

SCHOOL-COMMUNITY RELATIONS

NEPN Code	Title of Policy	Next Review Scheduled
K	School, Community, and Home Relations	FY2027
KA	School & Community Relations Goals	FY2027
KB	School & Community Relations	FY2027
KBA	Public's Right to Know	FY2027
KBAA	Public Records	FY2027
KBAA-R(1)	Public Records - (Regulation)	FY2027
KBC	News Media Relations	FY2027
KBCA	News Releases	FY2027
KDG	Consumption of Alcoholic Beverages on School Property	FY2027
KG	Facility Use	FY2027
KG-R(1)	Facility Use – (Regulation)	FY2027
KG-E(1)	Facility Use Agreement	FY2027
KG-E(2)	Facility Use Fees	FY2027
KGB	Public Conduct on School Property	FY2027
KH	Public Gifts to School	FY2027
KI	Public Solicitations, Bingo, Lotteries, & Advertising in the School	FY2027
KIA	Distribution and Posting of Promotional Materials	FY2027
KJ	Posting of National Motto	FY2027
KK	Visitors to the Schools	FY2027
KL	Complaint Against School Employee	FY2027
KL-E(1)	Complaint Against School Employee – Report Form	FY2027
KL-E(2)	Complaint Against School Employee – Appeal To The Superintendent	FY2027
KL-E(3)	Complaint Against School Employee – Appeal To The School Board	FY2027
KLB	Public Complaints about the Curriculum or Instructional Materials	FY2027
KMA	Relations with Parents Organizations	FY2027
KMB	Title I Parent Involvement	FY2027
KMC	Annual Notification to Parents	FY2027

KMI	Relations with Political Organizations (Public Funds)	FY2027
KN	Relations with Governmental Authorities	FY2027
KO	Patriotic and National Organizations	FY2027

All Staff	All Staff need to be made aware of policy each year
Approve Each year	Board should approve all policies in this color each year
Green	Students and parents need to be made aware of policy each

Arlington School District 38-1	NEPN Code: K
School Board Policy Reference Manual	

SCHOOL, COMMUNITY, AND HOME RELATIONS

Section K contains policies, regulations, and exhibits related to parent, community and home relations, including but not limited to public records use of school facilities, visitors at school, complaints against school employees and complaints about the curriculum or instructional materials.

Legal References:

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KA
School Board Policy Reference Manual	

SCHOOL & COMMUNITY RELATIONS GOALS

The Board believes that responsible management of the school district requires 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.

Legal References:

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KB
School Board Policy Reference Manual	

SCHOOL & COMMUNITY RELATIONS

The purpose of school-community relations 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:
 - a) parents;
 - b) township officials and other community leaders;
 - c) local business and industry;
 - d) community organizations;
 - e) special interest groups;
 - f) the community as a whole;
 - g) State and Federal agencies.

2. To determine:
 - a) what residents expect from their schools;
 - b) what residents think about the accomplishments of their schools;
 - c) what residents would like to know about their schools that they don't now know;
 - d) which particular areas of the school program, policies, or operations need further clarification or explanation.

3. To keep staff members fully informed of:
 - a) district policies and procedures;
 - b) system-wide activities;
 - c) their own responsibilities;
 - d) their rights within district policy and under school law;
 - e) practices and procedures to follow at parent meetings or conferences to establish cordial relationships and trust on the part of their pupils' 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 pupils:

- a) as a "public" entitled to both be heard and to be provided with reasons for policies and practices which relate to them;
 - b) as "ambassadors" from the school system to the community, whose attitudes will affect community opinion of the schools.
6. To inform teaching staff 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:
- a) acquaint citizens with the work of the schools;
 - b) give courteous and thoughtful consideration to all inquiries and suggestions and carefully investigate all complaints;
 - c) make parents feel welcome in the school office and in the classroom;
 - d) cooperate with the parent and other community groups;
 - e) maintain pupil relations so as to enlist the cooperation of the home;
 - f) observe inter-staff relations conducive to high morale that merits the respect of pupils and citizens.

Legal References:

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KBA
School Board Policy Reference Manual	

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.

Legal References: SDCL 13-8-43

Cross References: BDDG – Minutes; GBL - Personnel Records; JO - Student Records; JO-E(1) – Student Records – Notice of Rights; KBAA – Public Records; KBAA-R(1) – Public Records – (Regulation)

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KBAA
School Board Policy Reference Manual	

PUBLIC RECORDS

The District believes in operating in an open, transparent manner and will make district records available for public inspection, provided the release of the record(s) does not conflict with state or federal law.

The Board hereby designates the Superintendent as the District’s public records officer. The public records officer will be responsible for allowing inspection of records upon public request, and for maintaining confidentiality of those records not open to the public. The public records officer will also establish fees that may be charged for the retrieval and copying public records. The current rate for copying records requested in this manner will be set at \$.20 per page. No fee may be charged for the electronic transfer of any minutes of open meeting actions that were recorded in the last three years.

Failure to provide records may result in a civil or criminal penalty.

Legal References: SDCL 1-27; USC Title 10 §503; USC Title 20 §7908

Cross References: GBL – Personnel Records; JOA – Student Directory Information; JOA-E(1) – Student Directory Information – Notice; JOA-E(2) – Student Directory Information – Opt Out; KBA – Public’s Right to Know

Adopted: 2012

Last Reviewed: FY2023

Next Review Scheduled For: FY2024 (YEARLY)

Arlington School District 38-1	NEPN Code: KBAA-R(1)
School Board Policy Reference Manual	

PUBLIC RECORDS - (Regulation)

The Superintendent will act as the public records officer for handling routine record requests. Public records are available for viewing during the school’s normal business hours. The cost of copying public records will be \$.20 per page. No fee may be charged for the electronic transfer of any minutes of open meeting actions that were recorded in the last three years. A log will be maintained of all requests, and the disposition.

If a request is refused, it may be submitted in writing, and if refusal is maintained, a written confirmation will be submitted.

Certain records are exempt from public access including: student information and personnel information other than routine directory information, employee salaries and public employee contracts.

Denial may also be based on the cost of retrieval, and form requested. If staff time is required, the district may charge an hourly fee to compensate for this time.

It is the desire of the administration to fully comply with the letter and spirit of the district’s policy and South Dakota Law. While there may be disagreements over the availability of records, the district will make every attempt to settle disputes amicably and factually through the processes established by state and federal law.

Legal References: SDCL 1-27; USC Title 10 §503; USC Title 20 §7908

Cross References: GBL – Personnel Records; JOA – Student Directory Information; JOA-E(1) – Student Directory Information – Notice; JOA-E(2) – Student Directory Information – Opt Out; KBA – Public’s Right to Know

Adopted: FY2013

Last reviewed: FY2023

Next Review Scheduled For: FY2024 (YEARLY)

Arlington School District 38-1	NEPN Code: KBC
School Board Policy Reference Manual	

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, and other mass communication media in promoting the cause of good education in our district and state.

Suggestions and advice from representatives of such 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.

Legal References:

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KBCA
School Board Policy Reference Manual	

NEWS RELEASES

The Superintendent or his 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 spokesman for the Board, except as this duty is delegated to the Superintendent or his designee.

The Superintendent or his designee will work in cooperation with the administrative staff, and the school principals. He 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.

Legal References:

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KDG
School Board Policy Reference Manual	

CONSUMPTION OF ALCOHOLIC BEVERAGES ON SCHOOL PROPERTY

The Board will allow the consumption of alcoholic beverages on school property, when school facilities are used for (1) receptions or dances for weddings and anniversaries; (2) a community wide benefit function; or (3) use by a non-profit organization. Such use must be in compliance with district policies on the community use of school facilities and on public conduct on school property, and only on the conditions stated below.

In its application to use school facilities, the organization shall clearly indicate its intent to have alcoholic beverages at its proposed activity. The Board shall approve or disapprove each use of alcoholic beverages on a case-by-case basis at a regularly scheduled board meeting. The board's decision on the use of alcoholic beverages will not otherwise jeopardize the applicants' use of school facilities.

The applicant shall state on its application the reason for requesting the use of alcoholic beverages and the anticipated benefit from having alcoholic beverages at its activity.

If approved, the consumption of alcoholic beverages on school property shall be governed by the following conditions:

1. Alcoholic beverages may be consumed or blended but not sold on school property.
2. The permit period shall not exceed twenty-four hours, and hours of authorized consumption shall not exceed those permitted for on-sale licensed facilities.
3. The activity at which the consumption of alcoholic beverages is to occur cannot be held at the same time as any school or school-related activity or in conjunction with any such activity.
4. The sponsoring organization shall show evidence of liability protection for the consumption of alcoholic beverages by all individuals at the proposed activity.
5. The sponsoring organization must have the necessary municipal, county and state permits.

Legal References: SDCL 35-1-5.3

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KG
School Board Policy Reference Manual	

FACILITY USE

The School District facilities are for providing a public education to enrolled students. As the facilities are constructed with local taxpayer funds, the Board of Education encourages the use of school facilities for activities of an educational, cultural, civic, social, recreational and governmental nature which are sponsored by individuals residing in or entities located within the School District. The Board of Education authorizes the use of school facilities by non-school district residents, organizations, agencies, institutions and individuals, as set forth in this policy, and Regulation KG-R: Facility Use – Regulations, Exhibit KG-E(1): Request for Facility Use and Exhibit KG-E(2): Facility Use Agreement.

- A. The right to use the property for any lawful purpose is a privilege granted by the District. No person or entity, other than the School District, has any vested right to use school property.
- B. The District shall not grant any use of a school facility if the use would, in the opinion of the school administration, restrict or limit the educational program (including school activities), infringe on or interfere with the conduct, operation or best interests of the school system.
- C. Scheduled and rescheduled school activities for which the facility will be used shall take priority over any other non-school related activity.
- D. It is recommended that a person wishing to use a school facility contact the building principal regarding availability prior to submitting the Request for Facility Use Form.
- E. The permitted use of school facilities by any person or organization does not imply endorsement by the School District of the activity.
- F. No user authorized to use a school facility shall permit or allow the use of alcohol, tobacco products or illegal drugs in school facilities or on school grounds. Violation of these restrictions shall result in the permission to use school facilities being revoked.
- G. Authorized users must provide supervision as set forth in Regulation KG-R.
- H. User fees may be assessed to cover utilities, maintenance, and custodial and administrative costs.
- I. A certificate of insurance verifying that the applicant has general liability insurance for the activity must be submitted with the written request for use. The requirement for a certificate of insurance may be waived by the Board. A waiver request must be submitted to the Board prior to a regularly scheduled board meeting and before the intended use.
- J. The superintendent or his designee will be responsible for maintaining an accurate calendar of all uses of school facilities by school and community groups, and a weekly schedule will be sent to the administrative staff, activities directors, school secretaries, and building custodians.

- K. The school board reserves the right to waive any or all fees. In order for the Board to consider fee waivers, requests for fee waivers must be submitted to the Board prior to a regularly scheduled board meeting and before the intended use.

PROCEDURES:

- A. Request for Facility Use: Any person or entity wishing to use the District facilities for a purpose which is not directly related to the operation, purpose and objective of the District must submit a written request, KG-E(1): Request for Facility Use Form, to the _____ at least five (5) calendar days prior to the date requested.
- B. Facility Use Agreement: The District shall review the request for facility use and determine if the facility is available during the time requested. If it is available the _____ will complete KG-E(2): Facility Use Agreement Form and insert the applicable fee if any. The _____ and person requesting the use of the facility shall both sign the Facility Use Agreement.

PROHIBITED USES OF SCHOOL FACILITIES:

- A. Any activity in conflict with school activities.
- B. Any activity that may violate the canons of good morals, manners or taste, be injurious to the buildings, grounds or equipment, or which are discriminatory in the legal sense.
- C. Fund-raising campaigns except as permitted by School Board policy, by special action of the School Board, or those intended to be of a benefit or service to students of the school district.
- D. Any activity which the School Board determines not to be advisable as a community service.
- E. Any activity which is not deemed to be a community service as determined by the _____ subject to appeal to the Superintendent and the School Board.

For additional rules and regulations pertaining to school facilities, refer to KG-R: Facility Use – Regulations, and SDCL 13-24-20 (below).

SDCL 13-24-20 provides:

Use of school facilities or buses for other community or commercial purposes--Compensation--Liability for damages. The school board may grant the use of school facilities, computers, 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 also include a contract with a vendor that sells soft drinks or other concessions on school property. The use may not interfere with school activities. Any person or persons or public body using such school facilities, computers, 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 damages which might arise as the result of such use or occupancy, including the use of school computers by students.

Note: The Board, when considering this policy, will need to determine the school employee(s) who (1) receive requests for facility use, (2) have the authority to determine the use fee pursuant to KG-E(2), and (3) authorize the use.

Legal References: SDCL 13-24-20

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KG-R(1)
School Board Policy Reference Manual	

FACILITY USE – (Regulation)

Pursuant to Policy KG, the School District Board of Education allows the use of school facilities for activities by individuals and entities when such activities do not conflict with the use of the facilities by the District. However, no person, group, or organization other than the District has any vested right to use school property.

The procedure for submitting application for use, fee schedule and rules related to the use are as set forth in this regulation.

REQUESTS

- A. Any person or entity wishing to use the District facilities for a purpose which is not directly related to the operation, purpose and objective of the District must submit a written request to the _____ at least three (3) school days prior to the date requested to allow sufficient time to complete a Facilities Use Agreement, receive Proof of Insurance, and notify all parties concerned. The three (3) day prior notice requirement may be waived for good cause.

- B. User Fees may be assessed to cover utilities, maintenance, and custodial and administrative costs. User fees are based upon the (1) status of the applicant as resident or nonresident, (2) status of the applicant being “for-profit” or “non-profit” and (3) District direct or indirect expenses incurred due to facility being used for non-school purposes.
 - 1. The application for use shall identify the applicant as resident or nonresident and as being “for-profit” or “non-profit.”
 - 2. “Resident user” is defined as a person residing within the District or an entity having its principal place of business located within the District. Any user not meeting the definition of “resident” shall be deemed to be a “nonresident.”
 - 3. A “for-profit” user is a user (person or entity) which is in business for the purpose of generating a financial profit for the user and the user, in his/her/its sole discretion, determines how that profit is to be distributed.
 - 4. A “non-profit” user is a user which is organized under laws or rules that prohibit the distribution of profit to any person or persons and all profit generated by the user after payment of expenses are reinvested in objectives of the non-profit user. “Non-profit” users include organizations with IRS 501c3 status and organizations with State of South Dakota non-profit status. The superintendent of schools may also recognize as “non-profit” organizations that exist solely to provide programs and services that are of public benefit and do not charge any fees or admissions for their activities.
 - 5. The User Fees related to the “for-profit” and “non-profit” distinction applies to the type of user and not to the activity or event for which the school facility is to be used or any admission or participation fee charged by the user.
 - 6. The District may require verification in a manner determined by the District from an applicant of the applicant’s residency and/or non-profit status for the purpose of determining the applicable user fee and prior to granting the applicant the use of school

facilities.

- C. Applications by an entity for the use of a school facility must be signed by a person authorized by the entity to submit the application, and by the signing of the application on behalf of the entity denotes that the person signing the application has such entity authorization.
- D. Persons or entities wishing to use school facilities on a regularly scheduled basis throughout the school year (school year being defined as from July 1 to June 30) need file only one request at the beginning of the school year. However, the person or entity having received year-long permission must submit a separate request for special events/activities not identified in the request for year-long application for use. Year-long requests for the use of District facilities must be renewed each year.
- E. All applications must be signed by a person at least twenty-one (21) years old, said person being responsible to the District for the individual's (or entity's, if applicable) use of the facility.
- F. District administrators, or in the absence of a school administrator the custodian on duty, have the right to terminate any activity at any time if, in his/her judgment there are violations of Board Policy, or federal, state, or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.
- G. The District reserves the right to rescind any permission previously granted for the use of school facilities, without liability to the District, Board of Education and individual school board members, and District employee's, should such action be deemed necessary or desirable in the sole discretion of the District for a legitimate reason and provided such reason is not discriminatory in nature (i.e., based upon race, religion, gender, disability, and such other discriminatory classifications established by the federal government or State of South Dakota).

ACCESS TO FACILITY/SCHOOL GROUNDS

- A. In the sole discretion of the District, the District will either provide the user with the necessary key(s) for the user to access the facility/school grounds to be used and lock the facility/school grounds after use, or require user have a school employee open the facility/school grounds before and lock the facility/school grounds after user's activity.
- B. Should the District choose to provide the necessary key(s) user shall (1) return the key(s) upon the conclusion of the activity identified in the Facility Use Agreement, (2) pay a \$50.00 deposit for the key(s) with said deposit to be refunded upon the return of the key(s) to the District, (3) not allow any person other than the user to be in possession of the key(s), and (4) not allow the duplication of the key(s).

INSURANCE AND INDEMNIFICATION

Notwithstanding SDCL 13- 24-20, which states that the school district is not liable for any damages which might arise as the result of such use or occupancy, unless waived by the Board, a certificate of insurance must be submitted with the application for use of a school facility. The certificate of insurance must verify that the applicant has general liability insurance for the activity with minimum limits of liability for bodily injury or death of \$500,000 per person / \$1,000,000 per occurrence, and minimum insurance coverage for property damage of \$100,000 per occurrence. Receipt by the District of such verification does not constitute and shall not be deemed a waiver by the District of the immunity for liability granted to the District by SDCL

13-24-20. By signing the facility use agreement, the individual assumes all responsibility and liability for any injury to persons, damage to school facilities or school personal property that may result from use of the facility and agrees to indemnify and hold the District, its agents and employees harmless from and against all claims and expenses for it, including attorney fees.

PRIORITIES FOR USE

- A. The use of school facilities for non-school purposes shall in no way restrict or limit the educational program, including school activities.
- B. Priorities for use of school facilities will be as follows:
 - 1. School-related activities/meetings authorized by District administration or Board;
 - 2. Joint use agreements between the District and other governmental (state, federal, county or township) entities;
 - 3. Children/youth activities sponsored by a resident non-profit user;
 - 4. Children/youth activities sponsored by a non-resident non-profit user;
 - 5. Children/youth activities sponsored by a resident for-profit user;
 - 6. Children/youth activities sponsored by a non-resident for-profit user;
 - 7. Activities/programs sponsored by a resident non-profit user for the general public;
 - 8. Activities/programs sponsored by a resident for-profit user for the general public;
 - 9. Activities and programs sponsored by a non-resident non-profit user for the general public;
 - 10. Activities and programs sponsored by a non-resident for-profit user for the general public.
- C. A user may be granted permission to use school facilities on a temporary basis (not to exceed one year) in the event of emergency or in order to allow time to build or acquire the user's own facility. If at the end of one year the organization is actively engaged in providing its own facilities, but has not yet completed them, the user may be granted additional use time, such additional time which may be granted not to exceed one additional year. User fees applicable to for-profit users shall be assessed to the non-profit user during the entire period of time the use of school facilities is granted pursuant to this provision.

FACILITIES USE AGREEMENTS

- A. A Facilities Use Agreement must be signed by the individual or authorized entity representative and authorized District representative as a condition for permission to use a school facility. The applicant requesting use of a school facility must return a signed Facilities Use Agreement and submit the applicable user fee, if any, to the _____ prior to the date of requested use. The facility is considered reserved when the applicant returns the signed Facilities Use Agreement and pays the applicable user fee, if any, and Facilities Use Agreement is signed by the _____.
- B. Facility use is restricted to the dates, hours and areas specified in the Facilities Use Agreement.
- C. The individual/entity granted permission to use a school facility shall not assign, sublet or transfer in any way the use the facility or any part of the facility to any other person or entity.
- D. The individual/entity granted permission to use a school facility shall be responsible for using the facility for the purpose described in the Facility Use Agreement.

FACILITY USER FEES

- A. Fees assessed for the use of school facilities are not rental payments, as that term is generally understood, but are fees associated with the cost borne by the District for the use of the facility for a non-school purpose and for which expenses would not otherwise have been incurred by the District. Such expenses include such things as utilities, supplies, maintenance of facilities, custodial and cafeteria services as well as administrative services necessary to process each request and Facilities Use Agreement. Such User Fees are established by the Board of Education and are subject to change as the Board may deem appropriate.
- B. All User Fees (Exhibit KG-E(2)) are computed on an hourly rate beginning with the time the building is required to be open and ending with the time the building is no longer occupied by any person on the premises participating in the activity for which the use was authorized.
- C. Individuals or entities that use a school facility on a regularly scheduled basis throughout the school year or a portion thereof may be billed the User Fee on a monthly or quarterly basis. Payment is due within 30 days of mailing date, and failure to pay the user fee shall result in the revocation of the permission to use the facility. Should permission be revoked due to the failure of the user to pay the use fee any subsequent request by the user to use a school facility shall not be granted until all past due user fees are paid in full and unless the User Fee applicable to the requested use period is paid at the time the request for subsequent use is submitted.
- D. Unless otherwise specifically provided in the Facility Use Agreement, no User Fee shall be assessed for use by resident or nonresident non-profit users if the activity is for the direct and sole benefit of students of the School District such as but not limited to grade school basketball, football and wrestling, post prom and visiting musical groups, provided that no participation fee or admission fee is charged by the non-profit user and there is no custodial expense incurred by the District.
- E. No User Fee shall be assessed to District affiliated entities (such as the Parent Teacher Association, local Education Association, a recognized state or regional professional education organization) or federal, state, county or township governmental entities.
- F. Non-profit users sponsoring an activity which is not for the direct and sole benefit of District students and for which a participation or admission fee is charged, or which results in there being a custodial expense incurred by the District, shall be responsible for payment of the User Fee schedule as set forth in Exhibit KG-E(2).
- G. A User Fee shall be assessed to all individual and entity for-profit users according to the User Fee schedule set forth in Exhibit KG-E(2) and notwithstanding that the use may not result in there being a custodial or other expense incurred by the District.
- H. The Board of Education reserves the right to waive user fees in its sole discretion provided the user requesting the waiver provides the District with valuable compensation (such as educational or facility services, supplies or materials) in lieu of monetary fee payment in a manner acceptable to the Board. Any request for a fee waiver pursuant to this provision shall be in writing and shall include the reason for the waiver request and proposed compensation in lieu of monetary fee payment, and shall be submitted to the Superintendent.

CANCELLATIONS/CONFLICTS

- A. Cancellation of a signed Facility Use Agreement must be received at least two working days (working days being defined as Monday through Friday, inclusive, when school administrative offices are open) prior to the date of the scheduled use. Failure to cancel within the prescribe time frame shall obligate the user to pay for all custodial and other such expenses incurred in the District fulfilling its obligations within the conditions of the Facilities Use Agreement.
- B. The District reserves the right to cancel a Facilities Use Agreement or reschedule the use of school facilities by a user, for cause and with notice, and without penalty to the District, should the facility be needed for District use after a request for the use has been approved by the District and a Facility Use Agreement been signed. Use of school facilities by non-school individuals and entities is automatically cancelled when school is closed and all school activities are suspended due to inclement weather or other conditions. The District shall notify the person having signed the Facility Use Agreement and that person shall be responsible for notifying persons associated with the scheduled event of the cancellation.

SUPERVISION

- A. The user shall be held fully responsible for the proper use of the building facilities. The conduct of the persons in attendance and the scheduling of the activities within the time limit of the permit will also be the responsibility of the authorized user.
- B. All activities must be under the supervision of person(s) at least age twenty-one (21) years of age. Each authorized user is responsible for the behavior and conduct of all persons using the facility pursuant to the applicant's request for use of the facility. If the activity includes participants who are less than eighteen (18) years old the sponsoring person/entity must provide at least one supervisor for every twenty-five (25) participants who are less than eighteen (18) years old.
- C. If the use of the school facility is for a youth activity the building custodian or principal will not permit entry to the building unless the supervisor is present. It is the responsibility of the supervisor to permit entry only to those authorized to attend. The supervisor is responsible for seeing that all persons using the facility pursuant to the Facility Use Agreement leaves the facility at the end of the activity before the supervisor leaves the facility.
- D. Should there be damage to or theft from the school, the user shall make prompt payment for any assessments levied by the school district. The user may be denied future use of school facilities until the amount assessed is paid in full.
- E. In signing a Facilities Use Agreement, the user agrees to leave the facility and its contents in an orderly and clean manner.
- F. The Board of Education shall determine the amount of compensation to be paid to the District for damage to or theft from school property.
- G. Should circumstances indicate possible excessive abuse of school property, a security deposit may be required by the District prior to the applicant being granted use of the facility.

PROHIBITION OF ILLEGAL DRUG, TOBACCO AND ALCOHOL

- A. No user authorized to use a school facility pursuant to this policy and corresponding regulations shall permit or allow the use of illegal or tobacco products in school facilities or on school grounds. This

prohibition applies to all persons regardless of age and regardless of whether they may legally use the products. Violation of these restrictions shall result in the permission to use school facilities being rescinded.

- B. No alcohol may be consumed on the property identified in the Facility Use Agreement unless prior permission has been expressly granted by the Board. The Board may authorize alcohol consumption only at such events as wedding dances, family reunions and similar events.

SPECIAL PROVISIONS

A. GYMNASIUMS

1. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted. Folding bleachers and partitions are to be operated only by custodians or school personnel.
2. Users are permitted to use the shower/locker room facilities; however, when shower/locker room facilities are to be used the user must discontinue gymnasium activities at least one-half hour before scheduled ending time of the gymnasium use set forth in the Facility Use Agreement.
3. All recreational equipment is to be furnished by the user. Users wishing to use school equipment must obtain prior approval as part of the Facilities Use Agreement. The District reserves the right to require the user to pay a reasonable deposit for the use of the equipment and which deposit shall be refunded to user less any amount retained by the District should there be damage to the school equipment.

B. WEIGHT ROOMS

1. Due to safety and liability issues, the weight room is not available for public use.
2. The school administration may authorize use of the weight room for employee wellness activities and for student training activities under the supervision of a coach.

C. CAFETERIAS/KITCHENS

1. A District employee must be present if a kitchen is used to prepare or cook food. The user shall be billed for the employee's time.
2. The District employee will supervise the use of cafeteria equipment.
3. The user is to furnish user's own dishes, silverware and other serving or cooking utensils, unless other arrangements have been made with the District. The user using the cafeteria is responsible for ensuring that tables, floors and equipment are clean, all decorations are removed and garbage and waste are disposed of after use and as directed by the District employee on duty.

4. All arrangements for tables, chairs, equipment and set up must be made with building principal and custodians.

D. EQUIPMENT

1. Equipment, including but not limited to recreational equipment, computers and audio-visual equipment belonging to the District is not available for use unless specified in the Facilities Use Agreement.
2. User may be required to post a security deposit as a prior condition for the use of school equipment.
3. School equipment is not available for use off school premises.
4. Lighting and Sound Equipment
 - a. Requests that require 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.
 - b. The user must make prior arrangements with the District for the use and operation of the equipment and the user shall be billed for the District employee's time.

E. SCHOOL GROUNDS

1. The track, football field and football practice field and all other areas on school grounds are subject to the facility use policy and regulations.
2. Individuals and entities wishing the use of school grounds must submit a facility use request and execute a Facilities Use Agreement as a condition of use.
3. Portable restrooms at user's expense may be required by the District as a condition for the use of school grounds.
4. Water and electricity may be provided by the District and if so provided the user may be billed for the same.
5. No vehicles shall be driven on school grounds, other than designated roads and driveways, unless expressly authorized in the Facility Use Agreement.
6. The user is responsible for care of the school grounds and removal of litter. User shall be held responsible for any property damage occurring at the time of use. Failure by user to return the property after the use in the same condition it was in at the commencement of the use shall result in the user being billed for restoration of the school grounds to its prior condition and may also result in the user being denied the privilege of using the school grounds in the future.

F. USE OF SCHOOL FACILITIES BY SCHOOL EMPLOYEES

1. School employees wishing to use a school facility for a school authorized activity, including but not limited to doing work-related activities when school is not in session, or by supervising “open gym” or weight room/physical fitness activities when school is not in session, are not required to submit a written request, pay any otherwise applicable user fee, sign a Facility Use Agreement or provide insurance verification. Employees are, however, required to schedule the use of the facility with the building principal. The employee shall be responsible for securing the building and leaving it in a clean and usable condition for the next school day.
 - a. Open Gym Supervision and Participation: Upon prior approval by the school administration, district employees may provide open gym for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. Participants must furnish their own clothing such as sweat suits, shorts, shoes, etc. District employees who are coaches may supervise open gym activities but may not coach during that time. Supervision is defined as observing the activity. District employees may participate in school-sponsored open gym activities pursuant to this provision only if their participation does not violate another District or SDHSAA policy, rule or regulation.
 - b. Weight Room Supervision and Participation: Upon prior approval by the school administration, district employees may provide weight room and physical fitness equipment opportunities for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. The weight room and use of physical fitness equipment is limited to use by the students under the supervision of a physical education instructor or a coach who is employed by the District to coach the athletic activity for which the weight room participants are training. Supervision is defined as observing the activity or providing assistance with the equipment but does not include personal use of the equipment by employees. All weight room supervisors and coaches must have completed a required training program on the proper use of the equipment before supervising student use. No school employees shall use the equipment during the period of time the employee has supervisory responsibilities.
2. District employees may use the gym as part of the employee’s personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.
 - a. The gym is available for personal use by District employees and their immediate family provided the employee is present, provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.
 - b. Unless otherwise authorized in writing by the building principal, no person other than the employee and his/her immediate family may be present during such use. The immediate family of the employee consists of the employee’s spouse, children and parents.

- c. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted.
 - d. District employees who use the gym for their personal use under this policy are doing so outside the scope of their employment.
- 3. District employees may use the weight room as part of the employee's personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.
 - a. The weight room is available for personal use by District employees provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.
 - b. Only employees may be present during such use.
 - c. The employee must complete a required training program on the proper use of the weight room/physical fitness equipment or execute a waiver.
 - d. District employees who use the weight room for their personal use under this policy are doing so outside the scope of their employment.
- 4. Should a school employee wish to use a school facility for any purpose other than that in Section F, regulations applicable to the general public shall apply to the employee.

Legal References: SDCL 13-24-20

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KG-E(1)
School Board Policy Reference Manual	

FACILITY USE AGREEMENT

The District has determined that allowing _____(USER) to use the facilities listed below would constitute a community service.

Please list the specific facility to be used:

The use of the facility listed above is for use between the hours of _____ and _____, on _____(date).

The fee for the use of the facility shall be _____.

Regulations for use of the facility have been adopted by the school board and are attached hereto and incorporated herein by this reference.

The USER 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 utilized pursuant to this agreement.

SDCL 13-24-20 provides: Use of school facilities or buses for other community or commercial purposes--Compensation--Liability for damages. The school board may grant the use of school facilities, computers, 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 also include a contract with a vendor that sells soft drinks or other concessions on school property. The use may not interfere with school activities. Any person or persons or public body using such school facilities, computers, 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 damages which might arise as the result of such use or occupancy, including the use of school computers by students.

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

INSURANCE AND INDEMNIFICATION

- A.** Notwithstanding SDCL 13-24-20, which states that the school district is not liable for any damages which might arise as the result of such use or occupancy, unless waived by the Board, a certificate of insurance

must be submitted with the application for use of a school facility. The certificate of insurance must verify that the applicant has general liability insurance for the activity with minimum limits of liability for bodily injury or death of \$500,000 per person/\$1,000,000 per occurrence, and minimum insurance coverage for property damage of \$100,000 per occurrence. Receipt by the District of such verification does not constitute and shall not be deemed a waiver by the District of the immunity for liability granted to the District by SDCL 13-24-20. By signing the facility use agreement, the individual assumes all responsibility and liability for any injury to persons, damage to school facilities or school personal property that may result from use of the facility and agrees to indemnify and hold the District, its agents and employees harmless from and against all claims and expenses for it, including attorney fees.

- B.** The District shall be indemnified from 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.

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.

(*identify position designated by the Board)

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

Legal References: SDCL 13-24-20

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KG-E(2)
School Board Policy Reference Manual	

FACILITY USE FEES

Arlington School District 38-1

SCHOOL FACILITY EQUIPMENT RENTAL AGREEMENT

The school day and school activities take precedence over other functions. Requests for use of school facilities must be filed in advance with the Superintendent's office. An hourly rate of \$20.00 per custodian will be charged for custodial services. All other services (ticket takers, score keepers, supervisors, clock operators etc.) will be added to the rental fee.

Organizations that involve students from Arlington School District (Boy Scouts, Girl Scouts, Band Boosters, Athletic Boosters, etc.) will be permitted to use the school facilities at no charge.

Documented proof of liability insurance will be required of all rentals when applicable.

RENTAL FEES

Gymnasium	All Day	1/2 day/evening
Private/Business	\$150.00	\$90.00
Civic Organization (Admission Charge)	\$105.00	\$65.00
Civic Organization (No Admission Charge)	\$75.00	\$45.00
Additional Room for Baby-sitting	\$40.00	\$25.00
For Profit Sports Camps	\$150.00	\$90.00
Arlington Sports Camps (Booster Profits)	permitted to use the school facilities at no charge	
Kitchen/Cafeteria Area		
Private/Business	\$100.00	\$65.00
Civic Organization (Admission Charge)	\$65.00	\$40.00
Civic Organization (No Admission Charge)	\$40.00	\$25.00
Commons Area Private/Business	\$90.00	\$50.00
Civic Organization (Admission Charge)	\$55.00	\$35.00
Civic Organization (No Admission Charge)	\$35.00	\$20.00
Group Suburban/Bus Rental		
Suburban rental per mile/plus gas		\$.75
Bus rental per mile/gas (Must use an Arlington school certified driver)		\$2.00
Enclosed Trailer Rental (Per two day use in district)	\$25.00	Out of district \$40.00
Bleachers, Chairs and Tables		
Portable Bleacher System per two day use in district	\$100.00	Out of district \$200
10 tables or less \$35.00 or \$5 per table	11 tables or more \$60.00	
100 chairs or less \$35.00 or \$5 per ten chairs	101 chairs or more \$60.00	

Digital Sign Rental at Bus Shed

Service Ad for those organizations benefitting Arlington Youth. \$50 a Month/2 times and hour

Community Ad for those organizations benefitting the Arlington Community \$75 a Month/2 times an hour

Business Ads will not be added at this time. This will be reviewed after the initial five year agreement in 2021.

RENTAL AGREEMENT

Organization/Business _____ Will admission be charged? Yes No

Facility/Equipment to be rented _____ Purpose for rental _____

Date to be rented: _____ Time: _____ To: _____

The facility will be made available for set up at 5:00 the night before if possible on a weekend.

Facility Rental Fee \$ _____

Custodial Fee _____ @ 30.00 per hour \$ _____

TOTAL FEE \$ _____

Signature of Renter/Date

Signature of Supt. /Date

Renter contact info

Phone: _____ Email: _____

School Rental Agreement Set Up and Other Pertinent Instructions.

If renting the gym which gym? ___ Multi-Purpose ___ Main Gym Other: _____

Person in charge of renting: _____ Phone: _____

Email: _____

Has the rental agreement been signed and returned? _____ Date returned: _____

Date and time of set up: _____ Actual start time: _____

Who will be in charge of set up and clean up: _____

Estimated number of seating needed: _____ Bleachers in or out? _____

Baskets up or down? _____ Sound system needed? _____

Sketch of how gym should be set up:

STAGE

Chairs

For custodial help, call during the normal school day at : 605-983-5597

Legal References: SDCL 13-24-20

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KGB
School Board Policy Reference Manual	

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. The principal 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.

Legal References:

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KH
School Board Policy Reference Manual	

PUBLIC GIFTS TO SCHOOLS

Gifts, grants, bequests, or other devises to the schools or any school department may be accepted by action of 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.

Legal References: SDCL 13-14-5

Cross References: IIAC - Library Materials Selection and Adoption

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KI
School Board Policy Reference Manual	

PUBLIC SOLICITATIONS, BINGO, LOTTERIES, 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, Superintendent's designee, or the Board. This policy does not prohibit any school fund-raising activity authorized by the Board 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 pupils and staff will not be made available to any outside person or agency.

BINGO AND LOTTERIES

Persons and entities wishing to conduct a lottery or hold a bingo event on school premises must receive approval by the Superintendent, or the Superintendent's designee, prior to holding the event. Pursuant to and consistent with state law:

1. The bingo game or lottery must be conducted by a bona fide congressionally chartered veterans' organization; a religious, charitable, educational, or fraternal organization; a local civic or service club; a volunteer fire department; a local industrial development corporation as defined in law;
2. The proceeds from the bingo or lottery do not financially benefit the individual or entity conducting the lottery or bingo event;
3. No separate organization or professional person is employed to conduct the bingo game or lottery or assist therein;
4. No compensation of any kind is paid to any person for services rendered during any bingo session in connection with the conduct of the bingo game or in consideration of any lottery.
5. No prize in excess of two thousand dollars is awarded at any one play of bingo;
6. The actual value of any lottery prize is stated before any chances for the lottery are sold. A lottery prize of a stated amount of dollars in value may be given to a person who sells a winning lottery ticket or share as long as the winning lottery ticket or share is selected at random;

7. The organization, before conducting a bingo game or before selling any chances for a lottery, must give thirty days' written notice of the time and place to the governing body or designated administrative official of the county or municipality in which it intends to conduct the bingo game or lottery, and the governing body does not pass a resolution objecting to the activity. However, any organization that conducts a lottery and tickets or shares for such lottery are sold state-wide shall provide written notice of such lottery only to the secretary of state and to the governing body where the drawing for such lottery is held.

ADVERTISING

No notices or advertisements by or in behalf of persons not officially connected with the schools will be distributed in any school building except by permission of the Superintendent or Board. 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.

Legal References: SDCL 13-24-20, SDCL 13-8-39, SDCL 22-25-25

Cross References: GBI – Staff Gifts and Solicitations; IGDF – Student Fund-Raising Activities; JL – Student Gifts and Solicitations; KIA – Distribution and Posting of Promotional Materials

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KIA
School Board Policy Reference Manual	

DISTRIBUTION AND POSTING OF PROMOTIONAL MATERIALS

The board recognizes that students, employees, parents or citizens may want to distribute materials within the school district that are non-curricular. Non-curricular materials to be distributed must be approved by the building principal and meet certain standards prior to their distribution.

It is the responsibility of the Superintendent, in conjunction with the building principals, to draft administrative regulations regarding this policy.

Legal Reference: U.S. Const. 1st Amend, *Bystrom v. Fridley High School*, *Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988);

Cross Reference: KI – Public Solicitations, Bingo, Lotteries, and Advertising in the Schools

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KJ
School Board Policy Reference Manual	

POSTING OF NATIONAL MOTTO

The national motto of the United States, "In God We Trust," shall be displayed in a school entryway, cafeteria, or other common area where students are most likely to see the national motto in each attendance center in the school district. The display may take the form of a mounted plaque, student artwork, or any other appropriate form as determined by the school principal. The display shall be easily readable and at least twelve inches wide by twelve inches high.

Note: SDCL 13-24-24. For any lawsuit brought or any complaint filed against a school district, an employee of a school district, the board of a school district, or a member thereof as a result of a school district displaying the national motto of the United States, the attorney general shall provide legal representation at no cost to the school district, employee, school board, or member of the school board. In addition to the expenses of representation, the state shall assume financial responsibility for any other related expense incurred by the school district, an employee, the board, or member thereof, including any award for monetary damages, attorney's fees, and costs for which the school district, an employee, the board, or a member thereof would be otherwise responsible.

Legal Reference: SDCL 13-24-23, SDCL 13-24-24

Cross Reference: IGAA – Citizenship Education; INDA – Patriotic Exercises & Flag Displays

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KK
School Board Policy Reference Manual	

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 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 assistant 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 is directed to request aid from the local law enforcement agency.

Legal References:

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KL
School Board Policy Reference Manual	

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

- C. 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.

Legal References: ARSD 24:08, ARSD 24:11, SDCL 13-10-2, SDCL 13-32-6, SDCL 13-46, SDCL 13-8-39

Cross References: JGB – Restraint and Seclusion

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KL-E(1)
School Board Policy Reference Manual	

COMPLAINT AGAINST SCHOOL EMPLOYEE – REPORT FORM

Date Form Completed: _____

Form Completed by: _____

Person Filing the Complaint
(Complainant): _____

Address/Phone # of Complainant: _____

Employee Involved: _____

Nature of Complaint: The person making the complaint shall with specificity identify 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 _____

Legal References: ARSD 24:08, ARSD 24:11, SDCL 13-10-2, SDCL 13-32-6, SDCL 13-46, SDCL 13-8-39

Cross References: JGB – Restraint and Seclusion

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KL-E(2)
School Board Policy Reference Manual	

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] :

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

_____ Date _____ Complainant

_____ Date Received _____ Superintendent

Legal References: ARSD 24:08, ARSD 24:11, SDCL 13-10-2, SDCL 13-32-6, SDCL 13-46, SDCL 13-8-39

Cross References: JGB – Restraint and Seclusion

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KL-E(3)
School Board Policy Reference Manual	

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]:

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/Chairperson – Business Manager:

Legal References: ARSD 24:08, ARSD 24:11, SDCL 13-10-2, SDCL 13-32-6, SDCL 13-46, SDCL 13-8-39

Cross References: JGB – Restraint and Seclusion

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KLB
School Board Policy Reference Manual	

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 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/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.

Legal References:

Cross References: IIA – Instructional Materials; IIAA – Textbook Selection and Adoption; IIAC – Library Materials Selection and Adoption

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KMA
School Board Policy Reference Manual	

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 parent-teacher association (PTA) 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 reporting 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.

Legal References:

Cross References: ABA - Community and Parent Involvement in Decision Making; KMB – Title I Parent Involvement

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KMB
School Board Policy Reference Manual	

TITLE I PARENT INVOLVEMENT

The Board of Education endorses the parent involvement goals of Title I and encourages the regular participation by parents of Title I eligible children in all aspects of the program. The education of children is viewed as a cooperative effort among the parents, school, and community. In this policy, the word "parent" also includes guardians and other family members involved in supervising the child's education.

Pursuant to federal law, the district will develop jointly with, and distribute to parents of children participating in the Title I program a written parent involvement policy.

A meeting of the parents of participating Title I students will be held annually to explain the goals and purposes of the Title I program. Parents will be given the opportunity to participate in the design, development, operation, and evaluation of the program for the next school year and to participate in planning activities, to offer suggestions, and to ask questions regarding policies and programs. Parents will be encouraged to attend the meeting and to become involved.

In addition to the required annual meeting, at least three (3) additional parent meetings shall be held, at various times of the day and/or evenings, for parents of children participating in the Title I program. Notices will be sent to the parents and articles will appear in the local newspaper advising parents and interested persons of the meetings. These meetings shall be used to provide parents with:

1. Information about programs provided under Title I;
2. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and
4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program to the district level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings through payment of transportation and childcare costs.

The parents of children identified to participate in Title I programs shall receive from the school principal and Title I staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Parents will be advised of their children's progress on a regular basis. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their children's progress. Parents will also receive inflation and training that will assist them in helping their children at home and at school.

Each school in the district receiving Title I funds shall jointly develop with parents of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff and students share

the responsibility for improved student academic achievement in meeting state standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the state's academic achievement standards;
2. Indicate the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, monitoring television watching, volunteering in the classroom, and participating, as appropriate, in decisions related to their child's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an on-going basis, with at minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

Notes: Schools receiving federal ESEA funds are required to have a parent involvement policy. This sample policy can be used as the basis for the joint development of a policy, as required by the federal legislation. This policy cannot be the district's policy without some parental involvement in its development at the local level.

Districts with more than one school participating in a title I program may wish to consider the establishment of a district-wide parent advisory council.

Legal References: Public Law 103-382

Cross References: IKAB – Student Progress Reports to Parents; KMA – Relations with Parents Organizations

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KMC
School Board Policy Reference Manual	

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.

Legal References: SDCL 13-1-56, 2017 Annual Notices

Cross References:

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KMI
School Board Policy Reference Manual	

**RELATIONS WITH POLITICAL ORGANIZATIONS
(PUBLIC FUNDS)**

The board believes in the importance of democracy and the rights of citizens to be involved in politics, but recognizes state and federal law that prohibits schools from seeking to influence elections.

School district funds, whether derived from local, state, or federal sources, will not be used for the purposes of influencing elections or ballot measures to be decided by the community or statewide voters.

The school will, in keeping with state and federal law, offer factual information on ballot measures that have the potential to affect district operation, including, opt-out campaigns and bond campaigns, to the public for the purpose of educating voters.

School resources, including staff time, shall not be used for political purposes.

Legal References: SDCL 12-27-20

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KN
School Board Policy Reference Manual	

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.

Legal References: SDCL 5-4

Adopted: FY2012

Last Review: FY2022

Next Review Scheduled For: FY2027

Arlington School District 38-1	NEPN Code: KO
School Board Policy Reference Manual	

PATRIOTIC AND NATIONAL ORGANIZATIONS

Representatives of Patriotic and National Organizations listed in Title 36 of the United States Code, as of July 1, 2018, shall be allowed to speak to students during regular school hours during the first quarter of each academic school year. The Patriotic and National Organization shall provide the school principal with verbal or written notice of the organizations desire to speak to the students to inform the students about the civic involvement of the organization, and to explain how students may participate in or join the patriotic organization. The school principal has discretion over the time, place, and manner when representatives of the organization are allowed to speak to students.

Examples of Patriotic and National Organizations include, but are not limited to:

- American Legion
- Boy Scouts of America
- Boys and Girls Club of America
- Future Farmers of America
- Girl Scouts of the United States of America
- Paralyzed Veterans of America
- Veterans of Foreign Wars of America

Note: The District may allow a Patriotic and National Organization to speak with students after the first quarter of the academic school year. However, if such a request was made and granted after the first quarter of the academic school year it may be difficult to deny a similar request from other Patriotic and National Organizations.

Legal References: USC Title 36, SDCL 13-24-22

Adopted: FY2022

Last Review: FY2022

Next Review Scheduled For: FY2027