

SECTION K: School-Community Relations

Section K of the EPS/NSBA policy classification system provides a repository for statements on relations with the general public and with other community and public agencies except other educational agencies and groups.

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SCHOOL-COMMUNITY RELATIONS GOALS

The Board believes that responsible management of the school district requires that current laws, standards, attitudes, and philosophies of education be presented to the community on a continuing basis. The Board also recognizes that as elected representatives of the people it must consider the needs and desires of the community in establishing educational policy. In order to meet both of these aims, it is essential that effective two-way communication be maintained with the community.

The basis for an effective community relations program is to be found in the following statements of Board attitudes:

1. The community will be encouraged to participate and actively assist in the future planning of the school district.
2. All avenues of communication available will be used.
3. Special attention will be given to effective internal communication among the Board, administration, the staff, and students, to assure the full understanding of existing programs and to elicit reports and recommendations on those in effect, as well as those which should be considered.

The Board is devoted to the development and maintenance of a comprehensive year-round community relations program to assure a full appreciation of the educational program and the problems of the district, and to provide for the broadest participation of all -- Board, staff, and community -- in seeking the solution to problems and in promoting the continuing improvement of the education available to the residents of the community.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC INFORMATION PROGRAM – SCHOOL AND COMMUNITY RELATIONS

The purpose of the school-community relations program is to establish and maintain a program that informs the public of and involves them in the goals and services of the District's public schools.

The Board shall provide parents or guardians and other district residents opportunities for information and orientation regarding local school procedures, and will utilize, insofar as practical, all appropriate means and media to achieve the following objectives:

1. To explain the programs, achievements and needs of the schools to:
 - parents/guardians;
 - township/city officials and other community leaders;
 - local business and industry;
 - community organizations;
 - special interest groups;
 - the community as a whole;
 - state and federal agencies.
2. To determine:
 - what residents expect from their schools;
 - what residents think about the accomplishments of their schools;
 - what residents would like to know about their schools that they don't now know;
 - which particular areas of the school program, policies, or operations need further clarification or explanation.
3. To keep staff members fully informed of:
 - district policies and procedures;
 - system-wide activities;
 - their own responsibilities;
 - their rights within District policy and under school law;
 - practices and procedures to follow at parent meetings or conferences to establish cordial relationships and trust on the part of their students and parents;
4. To operate, insofar as required, in public session, as speedily and efficiently as circumstances permit, and with public participation.
5. To recognize students:
 - as a "public" entitled to both be heard and to be provided with reasons for policies and practices which relate to them;
 - as "ambassadors" from the school system to the community, whose attitudes will affect community opinion of the schools.

6. To inform District personnel that community opinion depends upon the daily life of the school, and that they should seek the following objectives as opportunity permits in their respective fields of services:
- acquaint citizens with the work of the schools;
 - give courteous and thoughtful consideration to all inquiries and suggestions and carefully investigate all complaints;
 - make parents feel welcome in the school office and in the classroom;
 - cooperate with the parent and other community groups;
 - maintain student relations so as to enlist the cooperation of the home;
 - observe inter-staff relations conducive to high morale that merits the respect of students and citizens.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC'S RIGHT TO KNOW

The Board is a public servant, and its meetings and records will be a matter of public information except as such meetings and records pertain to individual personnel and other classified matters.

The Board supports the right of the people to know about the programs and services of their schools and will make every effort to disseminate information. All requests for information will be acted on fairly, completely, and expeditiously.

The official minutes of the Board, its written policies and regulations, and its financial records will be open for inspection at the Office of the Superintendent by any citizen desiring to examine them during hours when the office is open. No records pertaining to individual students or staff members will be released by the Superintendent or other persons responsible for the custody of confidential files for inspection by the public or unauthorized persons. The exception to this will be information about an individual employee (or student) that has been authorized in writing for release by the employee (or student, or student's parent).

Each building administrator is authorized to use all means available to keep parents and others in the particular school's community informed about the school's program and activities.

State References

SDCL 13-8-43

Records of business manager open to public inspection

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018

NEWS MEDIA RELATIONS

The Superintendent or designee will coordinate all activities relating to the publication of information concerning the schools or the appearance of news releases relating to school personnel or activities.

In addition to the use of the official newspaper as required by state law for specific announcements, the public schools will use all media available, both public and private, and the school media to keep the public informed as fully as possible on school matters.

The Board welcomes the active participation of newspapers, magazines, radio, television, social mediums, and other mass communication media in promoting the cause of good education in our district and state.

Suggestions and advice from representatives of such media as to how best to facilitate the flow of information to them by the Board and personnel of the school district will be welcomed.

Newscasts, spot announcements, sports and media coverage of other school activities and programs must be presented in the public interest. Identification of the schools with the promotion of any commercial or political enterprise will not be permitted.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

NEWS RELEASES

The Superintendent or designee will be the press liaison for coordinating the release of information concerning the school district and the actions of the Board. The Board president will be the official spokesperson for the Board, except as this duty is delegated to the Superintendent or designee.

The Superintendent or designee will work in cooperation with the administrative staff, and the school principals. He or she will assure that each school in the district has equitable news media coverage.

While it is impossible to know how news releases will be treated by the press, every possible effort should be made to obtain coverage of school activities and personnel, which will create and maintain a dignified and professionally responsible image for the school system.

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Revised: November 2018

COMMUNITY AND PARENT INVOLVEMENT DECISION MAKING

The Board recognizes the importance of community and parent involvement with the program and the operations of the public schools. By working together the quality of the educational program for students can only improve.

To foster mutual respect and confidence between the public, parents and the Board, an atmosphere of openness and honesty will prevail. The Board will encourage interested groups and representatives to express ideas, concerns and judgments about the schools to the schools administration, to staff appointed advisory bodies and to the Board. It will be the Board's responsibility to provide the public and parents with accurate and complete information on the schools and the Board's activities.

The advice of the public and parents will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the students.

Citizens' Advisory Committees

The Board recognizes that one of the best methods to maintain good communications with the community, and to establish sound public relations, is through temporary citizens' advisory committees.

These committees will be appointed when needed for a specific time and purpose, and will be under the supervisory control of the chief executive officer (CEO)/superintendent. He or she will report to the Board on its membership, function, progress and final report.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes citizens of the district to attend its sessions so they may become better acquainted with the operation and programs of the schools.

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

- Any individual who desires to speak about any item on the agenda, is asked to present the “request to speak” to the Superintendent, the Business Manager or the President. The request may be communicated orally prior to the meeting or in form or by a raised hand during the meeting.
- Persons who wish to speak about an item that is not on the agenda, are asked to present such request to the Superintendent or Board president, prior to the beginning of the meeting. Persons who present a request will be allowed to speak about the topic during public input as stated on the agenda if allowed by law.
- Citizens who desire Board action on an item not on the agenda, will submit the request to the Superintendent’s office, at least 10 days prior the meeting of the Board, at which they wish for the item to be considered.
- Presentations should be brief and professional . Speaker will be limited to five minutes, unless an extension of time is granted,.

The Board vests in its president or other presiding officer, authority to terminate the remarks of any individual when they do not adhere to the rules established above.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

CONSUMPTION OF ALCOHOLIC BEVEREAGES ON SCHOOL PROPERTY

The Board will not allow consumption of alcoholic beverages on school grounds.

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Reviewed: October 2018
Revised: November 2018

COMMUNITY USE OF SCHOOL FACILITIES

Since the schools belong to the people of the school district, and since the plant facilities are established, maintained and operated by funds largely provided by taxes, the board accepts the responsibility for making its plant facilities available to responsible organizations, associations, and individuals of the school district for appropriate civic, cultural, welfare or recreational activities which do not infringe upon nor interfere with the conduct and best interests of the school system.

More specifically, it is the board's intention to grant the use of school facilities under the superintendent's regulations for activities of an educational, cultural, civic, recreational, governmental, and general political nature which are sponsored by responsible, recognized local persons, local organizations, local agencies or local institutions. (Local being residents of the Tea Area School District)

The board is committed to a policy of nondiscrimination in relation to race, sex, religion, national background, handicap and other human differences. (See Board Policy "AC".)

The school board may render or grant the use of school facilities belonging to the school district for any purpose which it considers advisable as a community service for such compensation as the board determines. The use may not interfere with school activities. Any person(s) or public body using the school facilities 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 damages which might arise as the result of such use or occupancy.

Granting of Approval

The superintendent of schools or his/her designee is authorized to approve and arrange for scheduling the use of school facilities by applicants satisfying the above purposes and limitations, or to deny the use of school facilities to applicants without explanation.

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

Applicants will be required to sign a statement in which they agree to abide by the terms of this policy, and declaring that to the best of their knowledge, the projected use is legal.

Applicants may be required to have a background check. Applicants will have a background check if children are left under the supervision of an adult assigned by the District.

Fees

The board will approve a schedule of fees for school facilities use as determined by the administration. The superintendent may grant waivers of fee payment for non-profit local groups or in exceptional cases.

State References

SDCL 13-24-20

Use of school facilities or buses for other purposes

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018

COMMUNITY USE OF SCHOOL FACILITIES (Administrative Regulations)

The Tea Area School District School Board encourages the use of school facilities by community groups for activities of an educational, cultural, civic, social, recreational, governmental, and non-partisan political nature which are sponsored by local organizations, agencies or institutions. The School Board reserves the right to give special considerations to non-community groups for the same aforementioned activity types.

The Superintendent is directed to maintain procedures, which implement the use of school facilities and establish rental schedules for such use, if required by such policy. Rental fees will cover utility, maintenance, custodial, and administrative costs.

PROHIBITED USE

Use of facilities will not be permitted for the following, unless authorized by the Superintendent:

- Any purpose in conflict with school activities
- Promulgating any theory or doctrine subversive to the laws of the United States as any political subdivision thereof advocating governmental changes by violence
- Any activity that may violate good morals, manners or taste, or be injurious to the buildings, grounds or equipment
- Commercial activities: commercial is defined as any activity, event or performance conducted for the purpose of making a profit or selling or promoting a product or service
- Partisan political meetings

*Activities which are discriminatory in the legal sense **The use of drugs, alcohol, and tobacco in school facilities and on school premises is prohibited.***

SCHEDULING

The scheduling of any district facility whether charged or not charged is to be completed with the Activities Director's Office or designee. A new request must be made at least ten (10) working days in advance of the activity. Facility Rental/Usage Agreement must be turned into the Activities Director's Office or designee at least five (5) working days prior to the date of use.

The district facilities will not open until 11 am on Sundays.

CANCELLATION/CONFLICTS

Cancellation must be received at least two (2) working days prior to the date of usage. Failure to cancel shall obligate the organization/group to pay for all custodial and other such expenses incurred in specifically opening the building to meet the use of the facility. The school district reserves the right, in the event of an emergency requiring the use of the facility for a school event or adverse weather condition, to cancel the usage agreement without penalty to the school district. All use of facilities by outside groups is automatically cancelled when school must be closed due to inclement weather or other conditions.

Supervision:

- All activities shall require adult (21 years of age or older) supervision.
- The supervision must be approved by the superintendent or designee, must be present during the usage, and shall be held responsible for adherence to guidelines.
- The supervisor must fill out a volunteer form unless parent(s) has signed up the student to participate separate of the District.
- Use of kitchen facilities must be approved in advance.
- School district personnel who are acting in a supervisory capacity, and are not volunteers, must be reimbursed for their services by the group using the facilities in adherence to the following guidelines.
 - Classified employees shall be paid at their regular hourly rate or overtime rate if applicable.
 - Professional employees shall be paid on an hourly basis or a flat fee as determined by the negotiated agreement or superintendent if the negotiated agreement is not applicable.

NO FEE USAGE

The following community organizations, groups, or instances may be allowed to use school facilities without charge in which at least half of the participants are Tea Area School District Students:

- Activities sponsored by the Tea Area School District and approved by the administration.
- Student groups in which the purpose is developing student skills at no charge or operating as a local non-profit. Such groups must be supervised by at least one adult or district staff member approved by the Superintendent's office or designee.
- Allowable activities, meetings, tournaments, etc., that do not charge admission/entry fees/participation fees or have associated costs for participants involved.
- Allowable activities, meetings, individual skill camps, tournaments, etc., that do charge admission/entry fees/participation fees or have associated costs for participants involved in which the proceeds acquired are expended on the school district's youth.
- Tea Area School District parent/teacher organizations.
- Tea Area School District booster organizations.
- Tea Area School District civic organizations and the Tea City Council and its political subdivisions.
- Local Boy Scout, Girl Scout, 4-H, and other similar groups.

Note: There maybe a minimum maintenance fee of \$25 per hour for all organization events.

FACILITY USAGE, RENTAL CHARGES APPLY

Any usage of the facilities not defined above in the "Facility Usage, No Charge" section may be subject to the following rental fee schedule:

<u>FACILITY</u>	<u>RATE PER HOUR</u>
High School Classroom.....	\$25.00
Intermediate School Classroom	\$25.00
Elementary School Classroom	\$25.00
Kitchen at High School.....	\$50.00
Kitchen at Intermediate School	\$50.00
Kitchen at Elementary School	\$30.00
Kitchen at District Education Center.....	\$25.00
High School Commons.....	\$50.00
Intermediate School Commons	\$40.00
High School Library.....	\$50.00
Intermediate School Library	\$40.00
Elementary Library	\$30.00
High School Gym	\$75.00
Intermediate School Gym.....	\$50.00
Elementary School Gym.....	\$40.00
District Education Center Gym	\$25.00
Sports Complex.....	Negotiated Rates
High School Distance Learning Room.....	Negotiated Rates

****The building use fee may be waived at the discretion of the superintendent.***

CUSTODIAN or DISTRICT SUPERVISOR RESPONSIBILITIES

A custodian (district supervisor) will be on duty whenever an outside organization or group uses school district facilities. Staff will see that the building is open at the designated time, see that any requested set-up arrangements have been completed, and will be available to respond in case there is a building emergency.

The staff member will not permit a group to enter a building unless a rental/usage agreement has been signed. If the group is a student group, the staff member will not permit entry to the building unless the approved responsible adult leader is present. It is the responsibility of the adult leader to permit entrance only to those authorized to attend. The leader is responsible for seeing that the last member leaves the facility at the end of the activity. The staff member on duty has the responsibility and authority to restrict building use to those hours and areas specified in the rental agreement. The staff member on duty shall report any building damages to the Principal and Superintendent's office or designee.

The staff member has the authority to ask groups to leave the premises if group members violate school district policy or the terms of the rental/usage agreement. Reason for discontinuation of the activity shall be reported to the Activity Director/Building Principal.

A cleaning charge of \$25 per hour will be assessed in the event additional cleaning is required after the use of a facility.

KITCHEN/COMMONS AREAS

A food service employee must be present if kitchen equipment is used. No meals may be prepared/catered in except under the supervision of a food service employee. The district employee(s) will supervise the use of kitchen equipment and will operate burners, ovens, and dishwashers.

Visiting groups are to furnish their own dishware, silverware, and other serving or cooking utensils, unless prior arrangements have been made with the district. The group using the kitchen and commons will see that tables, floors and equipment are clean, all decorations are removed and garbage and waste are disposed of at the direction of the district employee(s) on duty.

Tables and other equipment in the commons are not to be moved without the permission of the Activity Director/ Building Principal, the building custodian and/or a food service employee(s).

A cleaning charge of \$25 per hour will be assessed in the event additional cleaning is required after the use of a facility.

Concessions may be sold during events. No alcoholic beverages are permitted. Only Coke products will be allowed in and on district grounds. These must be purchased thru Tea Area School District directly. Contact information will be provided at time of rental.

LIGHTING/SOUND EQUIPMENT

Rental/Usage requests that include use of district light and/or sound systems are subject to approval on the basis of availability of district employees who are qualified to operate the equipment, whose time will be paid for by the requestor at a rate of \$25 per hour.

EQUIPMENT

Equipment belonging to the Tea Area School District is not available for use by non-school groups unless specified in the rental/usage agreement.

No school district equipment or materials shall be used without prior permission and in no case shall be removed from the premises

INSURANCE COVERAGE

The Tea Area School District shall be indemnified for any claims, demands, losses, injuries, or damages to persons or property which may be sustained by reason of the use of the approved facilities, together with reimbursement for any legal fees or costs incurred as a result of any such claim or demand, except liability arising from the district's own negligence.

Every organization is required to file a certificate of insurance with the Superintendent's Office or designee prior to using school district facilities. Organizations that use school district facilities must have in force, with insurers licensed to do business in the state of South Dakota, comprehensive general liability insurance with minimum limits of liability in respect to bodily injury or death of \$500,000 for each person and \$1,000,000 for each occurrence and in respect to property damage of \$100,000 for each occurrence.

Organizations may also be asked to provide insurance consisting of such coverage's and amounts as the district may reasonably require.

Deposit

A security deposit of \$250.00 is required from those renting the facilities. Any or all of the deposit may be forfeited at the discretion of the superintendent should it be necessary to hire personnel to properly return the premises to an acceptable state of order or cleanliness, or to repair damage to facilities or equipment. The group using the facility shall be responsible for any fees or damage in excess of the \$250.00 security deposit.

Keys or electronic fobs to school facilities will be checked out on a limited basis through the activities director or designee. The person checking out the key/fob will be required to sign a form acknowledging receipt of the key/fob. The copying of keys is prohibited. A key deposit of \$100 is required. This may be waived at the discretion of the superintendent.

Long Term Rentals

Organizations or groups who wish to rent facilities on a regular basis for more than one year must resubmit the Facility Rental/Usage Agreement annually.

Groups violating the terms of this policy will be denied future use of the facilities

The person or group must contact the Activities Director's Office or designee between 7:30 AM and 4 PM only during the work week at (605) 498-2700 to schedule the use of the facilities.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

TEA AREA SCHOOL FACILITY REQUEST POLICY

1. The person or group wanting to use one of the facilities, must pick up the facility use request form and release available from the Superintendent's office, Principal's office, or Activities Director's office, or District website.
2. The request must be submitted to one of the above mentioned offices at least ten days prior to the first intended usage of a school facility.
3. After the initial request is approved, all use of the facility must be scheduled with the Activities Director.
4. The person or group must contact the Activities Director between 7:30 AM and 4 PM only during the work week at (605) 498-2700 to schedule the use of the facility
5. The facility will be opened and locked by the janitor on duty, by a responsible adult, by an adult coach, or by the Activities Director.
6. What occurs in the facility is the responsibility of the supervisor of that group. The school is not liable for injury or for lost items.
7. Any damage to the facility or the building will be paid for by the party using the facility.
8. Keys/fobs will be checked out on a limited basis through the Activities Director, and only to residents of the Tea Area School District. The person checking out a key/fob will be required to sign a form acknowledging receipt of the key/fob. The copying of key is prohibited. A \$100 key deposit will be required unless waived by the superintendent.
9. School materials and equipment may be used only with prior permission and may not be removed from school premises. Weight equipment may only be used with explicit permission of the Activities Director.
10. Failure to adhere to these guidelines may result in the loss of facility usage.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

**TEA AREA SCHOOL DISTRICT
FACILITY USE REQUEST FORM AND RELEASE**

Date: _____

Organization Requesting: _____

Contact Person: _____

Phone No. (C) _____ (W) _____

Address _____

Facility Location(s)

- District Education Center
- Frontier Elementary
- High School

- Legacy Elementary
- Middle School
- Venture Elementary

Facility Requested: _____
(Gym, Classroom, Commons, Library, etc)

Date(s) Requested:

Date(s)	Setup Time	Start of Event Time	End of Event Time

Purpose of Use (*Please explain*):

Equipment Requested:

I hereby state that I have read and fully understand the Tea Area Community Use of School Facilities Policy and Administrative Regulations and do agree to accept full responsibility for their observation.

SIGNED: _____ DATE: _____
(Sponsoring organization representative)

The undersigned applicant (the "Applicant") has requested use of certain facilities from the Tea Area School District (the "District"). The Applicant agrees to follow any applicable rules or procedures for use of the facility.

The Applicant understands and agrees that any bodily injury, death or loss of personal property and expenses as a result of any use of the facilities is the responsibility of the Applicant.

The Applicant agrees to defend, indemnify, and hold the District harmless from and against any and all claims, demands, damages or liability arising from any accident, injury or damage to person or property arising from the use of the facilities. This indemnity shall include indemnity against costs, claims, expenses incurred in or in connection with any such claim or proceeding brought thereon or in the defense thereof, including reasonable attorney's fees. The Applicant agrees to pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by the District in enforcing this agreement.

This Release shall be legally binding upon the Applicant, its members, participants, guests or invitees, and their respective heirs, estates, assigns, legal guardians and personal representatives. The Applicant has carefully read the agreement and fully understand its contents. The Applicant is aware that it is releasing certain legal rights that the Applicant may otherwise have.

Dated: _____

By: _____

Its: _____

Administrative Use Only

Facility Usage/Rental: Approved Not Approved

Responsible Adult: Approved Not Approved

Proof of Insurance:
Needed Attached Not Provided No Insurance

Total Fee (if applicable): _____ One Time Per

Deposit: \$ _____ Received on: _____
 Cash
 Check _____

Rent/Fee Received: _____
 Cash
 Check _____

District Employee(s) Assigned:
1. _____
2. _____
3. _____
4. _____

APPROVED BY: _____
Superintendent Office or Designee

TITLE: _____ DATE: _____

Please Initial:

Acknowledgment Business Manager

Acknowledgment Director of Operations

**TEA AREA SCHOOL DISTRICT
SCHOOL FACILITIES USE
WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

****To be completed and signed by every individual using any Tea Area School District (the "District") facility for a non-school related activity if the organization using the facility does not produce a certificate of liability insurance for the District.*

Disclaimer: THE DISTRICT IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF ANY OF ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT ANY DISTRICT PREMISES.

In consideration of the group participating in and the use of the District facilities, I hereby release and covenant not to sue the District, its Board members, superintendents, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from intentional acts, negligence, and inherent risks of use of the facilities and equipment of the District, including but not limited to any loss, injury, damage, or liability sustained while on or about any premises of the District.

I am fully aware and understand that the District does not have on or about the premises, or employ, or contract with any medical services, provisions for ordinary or emergency medical services. Furthermore, I am aware that the District does not provide instruction or supervision of the facilities or equipment while I am using the same without an expressed arrangement to do so in writing.

I agree that immediately prior to participating in any activity occurring in or about the District facilities, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facility or equipment and I will notify the management of the District of the defect.

I further agree that if I am not knowledgeable in the proper use of any of the District facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

I further agree to indemnify and hold harmless the District, its Board members, superintendents, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in activities incidental thereto wherever, whenever, and however the claims may arise including but not limited to travel to and from the District facilities or related activity site and participation at remote sites.

I assume all of the foregoing risk and accept personal responsibility for any damages following any loss of property, injury, permanent disability or death resulting there from.

I have read and fully understand the above waiver and release of liability and assumption of risk. I fully understand that I have given up substantial rights by signing

this waiver of release of liability and assumption of risk and sign it voluntarily.
Individuals under age 18 are also required to have a parent or legal guardian sign this form.

**SIGNATURE PAGE TO
TEA AREA SCHOOL DISTRICT
SCHOOL FACILITIES USE
WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

Student Name Printed	Parent/Guardian Signature	Date

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

SCHOOL FACILITIES USAGE REPORT

TEA AREA SCHOOL DISTRICT #41-5
TEA AREA, SOUTH DAKOTA

SCHOOL FACILITIES USAGE REPORT

SCHOOL(S) FACILITY USED: _____

SPONSORING ORGANIZATION: _____

DATE(S): _____ TIME: _____

AMOUNT OF RENT: _____ RENT RECEIVED? YES _____ NO _____

AMOUNT OF DEPOSIT: _____

AMOUNT OF DEPOSIT FORFEITED: _____

REASON FOR DEPOSIT FORFEITURE: _____

ADDITIONAL COSTS RELATED TO DAMAGE, CLEANUP, ETC. IN EXCESS OF DEPOSIT:

EXPLANATION OF ADDITIONAL COSTS: _____

ADDITIONAL COSTS RECEIVED? YES _____ NO _____

ADDITIONAL COSTS RECEIVED IN THE FORM: CASH _____ CHECK # _____

(Sponsoring organization representative)

Date

(School District Superintendent or Designee)

Date

Please Initial:

Acknowledgment Business Manager

Acknowledgment Director of Operations

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

CHECKOUT OF KEY(S)/FOB TO SCHOOL FACILITIES

TEA AREA SCHOOL DISTRICT #41-5
TEA AREA, SOUTH DAKOTA

CHECKOUT OF KEY(S)/FOB TO SCHOOL FACILITIES

Name of person receiving a Tea Area School District key/fob _____

Date key(s)/fob issued _____ Date key(s)/fob due to be returned _____

Name of person issuing key(s)/fob _____

Itemized List of Keys/fob Issued/Returned

<u>Key/fob to what facility or door</u>	<u>Date issued</u>	<u>Date returned</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____

I acknowledge receiving the keys/fob listed above. I was not charged an advance key deposit; however, I agree to pay a \$100 key replacement fee should I fail to return key(s) when my usage is complete.

Signature of person receiving the key(s)

Date key(s) received

Signature of person issuing the key(s)

Date key(s) issued

Signature of person returning the key(s)

Date key(s) returned

Signature of person receiving the key(s)

Date key(s) received

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

ADULT RECREATIONAL LEAGUES

TEA AREA SCHOOL DISTRICT #41-5

Adult Recreational Leagues

(Administrative Regulations)

1. The Superintendent has the authority to recognize recreational leagues and allow them to use school facilities.
2. Specific dates and times will be scheduled with the Activities Director. While attempts will be made to avoid conflicts with school activities, some conflicts will occur, in which case, the school activities shall take priority.
3. A coordinator or coordinators will be designated who will be responsible for the following:
 - a. checking out keys;
 - b. arranging dates and times with the Activities Director;
 - c. opening and locking the building and turning off lights;
 - d. collecting and submitting gym usage fees to the business manager;
 - e. reporting damage to the Activities Director;
 - f. Insuring adherence to school policies including these administrative regulations.
4. School materials and equipment may only be used with the permission of the Activities Director.
5. Any damage to school materials, equipment or facilities is the responsibility of the league. Failure to make complete and timely reparations for damages will result in termination of school facilities usage for the league whose members caused the damage.
6. Children are not allowed.
7. Gym usage fees will be assessed as follows: A maintenance fee of \$25 per night will be assessed. The league year will run during the time frame from September 1 thru April 30th.
8. The Tea Area School District is not liable for injuries sustained during league play, or for any personal property lost or damaged during league play.
9. The Tea Area School District requires participants to display appropriate actions and behaviors when participating in recreational leagues held on school property. Participants displaying inappropriate actions and/or behavior will be required to leave the premises at the direction of the coordinator(s) without reimbursement.

10. Failure to adhere to these regulations may result in loss of individual or group gym usage privileges.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC CONDUCT ON SCHOOL PROPERTY

Although the Board welcomes the use of its facilities for public events, and public visitations to the schools, the Board expects all visitors to abide by acceptable rules of conduct. To maintain public order on school property, the Board prohibits the following conduct or acts on school property by students, teachers, staff members, licensees or invitees:

1. The willful physical injury of any person or the threat to use force which would result in such injury.
2. The harassment or coercion of any person.
3. The willful damage to, or destruction of, property.
4. The willful disruption of the orderly conduct of classes or of any other school program or activity.
5. The entry of any school building or upon any portion of the school premises unless such entry is made in connection with official business with the district or to attend an activity or function authorized thereby.
6. The willful interference with the lawful and authorized activities of others.
7. The possession, consumption, or exchange of alcoholic beverages, unauthorized drugs, or narcotics on school property.
8. The possession or use of a knife, razor, ice pick, explosives, loaded cane, sword cane, machete, pistol, rifle, shot gun, pellet gun, air gun, or any other object that reasonably can be considered a weapon, on property of the school district.
9. The violation of any federal or state statute, local ordinance, or Board policy.
10. The refusal or failure of any person to comply with a lawful order or direction of an official of the school district in the performance of his or her duties.
11. The distribution or posting of any written material, pamphlets, or posters without the prior written approval of the Superintendent.

Enforcement and Penalties

Any violation of the above shall be reported immediately to the building principal. He or she will investigate the case thoroughly and make a written report to the Superintendent.

Penalties that may be imposed by the Principal and/or the Superintendent include:

1. a reprimand.
2. an order by violators to leave school property immediately.
3. a call to police and a specified charge made under the penal code.

Other Penalties

The penalties mentioned above are not considered to be inclusive or to preclude in any way the prosecution and conviction of any person for the violation of any federal or state law or local ordinance and the imposition of a fine or penalty provided for therein.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC GIFTS TO SCHOOLS

Gifts, grants, bequests, or other devises to the schools or any school department may be accepted by the Board and will become district property. All gifts will be accepted in the name of the school district, but may be designated for use in a particular school or 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 at their discretion (for example, if the book is out-of-date or in poor physical condition).

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

State References

SDCL 13-14-5

Acceptance of gifts and donations to school districts

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018

PUBLIC SOLICITATIONS AND ADVERTISING IN THE SCHOOLS

Soliciting

No person will sell or offer for sale within school buildings or on school property any articles or services, or solicit contributions, except those approved by the Superintendent or the Board. This policy does not prohibit any school fund-raising activity authorized by the Board or their designee and the school administration.

Salespeople are prohibited from talking to teachers at any time during the school day. Salespeople representing educational companies may be granted this opportunity by making arrangements through the principal's office, at a time that will not interfere with the classroom work of the teacher.

The school directory or lists of students and staff will not be made available to any outside person or agency.

Distribution of Literature

Printed or written matter of any nature will not be distributed to students in the schools or on school grounds without prior approval of the Superintendent. In cases where the nature of the material or its ultimate intent are in doubt, it will be presented to the Board for approval.

Advertising

No notices or advertisements by or on behalf of persons not officially connected with the schools will be distributed in any school building except by permission of the Superintendent or Board. Information to distribute will only be considered from local non-profits and community organizations. All notices, even by school personnel, will be cleared by the building Principal and, in case of doubt, by the Superintendent.

Charity Fund-Raising

The administration may select a special fund or charity project which is considered important. Approval for such a project must be secured from the Superintendent.

This policy should not be construed as preventing a teacher from using instructional or informational materials even though the materials might include reference to a brand, a product, or a service.

State References

SDCL 13-24-20

Use of school facilities or buses for other purposes

SDCL 13-8-39
SDCL 22-25-25

Management of schools by board – general powers
Bingo and lotteries permitted for restricted purposes

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

TEA AREA SCHOOL DISTRICT LOGO POLICY

Property Rights

The use of the name, logo, or school colors of the Tea Area School District or the names of any of its staff, students or organizations is considered the property of the Tea Area School District. To publish this information on internal or external correspondence in any manner, including a website, is in violation of this policy. Prior approval is required for all students, staff, and administrators by the Office of the Superintendent before the use of the above-mentioned information.

Use of the Tea Area School District Name or Logo

All publications representing Tea Area School District, whether electronically or in print, should be branded with the official logo; guidelines for using the Tea Area School District logo are below. Questions on usage, or mock-ups for which you would like approval should be directed to the Office of the Superintendent at 605-498-2700.

Web Guidelines

- **Logo integrity:** The proportional relationship between the logo and the logotype (the wording beneath it) may not be altered in any way. This includes using the symbol alone or changing/adding to the logos wording to represent any other entity.
- **Color:** If the logo is to be used in color, the color of the symbol itself must be the prescribed Navy Blue and Athletic Gold. In some cases, the complete logo may be reversed out against an approved background color.
- **Size/Placement:** The entire signature may not be smaller than ¾" in height and should be placed within the top 20% of the document• **Spacing:** The logo and its lettering may not be confined within shapes or used in visually competitive areas; other entities should not look as if they are elements of the school's logo.
- **Other:** The Tea Area Titans logo may, as necessary, be used jointly, but it should never be secondary to any other. Use of the logo is not permitted without the express consent of the Office of the Superintendent.

Notification/Download Files

Because the success of our visual identity program depends on consistency, we ask that you use the form below to briefly notify the Office of the Superintendent of any proposed usage. Once you fill out the form, you will be able to access logo files for Web use (gif, jpg). If you would like high-resolution files for print use (eps, tif, or wmf), please contact the office.

The approval form below must be completed by all parties (including parents, teachers, students, staff, etc.) applying to fundraise merchandise, school items or miscellaneous program materials.

The attached basic guidelines have been developed to provide direction on appropriate use of the logos and while protective in nature, are also intended to clarify usage as well

as to take the guesswork out of how and when to use the logos and/or the name of the school. Please see examples.

Tea Area School District Logo Guidelines

The Tea Area School District makes an important first visual impression of what the Tea Area Titans stand for, and both logo and name instantly identify a communication or material as from, or of, the school. As one of the Tea Area School District's most easily identifiable and (ideally) consistent cues, the thoughtful use of the logo and our name reinforces and strengthens the school's image with every use. In addition, a logo is considered a primary, albeit intangible, asset of the school and can be attributed a value that proper use will enhance and increase. The logo and name, and what they appear upon, is as important as our actions and our words; their use should always be consistent with the mission and image of the school.

Note: More detailed guidelines including typefaces, colors, etc. are available through the Office of the Superintendent.

Approval

Given the importance and value of the logo to the school, parameters for the application of the logo (how it is used and applied to gear, merchandise, communications, etc.) are very important. Before production, most logo use **MUST** be approved by the Superintendent at least two weeks prior to production. See Approval Form.

Note: There are instances where the logo use does **NOT** need to be approved by the Superintendent. Examples of usage that do and do not need to be approved include the following.

When in doubt, please contact the Superintendent's Office.

Examples of appropriate logo use (thus **NO need for formal approval) include:**

- School programs for commencement, grade parties, musicals, etc.
- Diplomas, certificates, official school documents (that use the logo/name in standard form)
- Parent generated materials, flyers for Friday folders (as long as created for internal use only)
- Book fair materials that do not use official logo or name, e.g. unique stationery created with variation on Titan-theme.

Examples of logo usage that **WILL require formal approval by the Superintendent or designee include:**

- Student-produced merchandise
- Book fair materials that use the official logo and/or name
- Posters and invitations for community events • Anything that will be sold or offered as school-gift e.g. special graduation gifts to entire class, anything using an outside vendor
- Official signage placed anywhere on or off our campuses
- Use in any school-sponsored publications and/or communication programs
- School team or student group uniforms, signage, etc.

Use

Appropriate use of the logo includes (also see above):

- School endorsed, authored and/or produced communications (e.g. programs, posters, ads, etc.)
- School sponsored events, items, uniforms, etc.

Inappropriate use of the logo includes (also see above):

- Any use that distorts or covers image
- Any use that involves improper typefaces or colors (see detailed guidelines).
- Using the logo instead of reference in copy (short cut).
- Applying to any item not endorsed or approved by the school and its officials.

Note: The logo and/or “Tea Area Titans” phrase may be modified for adjunct programs ONLY with the express permission of the Office of the Superintendent or the Board of Education.

Special Notes

- The logo will always be used in its entirety, specifically “Tea Area Titans”.
- “Tea Area Titans” type only (Aardvark) can be used in lieu of the logo.
- Colors for the logo are Navy Blue and Athletic Gold.
- The logo may be reproduced in black and/or white.
- The logo may be reproduced in one color, using either blue or gold.
- When used on a dark background, reversing the logo out in white or gold only is permitted.
- The application of the logo can enhance, and detract, from the tone and message of any given piece. As such, usage in both traditional and non-traditional applications will also be evaluated on appropriate tone, look and feel.

Note: More detailed guidelines including typefaces, colors, etc. are available through the Office of the Superintendent,

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

LOGO AND NAME APPROVAL FORM

Date Form Completed: _____

Primary Contact Information

Group Requesting Use of Logo or Name: _____

Contact Person: _____

Address: _____

Phone Number(s): _____ Email: _____

Note: To ensure the process of producing the logo/name items goes smoothly, be sure to obtain all necessary approval at least two weeks prior to printing/applying.

Description of Use

Please include the item(s) description including specifically how the logo/name will be used (sample file, print or sketch MUST be provided for approval).

Example: Logo applied to fundraising material, jerseys, t-shirts, or printed material.

I acknowledge and agree that I have read the Logo Policy and will follow the policy.

Printed Name: _____

Signature: _____

Approved by: _____

Date: _____

Completed forms will be copied and placed on file for future reference or review.

VISITORS TO THE SCHOOLS

The Board and staff of the school district welcome members of the community and other interested persons to visit the District schools. School improvements often come from suggestions originating in such visits.

The Superintendent will encourage visitors to observe our schools; provide for appropriate hospitality for visitors; channel expressions of approval as well as constructive criticism to the Board; ensure that such visits will enhance the effect of the educational program.

All visitors must report to the school office and receive the Principal's or designee's permission to be on the school grounds. Any person on school property who has not registered with the school office will be requested to report to the Principal's office for permission to remain. Any request to be on school property for any purpose deemed by the school Principal or his or her designee to be disruptive of the educational process will be denied permission to remain.

If a visitor refuses to leave the school grounds, creates any disturbance, or attempts to disrupt the educational process, the Principal or designee is directed to request aid from the local law enforcement agency.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

PUBLIC COMPLAINTS

Constructive criticism of the schools will be welcomed by the Board when it is motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively.

Whenever a complaint is made directly to the Board as a whole or to an individual Board member, the individual or group involved will be advised to take their concern to the appropriate staff member.

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible, and that the staff should be given every opportunity to consider the issues and attempt to resolve the problem prior to involvement by the Board. Therefore, the proper channeling of complaints involving instruction, discipline, or learning materials will be as follows:

1. Teacher.
2. Principal.
3. Superintendent.
4. Board.

If a complaint, which was presented to the Board and referred back through the proper channels, is addressed before it comes back to the Board, a report of the disposition of the matter will be made to the Board and then placed in the official files.

The Board expects the professional staff to receive complaints courteously and to make a proper reply to the complainant.

Matters referred to the Superintendent and/or Board must be in writing and should be specific in terms of the action desired.

Exceptions to this policy will be made when the complaints concern Board actions or Board operations only.

State References

SDCL 13-46-1

Right to appeal to circuit court from decision by school board or special committee – Time of taking appeal

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018

PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS

The Board reserves to itself the final responsibility for all instructional materials used and curricula taught in the district schools. The Board recognizes that without a free and vigorous exchange of ideas, learning and teaching cannot take place effectively.

The Board also recognizes that district residents have a right to express concern about the educational programs of their schools. When citizens have concerns about particular courses or instructional materials, these concerns should be stated in writing, carefully considered, and accorded the courtesy of a prompt reply by school personnel. All such replies will be based on the instructional goals of the district, upon course objectives, and upon the criteria for selection of instructional materials.

Staff members will attempt to accommodate serious religious or moral objections to particular instructional materials by providing alternate materials whenever possible. However, attempts by parents or students to control what others read and study will be subject to careful scrutiny and question by school employees and the Board.

Complaints against instructional materials will be considered a most serious matter and will be processed in a very deliberate manner. Therefore, the following procedures are to be followed, step-by-step. Complaints that reach Step 3 will be reported to the Board.

1. The material in question should first be discussed with the teacher or librarian who will report the results of this meeting to the Principal. If satisfaction is not reached, the complainant may continue with Step 2.
2. The Principal will meet to discuss the material with the complainant and the teacher or librarian. The results of the meeting will be reported to the Superintendent. If satisfaction is not gained, the complainant will be requested to complete the form, "Request for Reconsideration of Instructional Materials," before proceeding to Step 3.
3. The Superintendent will appoint a review committee composed of the following members:
 - The District Curriculum Director
 - The Building Principal.
 - The Building Librarian.
 - Two Building Teachers.
 - Three Adult Citizens.

The committee members will be requested to read or view the material and respond to the complainants' answers to the questions on the form, "Request for Reconsideration of Instructional Materials." The recommendation of the committee

will be sent to the complainant by the Superintendent. If the complainant is not satisfied, he or she may continue with Step 4.

4. The Superintendent will meet with the complainant to resolve the problem. If an impasse has developed, the matter is to be directed to the Board in Step 5.
5. The complainant will appear before the Board as the final step in the request for reconsideration of instructional materials.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

Please complete this form and return it to the Superintendent.

Request Initiated by: _____

Telephone: _____

Complainant Represents: Self Organization

The material to which I object is of the following type:

- Major Course Adoption
- School-Based Curriculum
- Textbook
- e-Book
- Script (play)
- Music (streamed, CD)
- Computer Software
- Website
- Novel (Fiction)
- Novel (Non-Fiction)
- Video (DVD, Web, Streamed) Movie
- Other _____

School/Grade Level of Material: _____

I have fulfilled Steps 1 and 2 of Policy KLB (Public Complaints About the Curriculum or Instructional Materials) by meeting with:

Teacher/Librarian Name: _____ Date: _____

Principal Name: _____ Date: _____

The following questions are to be answered after the individual has read, viewed, or listened to the instructional material in its entirety. If sufficient space is not provided, attach additional sheets. (Please sign your name to each additional attachment.)

Have you read or viewed the reconsidered material in its entirety? Yes No

If yes, what was the approximate date you read or viewed it? _____

To what in the material do you object? (Please be specific, cite pages, etc.)

What do you believe is the theme or purpose of this material?

What do you feel might be the result of a student using this material?

For what age group would you recommend this material?

What is good in this material? Please comment.

What would you like the school to do about this material?

- | | | |
|---|------------------------------|-----------------------------|
| Do not use the material with my child. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do not use the selected section with my child. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Withdraw it from use with all students as well as for my child. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Send it back to the selector or selectors for re-evaluation. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

What would you recommend be used in place of the material?

Date

Signature of Complainant

Original Adopted Date: November 2018
Reviewed: October 2018
Revised: November 2018

PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

Constructive criticism of the schools is welcomed by the Tea Area School District 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 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 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 or 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 Principal of the building, then the Superintendent his or her designee. If the Superintendent is unable to satisfy the parents/guardians, he or she will report the case to the 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 complains 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 Board will render its decision which the Superintendent will implement. The decision of the Board may be appealed pursuant to 13-46.

State References

SDCL 13-32-6

Disturbance of school as misdemeanor

Reviewed: October 2018
Revised: November 2018

COMPLAINT AGAINST SCHOOL EMPLOYEE

It is the belief of the School Board that complaints may arise as the result of a misunderstanding which could be resolved through the mutual efforts of the person having the complaint and the employee involved. For that reason, efforts should be made by all parties involved to resolve the complaint at the lowest procedural level. It is only in those situations when the complaint cannot be resolved that the Board should be involved.

The purpose of this policy is to outline a procedure for addressing parent/student/public complaints about an employee's conduct, performance, or an employee's administration of a curricular, co-curricular or extra-curricular program. *Complaints related to sexual harassment, bullying, and instructional and library materials are addressed through other School District policies and not through this policy.*

When a complaint against a school employee is brought directly to an individual board member or the entire Board, the board member or entire Board may listen to the person's complaint but shall take no action unless there has been compliance with this Policy. The person bringing the complaint will be directed to the procedure as set forth below. The following procedure is designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. It is only when the person having the complaint and the employee involved cannot resolve the problem, and the complaint cannot be resolved at the administrative level, will the Board and board members become involved.

COMPLAINT PROCEDURE

STEP 1: Initial Complaint

- A. The person having a complaint ("Complainant") must initiate the complaint procedure within thirty (30) calendar days from the date the Complainant knew or should have known of the conduct of the Employee giving rise to the complaint. The person having the complaint related to a school employee must initiate the complaint procedure in one of the following ways:
- meet and discuss the concern with the Employee involved; OR
 - meet and discuss the concern with the Employee's Principal.
1. If the Complainant met with the Employee and the complaint was not resolved, the Complainant must meet and discuss the complaint with the Employee's Principal within ten (10) calendar days of the meeting with the Employee. The Principal shall complete a Complaint Form, Exhibit KL-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its content.

2. If the Complainant initiates the complaint by meeting the Principal, the Principal shall complete a Complaint Form, Exhibit KL-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its contents.
- B. Upon the Complaint Form being signed and dated by the Complainant, the Principal shall give a copy of the complaint to the Employee and schedule an informal meeting with only the Complainant, Employee and Principal present. At the meeting, the Principal shall attempt to facilitate discussion between the Complainant and Employee by seeking clarification of the issue(s) and seeking a resolution to the complaint. Should a resolution be obtained, the resolution shall be noted on the Complaint Form. Should a resolution not be obtained, the Complainant and/or the Employee may request a decision by the Principal on the merits of the complaint by making the request on the Complaint Form.
 - C. If the Principal is asked to make a decision on the merits of the complaint, the Principal has the authority to investigate the complaint beyond the information received from the Complainant and Employee during the meeting with the Complainant, Employee and Principal. The Principal shall render a decision in writing within fourteen (14) calendar days of the request for a decision on the merits of the complaint. The time frame for rendering a decision by the Principal may be extended by the Principal for good cause and upon written notification to the Complainant and Employee, which notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant and the Employee shall receive written notification of the Principal's determination/resolution.
 - D. The Principal's decision may be appealed by the Complainant or Employee to the Superintendent within (10) ten calendar days of receipt of the Principal's written decision pursuant to Step 2. If the Principal does not render a written decision within the required time frame (14 days unless extended) the Complainant or Employee may appeal to the Superintendent pursuant to Step 2.

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

Should the complaint be against the Superintendent (or the Principal who also is the Superintendent) the Complaint Form, Exhibit KL-E(1), shall be given to the Business Manager. The Business Manager shall give the Complaint Form to the School Board President or Chairperson. At the next School Board meeting, the School Board will designate a person who is not an Employee of the District to address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3.

STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Principal's decision made in Step 1, or if the Principal failed to render a decision in the required time frame:

- A. The appeal shall be in writing using Exhibit KL-E(2). The appealing party must attach the Complaint and the Principal's written decision, if a decision was rendered.
- B. Upon receipt of an appeal, the Superintendent will provide a copy of the appeal to the other party. Within five (5) calendar days, the other party may submit a written response to the appeal. The Superintendent shall provide a copy of the response to the appealing party.
- C. In the Superintendent's sole discretion, the Superintendent may (a) meet and discuss the matter with the Complainant and Employee, (b) meet and discuss the matter with the Complainant, Employee and Principal, or (c) meet and discuss the matter with the Principal.
- D. Within fourteen (14) calendar days from the date the appeal was filed with the Superintendent, the Superintendent shall render a decision in writing. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to the Complainant and Employee; the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant, Employee and Principal shall receive copies of the decision. The Superintendent may uphold, reverse or modify the Principal's decision. The Superintendent may also refer the matter back to the Principal for further investigation. The Principal may uphold, modify or reverse his or her initial decision. After a matter has been referred back to the Principal, and the Principal rendered a second decision, that decision may also be appealed to the Superintendent.
- E. The Superintendent's decision may be appealed by the Complainant to the School Board within (10) ten calendar days of receipt of the Superintendent's written decision pursuant to Step 3. If the Superintendent does not render a written decision within the required time frame (14 calendar days unless extended) the Complainant may appeal to the School Board pursuant to Step 3.
- F. If the Employee believes the Superintendent's decision constitutes a violation, misinterpretation or inequitable application of School Board policy or collective bargaining agreement applicable to the Employee, the Employee may file a grievance pursuant to the applicable grievance policy. A grievance filed pursuant to this provision shall be initiated at the Superintendent level.

STEP 3: Complainant's Appeal to the School Board

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

- A. An appeal to the School Board shall be in writing using Exhibit KL-E(3). The Complainant must attach the complaint, the Principal's written decision if a decision was rendered, the appeal to the Superintendent, the response to the appeal if any, and the Superintendent's decision if one was rendered.

- B. The appeal must be filed with the President/Chairperson of the School Board or Business Manager within ten (10) calendar days of Complainant's receipt of the Superintendent's written decision, or within ten (10) days of the deadline for the Superintendent's written decision, whichever comes first.
- C. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the employee involved.
- D. Upon receipt of an appeal to the School Board, the School Board shall at its next meeting schedule a date, time and location for the appeal hearing.
- E. The following procedure shall be applicable at the appeal hearing before the School Board:
 - 1. The School Board shall appoint a school board member or a person who is not an employee of the school district as the hearing officer.
 - 2. Within thirty (30) calendar days of an appeal being filed with the School Board, the School Board shall conduct a hearing in executive session.
 - 3. The Complainant, Employee and Superintendent each have the right to be represented at the hearing.
 - 4. The School Board shall make a verbatim record of the hearing by means of an electronic device or a court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed.
 - 5. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified by the School Board; in the absence of a decision by the Superintendent, the School Board will make a decision on the merits of the Complaint.
 - 6. All parties shall be given the opportunity to make an opening statement, with the Complainant being given the first opportunity, followed by the Employee and then the Superintendent.
 - 7. The Complainant shall present his or her case first, and the Employee shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and school board members may ask questions of any witness.
 - 8. After the Complainant and the Employee have presented their respective cases, the Superintendent shall then present the basis of his/her decision which led to the appeal, if a decision was rendered. The Complainant and Employee shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent.

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

State References

ARSD 24:08	Professional teachers ethics
ARSD 24:11	Professional administrators ethics
SDCL 13-10-2	General power of school boards to employ personnel
SDCL 13-32-6	Disturbance of school as a misdemeanor
SDCL 13-46	Appeals in school matters
SDCL 13-8-39	management of schools by board – general powers

Original Adopted Date: November 2018

Reviewed: October 2018

Revised: November 2018

**COMPLAINT AGAINST SCHOOL EMPLOYEE
REPORT FORM**

Date Form Completed: _____

Form Completed by: _____

Person Filing the Complaint (Complainant): _____

Employee Involved: _____

Nature of Complaint: the person making the complaint shall with specificity identify when and where the employee conduct occurred, the conduct of the employee which is the basis of the complaint, witnesses, and any other pertinent information.

_____ (use additional sheets if necessary).

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

Yes _____ No _____

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

If a meeting was not held, explain why not:

Resolution requested/sought by complainant:

Date

Complainant

Date

School Official Completing the Report Form

Step 1 mutually agreeable resolution was reached: Yes _____ No _____

If resolution, manner in which the complaint was resolved:

Complainant (initial/date) _____ Employee (initial/date) _____

If no mutually agreed upon resolution was reached, I request a decision by the Principal on the merits of the complaint:

Yes _____ No _____ Complainant (initial _____) Date _____

Yes _____ No _____ Employee (initial _____) Date _____

COMPLAINT AGAINST SCHOOL EMPLOYEE
APPEAL TO THE SUPERINTENDENT

I/We appeal the Principal’s Step 1 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Principal’s decision is wrong]:

(use additional sheets if necessary)

ATTACH A COPY OF THE COMPLAINT REPORT AND THE PRINCIPAL’S DECISION.

_____ Date

_____ Complainant

_____ Date Received

_____ Superintendent

**COMPLAINT AGAINST SCHOOL EMPLOYEE
APPEAL TO THE SCHOOL BOARD**

I/We appeal the Superintendent’s Step 2 decision for the following reason(s): [With specificity, Complainant should state how or why the Complainant believes the Superintendent’s decision is wrong]:

_____ (use additional sheets if necessary)

ATTACH A COPY OF THE COMPLAINT, PRINCIPAL’S DECISION, APPEAL TO THE SUPERINTENDENT, STEP 2 WRITTEN RESPONSE(S) IF ANY, AND THE SUPERINTENDENT’S DECISION.

Date

Complainant

Date Received

Board President – Business Manager

RELATIONS WITH PARENTS ORGANIZATIONS

The Board is aware of the constructive role, which the parent-teacher groups can play in the school system. The effective leadership provided by these organizations is valuable to the improvement of educational programs and community support of the schools. The Board will offer these groups its full cooperation, and urges parents, teachers, and administrators to become enthusiastic participants.

The Tea Area Parent-Teacher Organization (TAPTO) may be of service to the schools in each area of the district by fostering community undertakings, encouraging social activities, working for needed legislation, discovering and report facts which lead to community or school improvements, studying school problems, supporting school projects, and cooperating with other community agencies.

Each school may set up its own form of parent-teacher association. Before official recognition, their organizational plan and rules of operation must be approved by the Board. The association membership may then form its own committees, plan its own programs, study projects, and other activities in line with Board policies. Resolutions of a school's parent-teacher association will be accepted by the Board for processing and consideration when such resolutions have been adopted by a majority of the members present at an official meeting.

Original Adopted Date: July 2003
Reviewed: October 2018
Revised: November 2018

ANNUAL NOTIFICATION TO PARENTS

The School Board seeks to keep students, parents and the public informed of their rights and responsibilities. The district will comply with federal law to ensure that annual notices on the following topics are given as required by federal law:

- All notices as required by the Every Student Succeeds Act
- All notices as required by the Family Educational Rights and Privacy Act
- All notices as required by the Protection of Pupil Rights Amendment
- All notices as required by Child Nutrition Programs
- All notices as required by the Asbestos Hazard Emergency Response Act
- All notices as required by the McKinney Vento Act
- All notices as required by Non-Discrimination under Title IX, Section 504, Age Discrimination Act, Title II of the Americans with Disabilities Act and the Boy Scouts of America Equal Access Act.
- All notices as required by the Individuals with Disabilities Education Act

METHOD OF NOTICE

The District shall give the notices in the manner required by federal and state law. Should federal or state law not specify the manner in which notice is to be given, the District may publish the notice in the legal newspaper, post the notice on the District's website, or mail the notice through the U.S. Postal Service. The parent or guardian of any student, or an emancipated student enrolled in the District may opt to receive any notifications or correspondence from the District by electronic mail in lieu of regular mail if the parent, guardian or emancipated student provides to the school an electronic mail address to which the notifications or correspondence are to be sent.

State References

SDCL 13-1-56

Electronic mail to parent or guardian

Original Adopted Date: November 2018

Reviewed: October 2018

Revised: November 2018

RELATIONS WITH POLITICAL ORGANIZATION (PUBLIC FUNDS)

School district funds, whether derived from local, state, or federal sources, cannot be used for partisan political purposes.

State References

SDCL 12-27-20

Expenditure of public funds to influence election outcome prohibited

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018

RELATIONS WITH GOVERNMENTAL AUTHORITIES

The schools serve the children, the parents, and all the residents of the school district, and it is to their interest to relate the functions of the Board to other agencies concerned with the security, safety, health, and well being of the citizenry.

Therefore, the Board directs its administrative staff to inform the elected and appointed officials of the local and county governmental units of the desire to plan cooperatively for the improvement of services to residents.

The Board and its administrative officers welcome all who seek to serve the residents of the area and to participate with them in the planning and execution of such projects as will be mutually beneficial.

State References

SDCL 5-4

Administration of school and public lands

Original Adopted Date: July 2003

Reviewed: October 2018

Revised: November 2018