive academic environment, or
 - b. has the purpose or effect of substantially or unreasonably interfering with a student’s academic performance which deprives the student access to educational opportunities.

Bullying may include, but is not limited to the following behaviors and circumstances:

- a. Verbal, nonverbal, physical or written harassment, hazing, or other victimization that has the purpose of causing injury, discomfort, fear, or suffering to the victim;
 - b. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
 - c. Implied or explicit threats concerning grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
 - d. Demeaning jokes, stories, rumors or activities directed at a student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; or
 - e. Unreasonable interference with a student’s performance or creation of an intimidating, offensive or hostile learning environment.
- 2: **Electronic:** For the purposes of this policy, “electronic” means any communication involving the transmission of information by wire, wireless broadband, radio, optical cable or similar means. “Electronic” includes, but is not limited to, communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.
 3. **Third Parties:** For the purposes of this policy, “third parties” includes, but is not limited to, school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of business or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-district school events.

B. REPORTING

Any individual who believes a student has been the victim of bullying, as defined above, by students, staff or third parties shall report the alleged acts immediately. The report shall be on a form available from the building principal or from the district office. At the time a report is made, district staff may request any evidence of the alleged bullying, including, but not limited to, letters, tapes, pictures or electronic communication devices.

1. **Designated Personnel.** The building principal is designated to receive written reports of bullying at each school building. Reports may also be received by an alternate, as designated by the building principal. Upon receipt of a written report, the building principal shall reasonably and promptly notify the superintendent and provide a copy of the report to the superintendent. Failure to forward any report as provided herein will result in disciplinary action. If the complaint involves the building principal, the complaint shall be filed directly with the superintendent.
2. **District wide.** The School Board hereby designates the superintendent to receive reports of bullying from the building principal as outlined above. The superintendent shall designate an individual to receive reports in such cases that a report alleges bullying performed by the superintendent. If a report is filed involving the superintendent, the designated individual shall reasonably and promptly notify the Board Chair.
3. **Confidentiality.** The District will attempt to respect the confidentiality of the report and the individual(s) against whom the report is filed, consistent with district policy, legal obligations and the necessity to investigate allegations of bullying and take disciplinary action when the conduct has occurred.
4. **Procedure.** Any individual filing a report of bullying will be asked to put the facts surrounding the conduct in writing on a form provided by the District. The form shall include, but is not limited to: individual's name and address; date of the incident; description of the incident; name of any witnesses; what action, if any, has been taken; and signature of the complainant.
5. **Required Reporting.** If any accusations include possible criminal activity, the superintendent shall comply with all mandatory state reporting requirements.

C. INVESTIGATION

Upon receipt of a written report, the building principal shall be responsible for reasonably and promptly conducting an investigation to determine whether an alleged act constitutes a violation of this policy. At the building principal's discretion, an investigation may be conducted by an alternate investigator as designated by the building principal. After completion of the investigation, the investigating party shall provide written conclusions and findings to the superintendent.

The investigation may consist of personal interviews with individuals named in the report and any others who may have knowledge of the alleged incident(s) or circumstances giving rise to the report. The investigation may also consist of any other methods deemed appropriate by the investigating party.

In addition, the District may take immediate steps, at its discretion, to protect students and employees pending completion of an investigation.

D. PROHIBITION AGAINST RETALIATION

The District prohibits retaliation against any person who, in good faith, makes a report of alleged bullying conduct or who retaliates against any person who, in good faith, testifies, assists, or participates in any investigation, proceeding, or hearing related to a report of bullying.

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. If any student who has, in good faith, reported bullying or has testified, assisted or participated in an investigation, believes that he or she has been retaliated against because of his or her participation, he or she should follow the procedures set forth above.

Any charge of bullying found to have been intentionally dishonest or made maliciously without regard for truth is subject to disciplinary action consistent to district policy.

E. CONSEQUENCES

Any individual found to have violated this policy will be subject to discipline consistent with district policy. The District will take action it deems necessary and appropriate, up to and including expulsion, dismissal or appropriate sanction determined and imposed by the administration or the Board. Individuals may also be referred to law enforcement.

F. NOTIFICATION

The district's bullying prevention efforts shall be annually discussed with students and staff and the district's policy and regulation shall be incorporated into the appropriate district handbooks, which shall be made available to district staff, students and parents.

Cross References: ACAA, Sexual Harassment
JF, Student Rights and Responsibilities
JFA, Student Due Process Rights
JFC, Student Conduct
JFCC (EEACC), Student Conduct on School Buses
JFCD, Cyber Bullying
JFCF, Hazing
JFCE, Student Bullying
JG, Student Discipline
JGD, Student Suspension and Expulsion

Adopted: JULY 13, 2009

Northwestern Area School District Policy on Enrollment, Transportation, School of Origin, and Experiencing Homelessness including Unaccompanied Youth

The Northwestern Area School District 56-7 policy is to:

- ensure the immediate enrollment of children or youth experiencing homelessness until all enrollment records may be secured, i.e. academic records, medical records, proof of residency, or other documentation.
- keep a child or youth experiencing homelessness in the school of origin, except when doing so is contrary to the wishes of the child's or youth's parent or guardian.
- Ensure the elimination of stigmatization or segregated services and the elimination of the other identified barriers for homeless children and youth.
- Provide children or youth experiencing homelessness with services comparable to services offered to other students in the school including the following:
 - * Transportation services.
 - * Educational services for which the child or youth meets the eligibility criteria, such as services provided under Title I of the Elementary and Secondary Education Act of 1965 or similar State or local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency.
 - * School nutrition programs.

APPROVED: 6/08/09

Reviewed/Initials: October 12, 2015/RB

Northwestern Area School District 56-7 Meal & Unpaid Meal Charge Policy

I Purpose:

The goal of the Northwestern Area School District 56-7 is to provide students with healthy meals each day. However, unpaid charges place a financial burden on our Food Services Department. The purpose of this policy is to insure compliance with federal reporting requirements for the USDA Child Nutrition Program, and to provide oversight and accountability for the collection of outstanding student meal balances.

The intent of this policy is to establish uniform meal account procedures throughout Northwestern Area School District. The provisions of this policy pertain to regular priced school breakfast and lunch meals only. While the USDA Child Nutrition Program does not require that a student who pays for regular priced meals be served a meal without payment, the Northwestern Area School District provides this policy as a courtesy to those students in the event that they forget or lose their lunch money.

II Policy:

Full Pay Students – Preschool, Elementary, Middle School and High School Students will pay for meals at the district's published standard rate each day. A student will be allowed to charge a maximum of \$20 to their account. Once a student has charged to the maximum of \$20, he/she will not be allowed to charge for any Seconds or Extra or Extra Milks. The student will be allowed to receive a reimbursable meal, the cost of which will be added to their account.

Free Meal Benefit - Free status students will be allowed to receive a free breakfast and lunch each day. Any extra entrée's or extra milks must be prepaid.

Reduced Meal Benefit - Reduced status students will be allowed to receive a breakfast for \$.30 and lunch for \$.40 each day. A student will be allowed to charge a maximum of six \$10 to their account after the balance reaches zero. Once a student has charged to the maximum of \$10, he/she will not be allowed to charge for any Seconds or Extra or Extra Milks. The student will be allowed to receive a reimbursable meal, the cost of which will be added to their account.

Parents/Guardians are responsible for meal payment to the food service program. Notices of low or deficit balances will be sent to parents/guardians at regular intervals during the school year.

The school cafeteria possess computerized point of sale/cash register systems that maintain records of all monies deposited and spent for each student and said records are available by setting up an account at the school business office. This is done when students enroll at Northwestern.

Students/Parents/Guardians pay for meals in advance with cash or a check payable to Northwestern Food Service. Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student will be carried over to the next school year.

Refunds for withdrawn, and graduating students; a refund will be given to students withdrawing or graduating if no other siblings are attending Northwestern. The balance of students who are graduating at the end of the year will be transferred to a sibling's account.

Balances Owed collection of owed balances will be turned over to a credit collection service if not paid by the end of the school year, or at the discretion of administration

If a student is without meal money on a consistent basis, the administration will investigate the situation more closely and take further action as needed. If financial hardship exists, parents and families are encouraged to apply for free or reduced price lunches for their child.

ADOPTED ON AUGUST 14, 2017

**ATTENDANCE POLICY
NORTHWESTERN AREA SCHOOL DISTRICT 56-7**

The administration and teaching staff of Northwestern Area School believe that a student's contribution to classes and achievements are directly related to attendance. Therefore, any students with excessive absences will usually be subject to a special attendance program. Phone calls, School Reach messages, or letters will be used to contact parents to inform them of concerns. Most students have fewer than five absences a year. In order to encourage regular attendance, the following procedures will be in place.

For each semester (Grades 9-12):

1. If a student is absent from a class for 4 blocks of a class (8 Carnegie), the parents will receive a letter of concern from Administration.
2. If a student is absent from a class for 9 blocks of a class (18 Carnegie)*, a truancy (Child in Need of Supervision) petition may be filed with the State's Attorney, parents will receive a letter of notification of the truancy, and a counselor or principal will be assigned to monitor absences.

*If a student is absent from a particular class for 9 blocks (18 Carnegie), the student will receive a grade of F for that course and parents will receive a letter of notification of that failure. **Parents do have the opportunity to appeal to the Northwestern Area Board of Education if absences are due to extenuating circumstances.**

*On average a block schedule allows for 43 class meetings per semester. If a child missed 9 of these 43 meetings they would be missing 20% of the class.

For each trimester (Grades 6-8):

1. If a student is absent from a class for 3 blocks of a class (6 Carnegie), the parents will receive a letter of concern from Administration.
2. If a student is absent from a class for 6 blocks of a class (11 Carnegie)*, a truancy (Child in Need of Supervision) petition may be filed with the State's Attorney, parents will receive a letter of notification of the truancy, and a counselor or principal will be assigned to monitor absences.

*If a student is absent from a particular class for 6 blocks (11 Carnegie), the student will receive a grade of F for that course and parents will receive a letter of notification of that failure. **Parents do have the opportunity to appeal to the Northwestern Area Board of Education if absences are due to extenuating circumstances.**

*On average a block schedule allows for 29 meetings per trimester. If a child missed 6 of these 29 meetings they would be missing 20% of the class.

For each quarter (Grades K-5):

1. Students missing 5 or more days in a quarter will have their parent or guardian contacted by the Principal concerning the absences.
2. If a student is absent for more than 15 days in the school year, a truancy (Child in Need of Supervision) petition may be filed with the State's Attorney, parents will receive a letter of notification of the truancy, and a counselor or principal will be assigned to monitor absences.

ADOPTED: August 9, 2010

Section III
Staff
Policies

ALCOHOL AND OTHER DRUGS BY EMPLOYEES POLICY NORTHWESTERN AREA SCHOOL DISTRICT 56-7

Student and employee safety is a paramount concern to the Northwestern Area School Board. Employees under the influence of alcohol, drugs or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the Northwestern Area School Board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol or illegal drugs by an on-duty employee. (On-duty employee is any employee in or on school premises or attending any school activity in a student supervisory capacity.) Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution.

Each employee of the district is hereby notified that as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal drug statute convictions for a violation occurring in or on the premises of the school district, or while engaged in regular employment. Such notification must be made by the employee to the Superintendent no later than five (5) days after conviction.

Within fifteen (15) days after receipt of information concerning an alleged or proven violation of this policy the district will take appropriate disciplinary action which may include requiring the employee to participate in drug abuse assistance or rehabilitation programs, possible referral for prosecution, or termination of employment.

All employees will be informed about the dangers of drug abuse in the workplace; this policy of maintaining a drug-free workplace; available drug counseling; rehabilitation, and employee assistance programs; and the disciplinary sanctions that may be imposed upon employees for drug abuse violations occurring in the workplace.

Northwestern Area School recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to treatment facilities or agencies in the community.

Employees are required to perform their job duties unimpaired by alcohol, illegal drugs or the improper use of legal drugs. When a staff member has consumed alcoholic beverages or illegal drugs on school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this policy will be subject to the same disciplinary sanctions as for possession or consumption on school property.

Northwestern Area School hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.

Copies of this policy will be distributed by the superintendent to all school employees at the beginning of the school term, and to new employees when they begin employment if at a different time than the beginning of the school term.

ADOPTED ON JUNE 12, 2000

Review Date/Initials: November 9, 2015/RB

STAFF COMPLAINTS AND GRIEVANCES POLICY NORTHWESTERN AREA SCHOOL DISTRICT 56-7

The Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration and the Board.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured opportunity for an orderly presentation and review of complaints and concerns. Channels established will provide for the following:

1. That teachers and other employees may appeal a ruling of a principal or other administrator to the chief executive officer/superintendent.
2. That all school employees may appeal a ruling of the chief executive officer/superintendent to the Board.

Grievance procedures and forms as well as the hearing procedures are attached.

LEGAL REFS: SDCL 3-18-1; 3-18-1.1; 3-18-15 through 3-18-15.3

ADOPTED ON JUNE 12, 2000

Review Date/initials: November 9, 2015/RB

GRIEVANCE PROCEDURE NORTHWESTERN AREA SCHOOL DISTRICT #56-7

A. Definitions

1. A "grievance" is a complaint by a person or group of persons employed by the Northwestern Area School District #56-7, made either individually or by a duly authorized and recognized employee association through its representative that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule practice or procedure of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, practice or procedure is not a "Grievance".
2. "Days" shall mean working school days unless otherwise designated.
3. An "aggrieved person" is a person or persons or an employee association making the complaint.
4. "Party in interest" is the person or persons or employee association making the complaint and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. A "representative" is a person designated by the aggrieved person, administrator, or School Board to speak for him/her/them at any level of the procedure.
6. "Board" means the School Board of the Northwestern Area School District #56-7, Mellette, South Dakota.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the Northwestern School and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is predictable.
3. To make this Grievance Procedure applicable a formal grievance must be filed within thirty (30) calendar days of the alleged violation.

D. Procedure

1. Informal

Subject to paragraph B2, an employee with a grievance may first discuss it with the Director with the objective of resolving the matter informally.

2. Formal

Level I:

An aggrieved person shall first file the grievance in writing with the Superintendent. The Superintendent shall arrange a meeting with the aggrieved person and his/her representative(s) if any, to take place within five (5) school days after the grievance has been filed. Within five (5) school days after the meeting, the Superintendent shall render a decision in writing to the aggrieved party and to his/her representative(s), if any.

Level II:

If the aggrieved person is not satisfied with the disposition of the grievance at Level I or if no written decision has been rendered within five (5) school days after the hearing on the grievance at Level I, the grievance may be filed in writing with the School Board within seven (7) days after the decision at Level I or twelve (12) days after the grievance at Level I was presented, whichever is sooner. The School Board shall hold a hearing on the grievance immediately following its next regular meeting unless the date is changed by mutual consent of the School Board and the grievant. The School Board may designate a member of the administration to present the administration's viewpoint of the grievance at the hearing. The decision of the Board shall be rendered in writing within five (5) days after the grievance hearing by the School Board.

Level III:

If the aggrieved person is not satisfied with the disposition of the grievance at Level II or if not written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within ten (10) days after receipt of the written decision of the School Board, or within ten (10) days of the date the decision is due, whichever is earlier, appeal to the Department of Labor pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL I

(To be completed by aggrieved person)

Date of presentation to Superintendent _____

Name of Aggrieved Person _____

Home Address _____

Superintendent _____

Nature of Grievance _____

Settlement Requested _____

Signed _____

Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL II

(Copies of all previous Requests for Settlement and Replies must be attached)

Date of Submission to Board Chairman _____

Name of Aggrieved Person _____

Home Address _____

Date of Reply of Superintendent to Level I Grievance _____

State Reason for Submission of Grievance to Level II _____

Settlement Requested: _____

Signed _____

Aggrieved Person

WITHDRAWAL OF GRIEVANCE

Date of Withdrawal _____

Name of Aggrieved Person _____

Home Address _____

Subject Area _____

Present Level of Grievance - I II (Circle One)

Date on which Grievance was Submitted at this Level _____

Brief Description of Nature of Grievance: _____

Request for Withdrawal.

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

Signed _____
Aggrieved Person

**HEARING PROCEDURE
NORTHWESTERN AREA SCHOOL DISTRICT #56-7**

1. The school board will appoint a school board member or a person who is not an employee of the school district as the hearing officer; said hearing officer will rule on all objections by either side and questions of procedure.
2. At least a majority of the school board members must be present at the hearing and no member of the board not present at the hearing may vote on the decision of the board.
3. Each party may make an opening statement and a closing statement. The party that makes the first opening statement shall have the privilege of making the last closing statement. Opening and closing statements shall be made without interruption or objection.
4. Each party may introduce evidence, present witnesses, and examine and cross-examine witnesses.
5. Each party may be represented by an attorney (at his/her own cost).
6. The school administration will present its case first.
7. The hearing is closed to the public. The school board will make a verbatim record of the hearing by means of an electronic or mechanical device or by 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.
8. Witnesses may be present only when testifying. 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.
9. Each party may raise any legal objection to evidence.
10. The hearing officer will admit all relevant evidence, however, the hearing officer may limit unproductive or repetitious evidence.
11. The hearing officer may ask questions of witnesses and may allow other school board members to interrogate witnesses.

12. After the hearing, the school board will 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 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 the opposing party is present.
13. After the conclusion of the hearing, the school board will enter a written finding of the fact, conclusions of law and its decision within the time limits provided by law.
14. 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 an open meeting.
15. If the hearing is for a student, the motion will omit the name of the student and will state the reason for the board's action. The school board will notify the student's parent(s) or guardian, or a student who is 18 years of age or older or who is an emancipated minor in writing of the decision. The notice will state the action that will be taken in the case and if expulsion is required the notice will state the length of expulsion.

**REPORTING CHILD ABUSE POLICY
NORTHWESTERN AREA SCHOOL DISTRICT #56-7**

Any teacher or other school employee who suspects that a child under 18 years of age has been neglected or physically abused (including sexual or emotional abuse) by a parent or another person, will report orally or in writing this information to the principal or superintendent. The principal or superintendent should immediately report this information to the state's attorney; or the department of social services; or the county sheriff. If the principal or superintendent does not confirm to the teacher or other employee within 24 hours that action has been initiated, the employee will report this information directly to the proper authorities.

The report will contain the following information: name, address, and age of child; name and address of parent or caretaker; nature and extent of injuries or description of neglect; and any other information that might help establish the cause of injuries or condition.

School employees, including administrators, will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, but only to report his suspicions of abuse or neglect.

Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting, or from any resulting judicial proceeding, even if the suspicion is proved to be unfounded.

Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner. Information or records concerning reports of suspected abuse or neglect is confidential. The release to persons other than those provided by law is punishable by a \$1,000 fine, one year in jail, or both. Failure to make a report where abuse or neglect is suspected is subject to the same punishment.

Copies of this policy will be distributed by the superintendent to all school employees at the beginning of the school term, and to new employees when they begin employment if at a different time than the beginning of the school term.

LEGAL REFS: SDCL 26-8A-2,3,7 & 8

ADOPTED ON JUNE 12, 2000

Review Dates/Initials: November 9, 2015

D-3
REPORTING CHILD ABUSE
NORTHWESTERN AREA SCHOOL DISTRICT #56-7

NAME _____ DATE _____

AGE _____ PARENT/GUARDIAN NAME _____

DATE OF BIRTH _____ ADDRESS _____

GRADE _____ PHONE # _____

Please give a description of neglect or nature and extent of injuries:

Signature of Person Making Referral

.....
Notification of Reporting:

Signature of Person Making Referral

Signature of Person Notifying Authorities

Date _____

Date _____

The top portion of this form is to be completed by teacher or other person making a report of suspected child abuse and is given to CEO/Superintendent or Principal.

The bottom portion is to be completed by CEO/Superintendent or Principal upon such report being made to the authorities. The person making the report of child abuse will sign to show that they have been notified that the authorities have been contacted.

ADMINISTRATION OF MEDICATIONS POLICY NORTHWESTERN AREA SCHOOL DISTRICT #56-7

When appropriate, Northwestern Area School District's staff will assist students with self-administration of medication to the following requirements:

ITEM A: DEFINITIONS

1. Assistance with self-administration of medications:

The term "assistance with self-administration of medications" means helping a student with one or more steps in the process of taking medications, but not actual administration of the medications. Assistance with self-administration of medications may include opening the medication container, reminding the student of the proper time to take the medication, helping to remove the medication from the container, and returning the medication container to proper storage. The person should have some informal training to ensure he/she feels comfortable in the role.

2. Administration of medications:

The "administration of medications" is a nursing function. The steps in medication administration entail removing an individual dose from a previously dispensed, labeled container, including a unit dose container; verifying it with the physician's order; giving the individual dose to the student for which it is prescribed; and promptly recording the time and dose given.

ITEM B: ADMINISTRATION OF MEDICATIONS

Northwestern School staff will not participate in the administration of medications.

ITEM C: REQUIREMENTS FOR SELF-ADMINISTRATION OF MEDICATION

1. Northwestern School Administration have been informed of a request for students assistance with medication.
2. A permission note from the parent explaining the dosage and the time the medicine is to be self-administered should accompany the medication.
3. The attached "Medication Observation Daily Log" must be maintained by the Northwestern Staff for each student with each medication.
4. All medications to be supervised by school personnel are kept in a secure location as determined by the principal/superintendent.

5. Parents/guardians may retrieve the medication from the school at any time.
6. Prescription medicine must be in its original prescription container.
7. No more than a thirty (30) day supply of the medication for a student is to be stored at the school. If the medication is to be measured, then a medicinal measuring cup or measuring spoon should be provided.
8. The staff member will always make the pill or liquid medication available to the child, but will not hand it to the child or place it in the child's mouth. The medication will be placed onto a plate or will be held in the staff member's hand for the child to retrieve for consumption.
9. All unused, discontinued or outdated medications are to be returned to the parent or guardian and appropriately documented. All medications are to be returned to the parents/guardians at the end of the school year.
10. At no time will a teacher or any school staff member change the quantity of the medication that has been prescribed by the medical doctor.

OUT OF SCHOOL ACTIVITIES:

If a medication must be taken while a student is outside the school, the same procedures should be followed as though the student is in the school. A designated adult should be responsible for safe storage, handling, and assistance with the medication in accordance with the parental/guardian authorization form.

Northwestern teachers, staff, and office personnel will not dispense any over the counter medications.

ADOPTED ON JUNE 12, 2000

Review date/initials: November 9, 2015/RB

MEDICATION OBSERVATION DAILY LOG

To be completed for each medication _____ Assistance with Self-Administration

School Year _____ Medication Administration

Name of Student _____ Date of Birth _____ Sex _____

Name of School _____ Grade/Home Room (or Teacher) _____

Name and Dosage of Medication _____

Route _____ Frequency _____ Time(s) Given in School _____

Direction: Initial with time in box; a complete signature and initials of each person should be included below.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
SEP																																
OCT																																
NOV																																
DEC																																
JAN																																
FEB																																
MAR																																
APR																																
MAY																																
JUN																																

INITIAL (of school personnel or nurse)	SIGNATURE	INITIAL	SIGNATURE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CODES: (A) Absent; (E) Early Dismissal; (F) Field Trip; (N) No Medication Available; (O) No Show; (W) Dosage Withheld; (X) No School (holiday, weekend, snow day, etc.)

REDUCTION IN PROFESSIONAL STAFF WORK FORCE NORTHWESTERN AREA SCHOOL DISTRICT #56-7

STAFF REDUCTION:

In the event the Board determines a staff reduction is necessary, the following guidelines will be considered:

1. An effort will be made to effect the reduction through normal attrition. The Northwestern Education Association (NEA) will be notified and group recommendations considered if received within 14 days of the notification.
2. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in tank order of importance:
 - a. Student and curriculum needs
 - b. Prior evaluations
 - c. Competency
 - d. Qualifications
 - e. Certification
 - f. Experience in the area to be taught
 - g. Educational background
 - h. State and federal mandates
 - i. Administrative recommendation

The Board will follow the provisions of state law in making staff reductions involving professional staff members on continuing contract status by April 15th.

RECALL:

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. The teacher subject to reduction in force termination shall provide a list of positions for which the teachers wishes to be considered and is qualified to fill. If, during the first fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and activity for which a laid-off teacher, wishes to be considered, an offer of re-employment shall be extended to the teacher, subject to interview and updated background check. When more than one staff member has the same recall date for the open position, the Board may consider, among other things, the matter identified in Section 2 of this policy.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within twenty (20) calendar days after the mailing of a written notice of recall. Such notice shall be sent to the last address furnished to the superintendent/chief executive officer by the staff member, and the twenty (20) day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

LEGAL REFS: SDCL 13-43-6.4

Readopted June 12, 2000

Review date/initials: November 9, 2015/RB

**TEACHER EVALUATION POLICY
NORTHWESTERN AREA SCHOOL DISTRICT #56-7**

Non-tenured teachers (those during their first, second and third year of employment), will be evaluated formally at a minimum of one time each semester. Tenured teachers (those past their third year of employment), will be evaluated a minimum of every other year. Additional evaluations may be made as each individual case might require.

Teachers will have an opportunity to respond in writing to any evaluations that are made about their teaching and professionalism. Guidelines for improvement of instruction will be made available to any teacher that has been asked to improve instruction in any given area.

Evaluations may be made with or without advance knowledge given to the teacher. General policy will be to let the teacher know that he or she will be formally evaluated at some near time.

ADOPTED ON: 9-19-00

Review Date/Initials: November 9, 2015/RB

POLICY FOR USE OF GAS & LOCAL MERCHANT CHARGE CARDS NORTHWESTERN AREA SCHOOL DISTRICT #56-7

USE OF SCHOOL-OWNED CHARGE CARDS

The business manager, with the approval of the Board of Education, is authorized to issue school-owned gas company and local merchant (i.e. WalMart, Target, etc.) charge cards on an as-needed basis to school personnel. These cards shall be maintained and secured in the office of the Business Manager and shall be limited to the purchase of gasoline and supplies from local merchants who require a charge card for making purchases. Gas cards for local cardrol may be issued to bus drivers during the school year and collected during summer vacation. The use of national gas charge cards (i.e. Amoco, Phillips 66), and local merchant cards may be authorized on a single-use basis for a specific reason and a limited period of time. A written record of all cards issued, to whom, for what purpose, dollars limitation, and a return date shall be recorded. School charge cards may be used for the following purposes only:

1. Gas Cards:
 - a. Purchase of fuel and oil from local cardrol provider.
 - b. Purchase of gas, oil, supplies, repairs, and emergency items with major gas company charge card when school vehicles are used by school personnel for business travel.
2. Local Merchant Cards:
 - a. For purchase of materials, supplies, or equipment when authorized by the Business Manager, and there is insufficient time to follow regular procedures for business travel.

Each time a person is authorized to use a school-owned charge card he/she must agree with the terms and conditions of this policy by signing the "Credit Card Issuance Agreement" below, stating that charges made on the credit card may be deducted from the person's salary unless:

- a. The purchase is for a school-related purpose authorized under this policy; and;
- b. The persona has submitted signed receipts and such other documentation as the Business Manager may require.

USE OF PERSONAL CREDIT CARDS

In the event a school-owned card is not available and employees must use their own personal charge cards for official school purposes, reimbursement will be made to the credit card company, unless specifically authorized by the Business Manager to be paid to someone else. Appropriate receipts and documentation must be provided to the Business Manager before reimbursement can be made, including a school voucher signed by the individual receiving payment.

ADOPTED ON AUGUST 21, 2001

Review date/initials: November 9, 2015/RB

CREDIT CARD ISSUANCE AGREEMENT

I herewith acknowledge receipt of a Northwestern Area School District credit card. I have read the Credit Card Issuance Policy adopted by the School Board and I agree to its terms. I specifically agree to have withheld from my pay, any charge made on this card during the time it is in my possession that is not made for a proper school purpose or is not properly documented. In the event the card is lost or stolen, I will immediately notify the credit card company and the District.

Signed this _____ day of _____, 20__.

RECIPIENT

Credit Card Number: _____

Date Issued: _____

Return Date: _____

Credit Limit: _____

Purpose of Issuance: _____

Northwestern Employees Insurance Policy

Health Insurance:

The School Board will pay the single coverage medical plan adopted by the School Board according to the negotiated agreement with the following conditions:

1. No employee may elect to take cash in lieu of insurance
2. Must be a full-time equivalent employee – this is 35 or more hours
3. Available upon initial employment or qualifying event
4. Must be a full-time certified teacher of the District to be eligible to enroll in a family or 2-party health insurance plan
5. Group insurance coverage paid by the District shall end with the termination of employment. Certified Teachers who have taught the entire year will have coverage paid by the District through August 31 of that year or when their contract is paid out, whichever is earlier.

Dental Insurance, Vision Insurance, Voluntary Life Insurance, AFLAC:

You may participate in these insurances if you work over 20 hours a week. The District does not contribute any amounts toward this.

ADOPTED ON MAY 13, 2019